City of Louisville
COLORADO • SINCE 1878

City Council

Agenda

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

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

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

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

1. CALL TO ORDER & ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF AGENDA

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

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

5. CONSENT AGENDA

The following items on the City Council Agenda are considered routine by the City Manager and shall be approved, adopted, accepted, etc., by motion of the City Council and voice vote unless the Mayor or a City Council person specifically requests an item be considered under "Regular Business." In such an event the item shall be removed from the "Consent Agenda"

Citizen Information

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

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

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

and Council action taken separately on said item in the order appearing on the Agenda. Those items so approved under the heading "Consent Agenda" will appear in the Council Minutes in their proper order.

A. Approval of Minutes: August 19, 2025

B. Resolution No. 62, Series 2025 – A Resolution Approving an Agreement for the 2025 Phase Two Trial Wayfinding Signage Project

6. COUNCIL INFORMATIONAL COMMENTS AND COMMITTEE REPORTS

7. CITY MANAGER'S REPORT

8. REGULAR BUSINESS

A. DISCUSSION / DIRECTION – PROPOSED RULE RECONSIDERATION OF 2009 ENDANGERMENT FINDING AND GREENHOUSE GAS VEHICLE STANDARDS

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

B. CITY MANAGER'S RECOMMENDED 2026 SUPPLEMENTAL BUDGET PRESENTATION

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

9. CITY ATTORNEY'S REPORT

10. IDENTIFICATION OF FUTURE AGENDA ITEMS

11. ADJOURN

ITEMS TENTATIVELY SCHEDULED FOR REGULAR MEETING 09/16/2025

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

- Salary Increases for Sworn Officers
- Chandler Asset Management Contract
- Traffic Signal Technology Grant Award
- 2025 Affordable Housing Grant Program Fund Agreement
- Natural Medicine Amendment – 1st Reading
- Avista Adventist Hospital GDP Amendment No. 2 – 1st Reading
- ConocoPhillips Campus GDP Amendment No. 1 – 1st Reading
- Boulder Office of Disaster Management Proposal
- South Street Underpass Design Contract

City of Louisville
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City Council

Meeting Minutes

August 19, 2025
City Hall, Council Chambers
749 Main Street
5:00 PM

Mayor Leh called the meeting to order at 5:00 p.m. Roll Call was taken and the following members were present:

City Council:	***Mayor Chris Leh***
	Mayor Pro Tem Caleb Dickinson – remote
	Councilmember Josh Cooperman
	Councilmember Deborah Fahey – remote
	Councilmember Barbara Hamlington
	Councilmember Dietrich Hoefner – arrived at 6:36
	Councilmember Judi Kern
Staff Present:	***Diana Langley, City Manager***
	Samma Fox, Deputy City Manager – remote
	Kurt Kowar, Public Works Director
	Cory Peterson, Deputy Director of Utilities
	Rob Zuccaro, Community Development Director
	Jeff Hirt, Planning Manager
	Mindy Olkjer, Executive Assistant
	Genny Kline, Interim City Clerk
	City Attorney Kathleen Kelly

EXECUTIVE SESSION – PENDING LITIGATION (TIMESTAMP 1:14)

City Attorney Kelly introduced agenda item and request for an executive session

Interim City Clerk Kline read the statement required by City Code

City Attorney Kelly gave a statement as to the authority for the executive session

Mayor Leh moved to go into executive session; seconded by Councilmember Kern.

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

DRAFT

Council adjourned to Executive Session at 5:05 pm.

EXECUTIVE SESSION REPORT (TIMESTAMP 1:35:31)

Council returned to the regular meeting at 6:36 pm.

City Attorney Kelly reported the discussion was held and no follow up was needed at this time.

APPROVAL OF AGENDA (TIMESTAMP 1:37:08)

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

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

PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA AND ITEMS ON THE CONSENT AGENDA (TIMESTAMP 1:37:30)

- Robert Gerard – Arts / Books

APPROVAL OF THE CONSENT AGENDA (TIMESTAMP 1:42:08)

A. Approval of Minutes: August 5, 2025
B. Resolution No. 57, Series 2025 – A Resolution Approving a Business Assistance Agreement for Swingwell Golf, LLC Doing Business As Tee Box
C. Resolution No. 58, Series 2025 – A Resolution Approving a Design-Build Services Agreement with Rhinotrax Construction for the Coal Creek Golf Course Maintenance Storage Building Project
D. Resolution No. 59, Series 2025 – A Resolution Establishing Refuse, Recyclables and Compostables Collection and Disposal Fess Effective September 1, 2025 for the City of Louisville, Colorado
E. Resolution No. 60, Series 2025 – A Resolution Authorizing the Assignment of the City's Private Activity Bond Allocation for 2025 to the Housing Authority of the County of Boulder, Colorado

Councilmember Hamlington moved to approve the consent agenda; seconded by Councilmember Kern.

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

DRAFT

Absent: None

COUNCIL INFORMATIONAL COMMENTS AND COMMITTEE REPORTS (TIMESTAMP 1:42:45)

Councilmember Kern noted her attendance with the (Boulder) County Commissioners regarding federal actions and the impact on the Latino Community.

Mayor Pro Tem Dickinson spoke about the Louisville Revitalization Committee meeting last Wednesday regarding the Front and Center Project. He also mentioned the (Boulder County) Consortium of Cities Meeting Louisville is hosting on August 20.

Councilmember Cooperman stated he tuned in remotely to the meeting referenced by Councilmember Kern. He also gave a short briefing on Colorado Communities for Climate Action.

Mayor Leh thanked everyone for the successful season of Street Faire. The Economic Vitality Committee will have a session coming up on the 2024 IECC. He also gave a brief update on the status of Front Range Rail and that he has been picked to be part of a group that will get updates on negotiations with BNSF Rail and provide feedback.

CITY MANAGER'S REPORT (TIMESTAMP 1:57:40)

The Rocky Mountain Metropolitan Airport will be having an open house on August 20. The Coal Creek Golf Course has achieved Certified Audubon Cooperative Sanctuary Status – a recognition only 3% of golf courses worldwide have earned.

REGULAR BUSINESS

SPONSORSHIP REQUEST – 11TH ANNUAL LOUISVILLE TURKEY TROT 5K (TIMESTAMP 1:58:24)

Mayor Leh introduced the item and City Manager Diana Langley gave the staff report.

Luke Gorka, Senior Corporate Relations Manager with Community Food Share was in attendance to answer questions regarding funding the organization receives from the Turkey Trot.

Council discussed sponsorship options.

DRAFT

Councilmember Hoefner moved to approve a contribution of $2500 and waive Permitted Special Event Application fee; seconded by Mayor Pro Tem Dickinson with a friendly amendment that the city waives all fees.

Councilmember Hoefner declined the friendly amendment.

Mayor Pro Tem Dickinson made a substitute motion to approve $2500 sponsorship and waive all fees and authorize the City Manager to determine where funding for all waived fees comes from; seconded by Mayor Leh.

Councilmember Kern made a friendly amendment to include the benefits to the city that are part of the "Tailfeather Sponsorship" and allow the City Manager to negotiate that with the event sponsor. The friendly amendment was accepted by Mayor Pro Tem Dickinson and Mayor Leh.

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

RESOLUTION NO. 61, SERIES 2025 – A RESOLUTION ADOPTING A COMMUNITY EVENT SPONSORSHIP POLICY (TIMESTAMP 2:30:30)

Mayor Leh introduced the item and City Manager Langley gave the staff report.

Council asked clarifying questions regarding the proposed policy.

Public Comment – None

Council discussed the proposal.

Councilmember Hamlington moved to approve Resolution No. 61, Series 2025 with direction to split the funds between the first half and second half of the year, and a maximum of $1000 per event, in-kind would come out of the budgeted amount and include a question if non-sponsorship will impact the ability for the event to occur; seconded by Councilmember Hoefner.

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

PRESENTATION: DENVER REGIONAL COUNCIL OF GOVERNMENTS (DRCOG) REGIONAL HOUSING NEEDS ASSESSMENT AND COMPLIANCE WITH SENATE BILL 24-174 (TIMESTAMP 2:56:25)

DRAFT

Mayor Leh introduced the item and Planning Manager Hirt gave the staff presentation.

Council had a brief discussion.

No Action required.

CITY ATTORNEY'S REPORT (TIMESTAMP 3:08:00)

None

IDENTIFICATION OF FUTURE AGENDA ITEMS (TIMESTAMP 3:08:10)

Councilmember Cooperman asked if Council would be interested in submitting comments to the federal government regarding a proposal to revise the federal government stance on greenhouse gases. Mayor Leh would like to know what other municipalities are doing. Based on the deadline this item will be scheduled for the September 16 Council meeting.

ADJOURN

Members adjourned at 8:12 pm.

_____
Christopher M. Leh, Mayor

_____
Genny Kline, Interim City Clerk

DRAFT

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.

- 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:

Company Name	***Base Bid***
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
	Total Not-to-Exceed:	**$135,050.07**
Budget Remaining		**$228,705.73**

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:

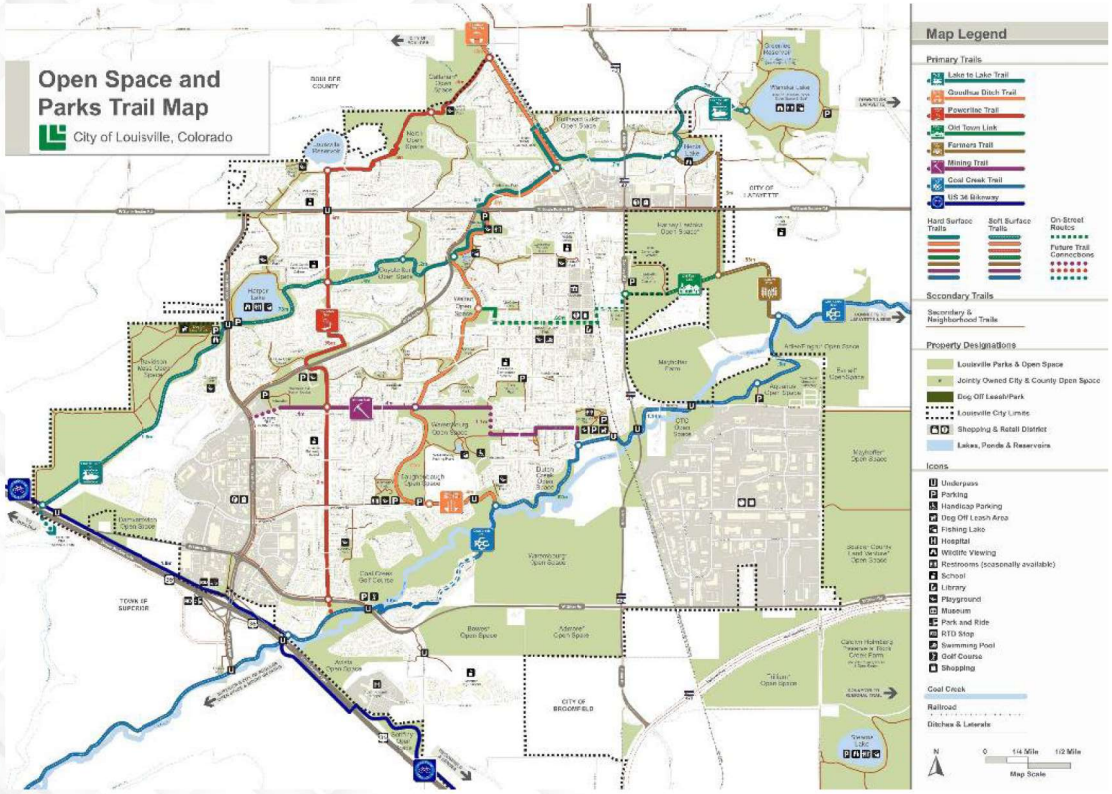
_____
Genny Kline, Interim City Clerk

Wayfinding & Signage Project

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

City of Louisville

Louisville's Trail System



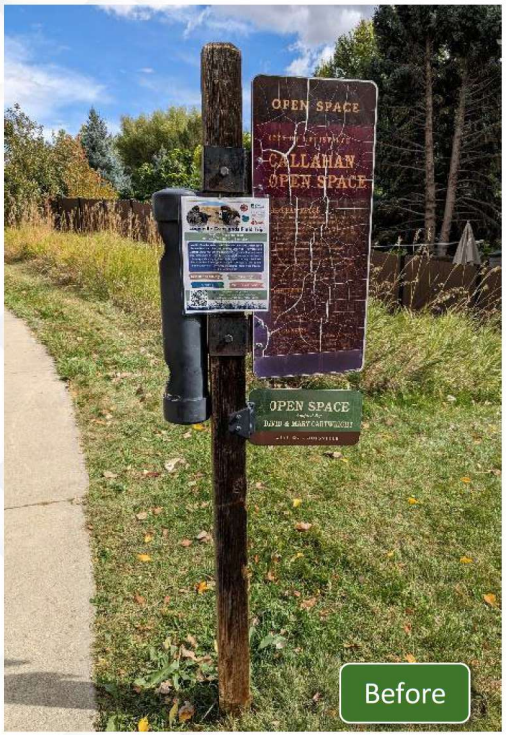
- 32 miles of trails
- Network traverses a variety of city park and open space properties
- Facilitates regional trail connections to Superior, Lafayette, Boulder County and HWY 36

City of Louisville

Phase One – Powerline Trail

City of Louisville

Before & After



City of Louisville

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.

City of Louisville

City of Louisville
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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

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

By: _____
Christopher M. Leh, Mayor

(CORPORATE SEAL)

Attest: _____
Genny Kline, Interim City Clerk

Address for giving notices:

749 Main Street
Louisville, Colorado
80027

Attention: Project Manager - PROS

CONTRACTOR: E3 ENTERPRISES INC DBA E3 SIGNS

By: _____
Randy Hammock, Owner

(CORPORATE SEAL)

Attest: _____
Gunter Hammock, Project Manager

Address for giving notices:

678 W. 71st Street
Loveland, CO
80538

Attention: Randy Hammock

Contract Documents:

PHASE TWO TRAIL WAYFINDING SIGNAGE

THE CITY OF LOUISVILLE
749 MAIN STREET
LOUISVILLE CO, 80027

Prepared by:

City of Louisville

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
	Additonal 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

Project Manager
Title

Signature

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 of 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 owned 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 ad adjustment in the Contract Price will be valid if not submitted in accordance with this paragraph 11.2.

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

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

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

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

Cost of the Work:

11.4 The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be

agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1 Certified payroll record costs for employees in the direct employment of CONTRACTOR in the performance of the Work under schedules of job classifications shall be submitted to the 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, expediters, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.4.1 or specifically covered by paragraph 11.4.4--all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

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

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

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

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

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

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

11.6.1 a mutually acceptable fixed fee; or

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

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

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

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

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

11.6.2.5 the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in

CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

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

11.7 Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in form acceptable to 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 play all claims, costs, losses and damages attributable to OWNER's evaluation of and determination to accept such **defective** Work (such costs to be approved by 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 land 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

a. Provide ingress, egress to private drives and single access developments.

b. No on-site work shall be performed after 3pm on Friday October 31st.

c. No on-site work shall be performed during Veterans Day holiday (from 5 pm November 10th through 8am November 11th)

d. 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

A. Section 4.4, **REFERENCE POINTS,** of Article 4 of the General Conditions, delete the second paragraph in its entirety and add the following language: The OWNER shall not provide survey reference points, construction stakes, lines and grade for the work unless otherwise noted.

4. GC-6 CONTRACTOR'S RESPONSIBILITIES

A. **Labor, Materials and Equipment**, delete paragraph 6.3 in its entirety and insert the following:

6.3 CONTRACTOR shall provide competent, suitably qualified personnel to survey, layout and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site.

Except as otherwise required for the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours and CONTRACTOR will not permit overtime work or the performance of Work, or at night without OWNER's written consent given after prior written notice to 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

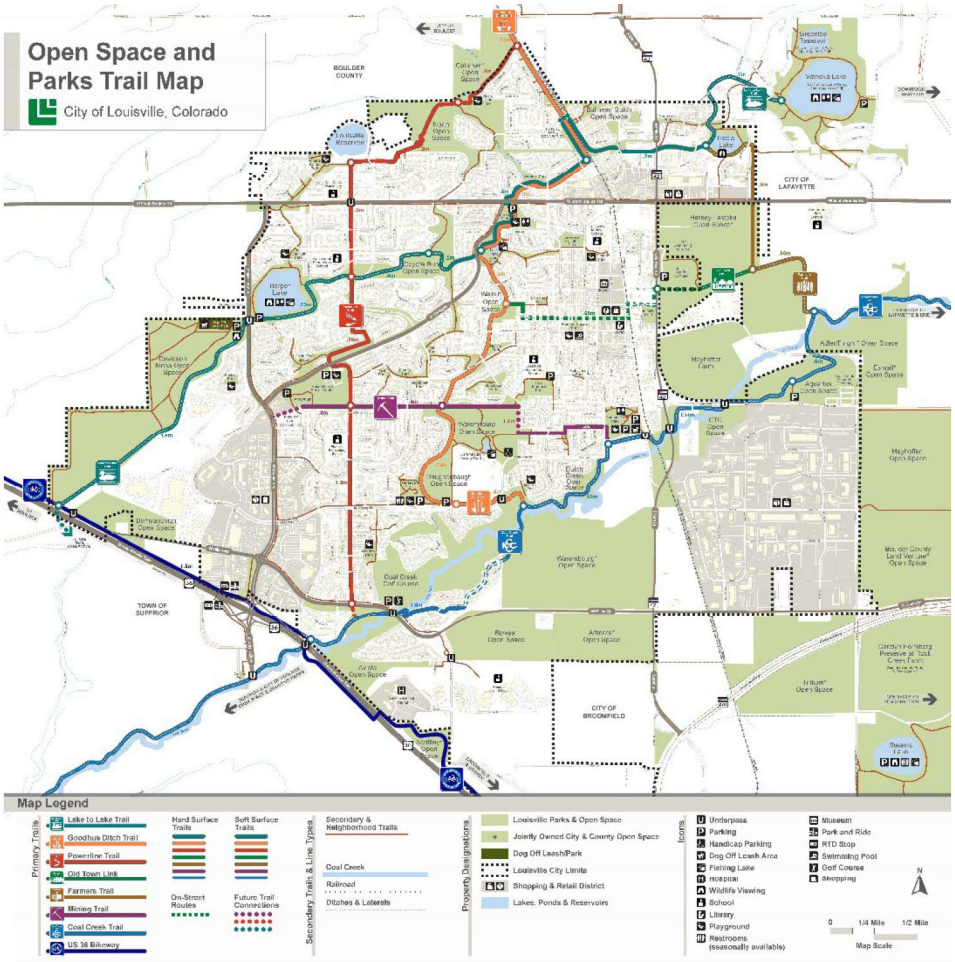
1.1.2 PROJECT NUMBER: 202511-660306

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 CONCTRACT 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 tan one project. Supplier's standard component drawings may be submitted if they clearly show the exact items required for the work, in context with adjacent materials and with such relationships clearly shown. Shop drawings are not part of Contract Documents.

1 .3.3 SAMPLES: As used herein, the term "samples" includes fabricated and unfabricated physical examples of materials, products, and units of work; as complete units or smaller portions of units of work; either for limited visual inspection or, where in indicated, for more detailed testing and analysis.

1.3.4 MOCK-UPS: As used herein, the term "mock-ups" means special on-site of off-site forms of samples, which are too large or otherwise inconvenient for handling in transmittal or submittal form.

1.3.5 MISCELLANEOUS DATA: As used herein, the term "miscellaneous data" means various documents related directly to the work, including project photographs, survey data and reports, physical work records, statements of applicability, copies of certificates, bonds, quality testing and certifying reports, copies of industry standards, record drawings, field measurement data, operation and maintenance materials, overrun stock, security/protection/safety keys, and similar information, devices, materials, which are applicable to the work but not processed as shop drawings, product data, or samples.

1.4 QUALITY ASSURANCE:

1.4.1 GENERAL

A. No extension of time will be granted, nor will consideration be given to claims arising out of the Contractor's failure to submit shop drawings, product data, samples, or related submittals which do not allow adequate lead time for 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.

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 form 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 -

SECTION 01 00 70 TEMPORARY FACILITIES, CONTROLS AND SERVICES

PART 1 - GENERAL

1.1 SUMMARY:

1.1.1 WORK INCLUDED: Provide temporary utilities and miscellaneous temporary facilities required during construction, including installation, maintenance, and removal upon completion of the work.

1.2 REFERENCES:

1.2.1 RELATED DOCUMENTS:

A. General conditions, supplementary conditions, and applicable provisions of other Division 1 sections apply to this section.

B. Section 02600 Construction Zone Traffic Control.

PART 2 - PRODUCTS

2.1 TEMPORARY CONSTRUCTION FACILITIES:

2.1.1 STORAGE STRUCTURES: Provide enclosed, weather tight storage facilities for materials and equipment, which require protection from the elements.

2.1.2 SANITARY FACILITIES:

A. Provide temporary toilet facilities for duration of work, for use by any and all employees engaged in the work. Comply with requirements of applicable codes, regulations, laws, and ordinances.

B. **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 -

SECTION 01 00 80 CONTRACT CLOSEOUT

PART 1 - GENERAL

1.1 SUMMARY:

1.1.1 WORK INCLUDED: This section includes administrative procedures and closeout submittals required at substantial completion and final completion of the work.

1.1.2 RELATED WORK: Additional specific requirements are specified in the various sections of these specifications.

1.2 REFERENCES:

1.2.1 RELATED DOCUMENTS: General conditions, supplementary conditions, and applicable provisions of these specifications apply to this section.

1.3 DEFINITIONS:

1.3.1 CONTRACT CLOSEOUT: Contract close-out is defined to include general administrative requirements near the end of the contract time, in preparation for final acceptance, final payment, normal completion of the contract, occupancy by Owner, and similar actions evidencing completion of the work. Time of close-out is directly related to substantial completion, and therefore may be either a single time period for the entire work or a series of time periods for individual parts of the work which have been certified as substantially complete at different dates. That time variation, if any, shall be applicable to other provisions of this section.

1.4 SUBMITTALS

1.4.1 RECORD DOCUMENTS - GENERAL:

A. Additional or specific requirements for record documents are indicated in individual sections of these specifications.

B. Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire resistive location.

C. Provide access to record documents for Engineer's or Owner's reference during normal working hours.

D. Review record documents for progress and accuracy at regularly scheduled job progress meetings.

E. Upon completion of mark-up, submit record documents to the 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 (blueline or blackline) of contract drawings and shop drawings in clean, undamaged condition, with mark-ups of actual installations which vary substantially form the work as originally shown.

B. Mark whichever drawing is most capable of showing "field" condition fully and accurately; however, where shop drawings are used for mark up, record a cross reference at corresponding locations on the contract drawings.

C. Mark changes or deviations with red erasable pencil. Where feasible, use other colors to distinguish between variations in separate categories of work.

D. Record new information, which is recognized to be of importance to the Owner, but was not shown on either the contract drawings or shop drawings. "Give particular attention to concealed work which would be difficult to measure and record at a later date. Note related change order of field order numbers where applicable.

E. Record all deviations in sizes, locations, or other features of work from the Contract Documents. It shall be possible, using these drawings, to correctly and easily locate, identity, and establish sizes of all piping, directions of flow, and other features of the work which will be concealed in finished work or underground.

F. Establish locations of concealed and underground work by accurate dimensions to column lines or permanent walls, locating all bends or turns, and properly referencing invert elevations and rates of fall.

G. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates, and other identification on cover of each set.

1.4.3 FINAL RECORD DRAWINGS (AS-BUILTS):

A. Submit the final marked-up field copy of record drawings to the 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 (izone, 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.

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:

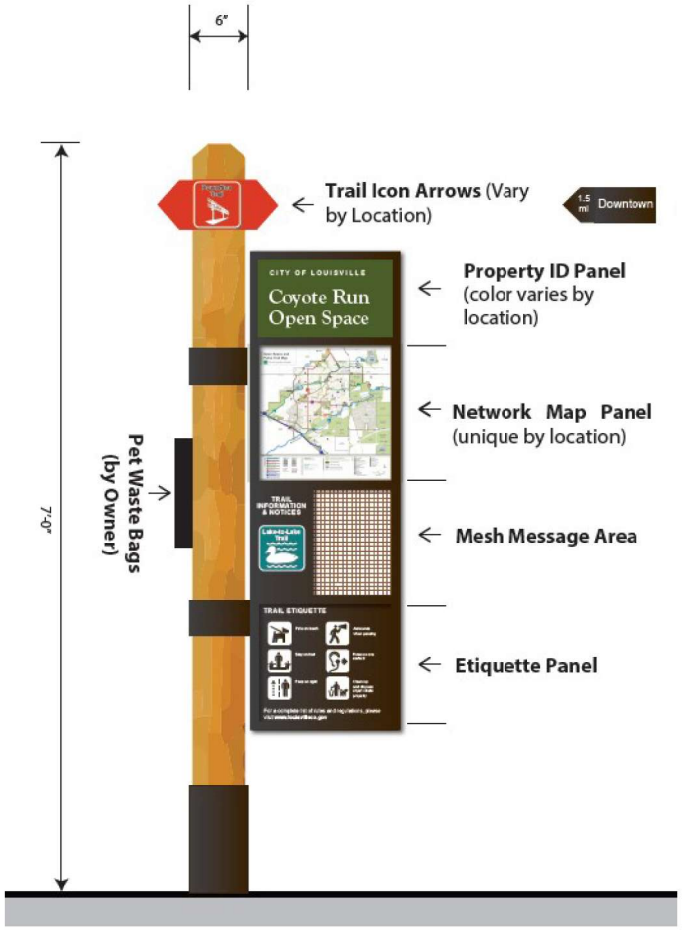
- bubbling, chalking, rusting or other disintegration of the sign panel, graphics or of the edges;
- corrosion appearing beneath paint surfaces of panels, brackets, posts or other support assemblies (except as an obvious result of vandalism or other external damage);
- corrosion of fasteners;
- assemblies 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).

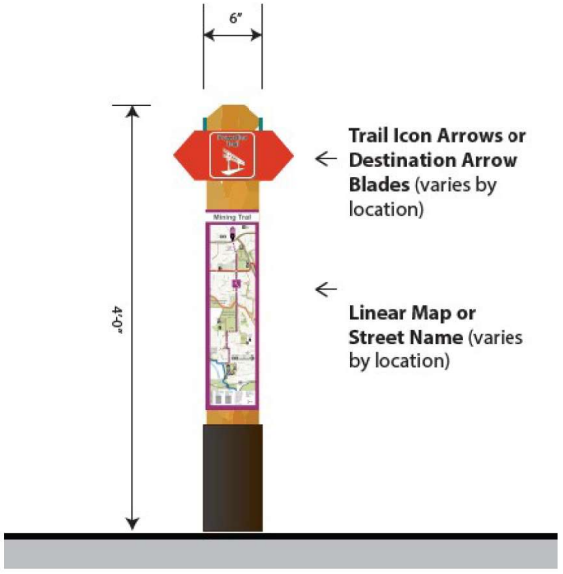
R. Repair or Replacement
Without additional cost to the Owner the fabricator shall repair or replace, including installation, any defective signs or hardware that develop during the warranty period and repair any damage to other work due to such imperfections. The fabricator will be required to fully 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.

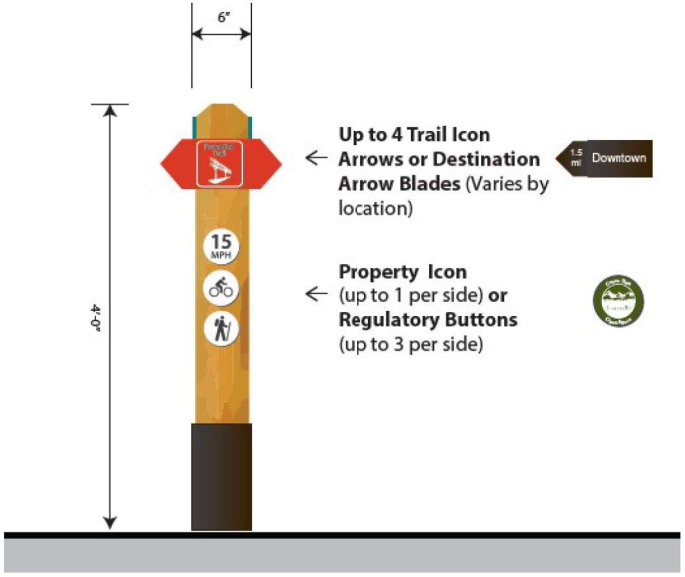
7' Double-Sided Panel Pole



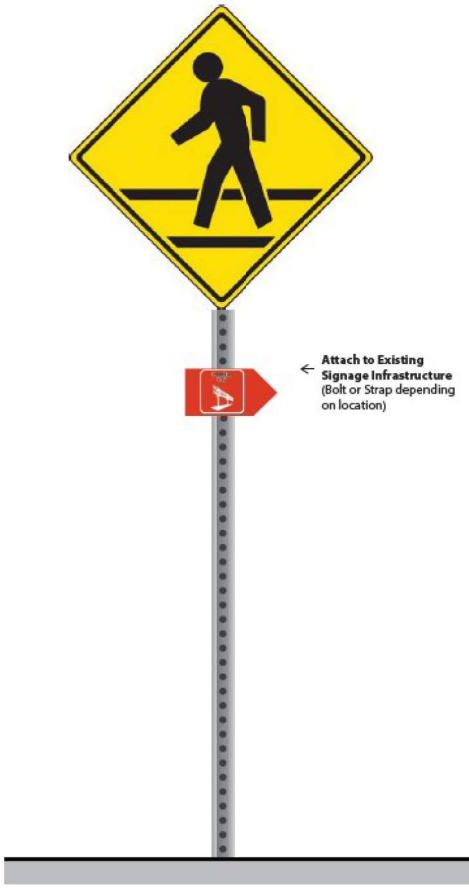
4' Linear Map Pole



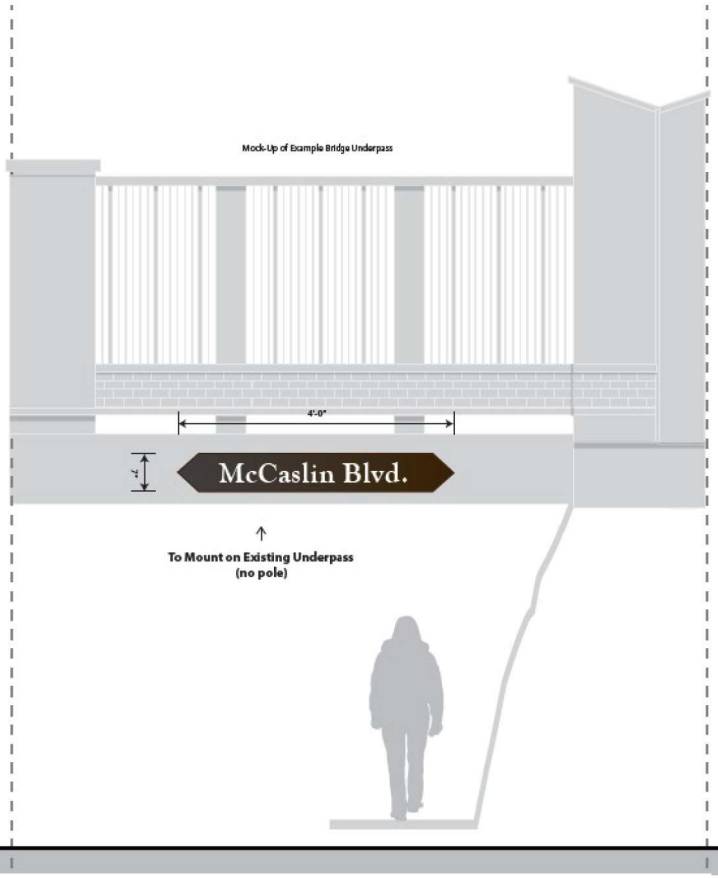
4' Directional Pole



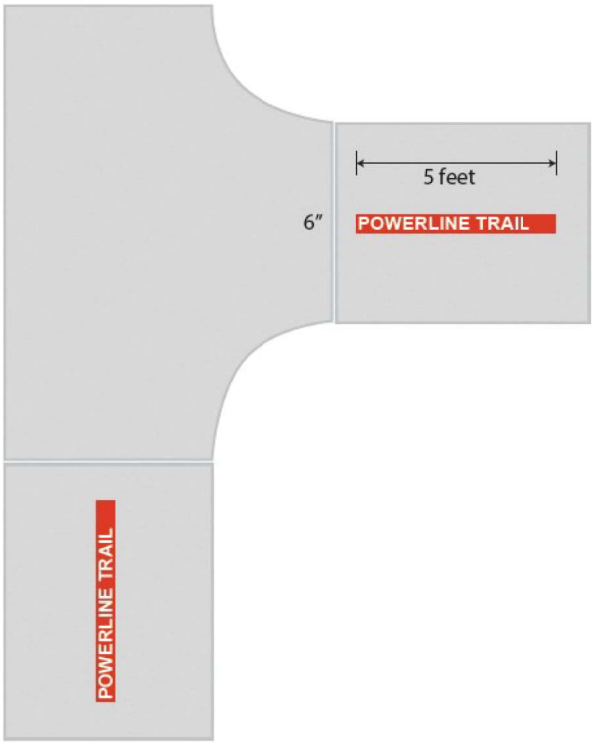
Existing Metal Pole



Street Name



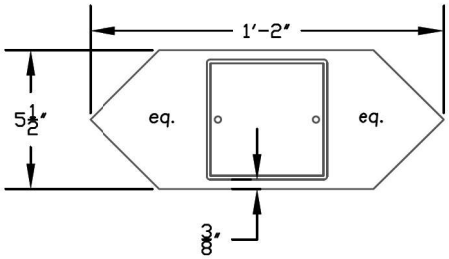
Pavement Striping



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

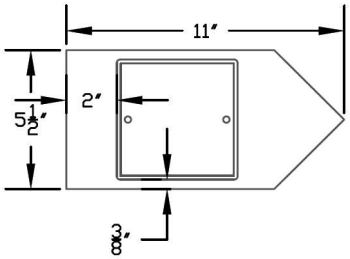
Trail Arrow 2-Way

Material: .5" Thick HPL



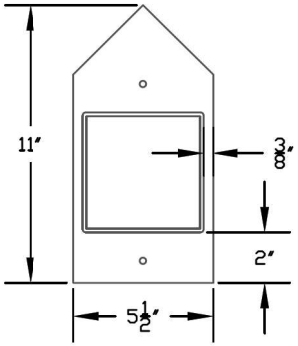
Trail Arrow Left / Right

Material: .5" Thick HPL



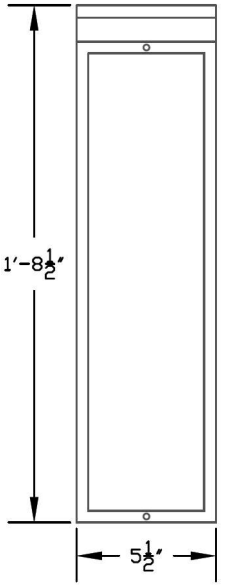
Trail Arrow Vertical

Material: .5" Thick HPL



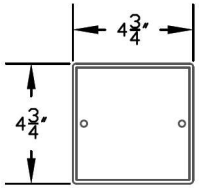
Linear Map

Material: .5" Thick HPL



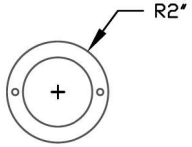
Trail Icon (for panel sign)

Material: 1/8" Aluminum, Direct Print



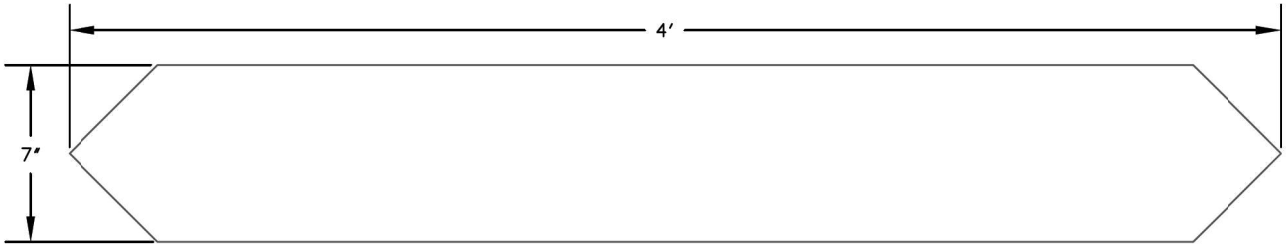
Property Icon / Regulatory Button

Material: .5" Thick HPL

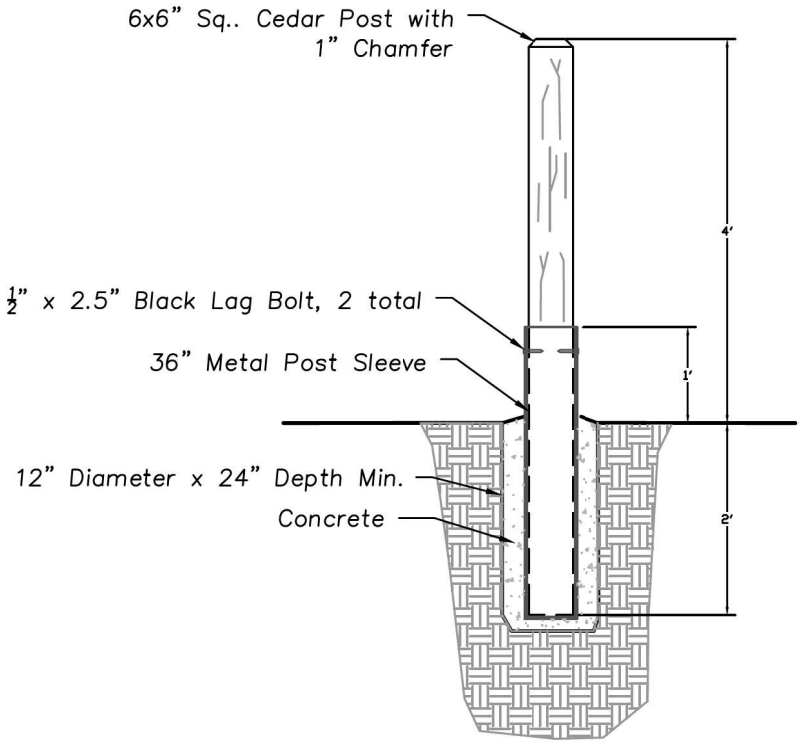


Streetname

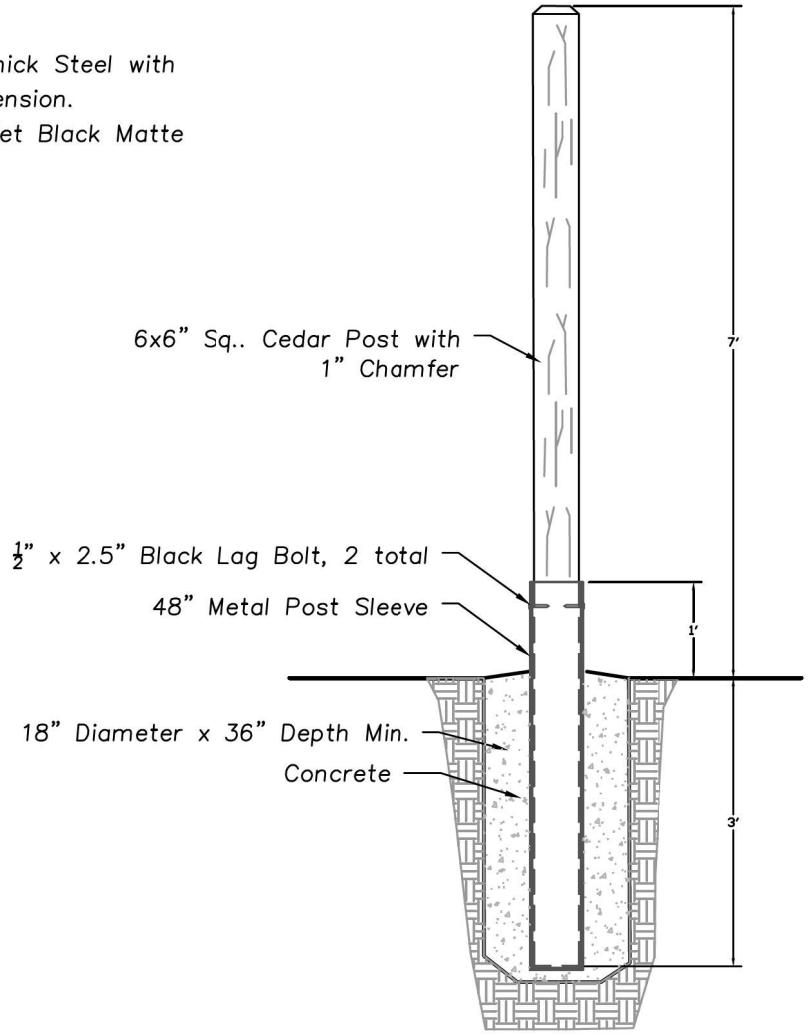
Material: 1/8" Aluminum, Faux Corten Finish per spec, Reflective Vinyl Lettering



NOTE: Post Bases to be ¼" Thick Steel with
6.25"x6.25" clear interior dimension.
Powder Coat with RAL 9005 Jet Black Matte



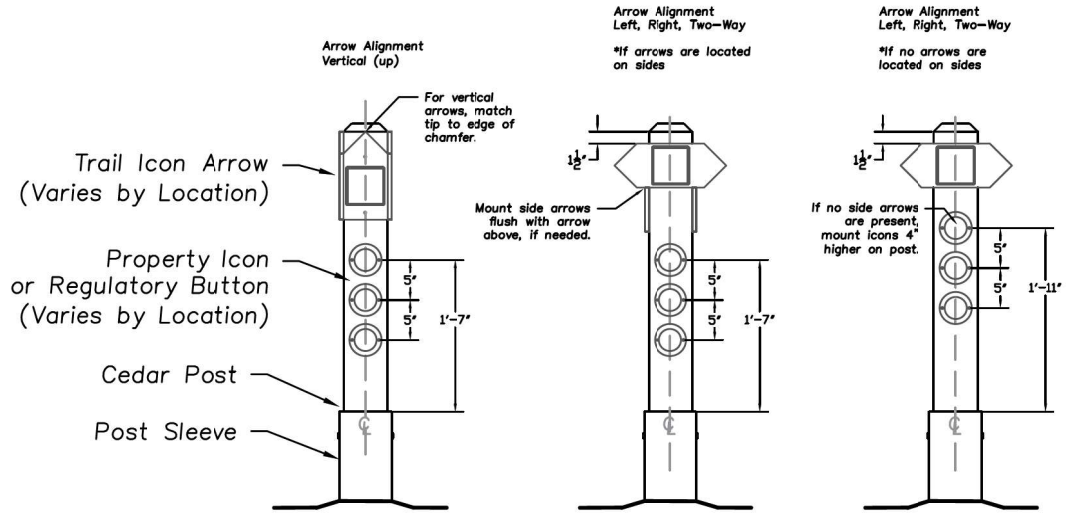
4' Tall Post



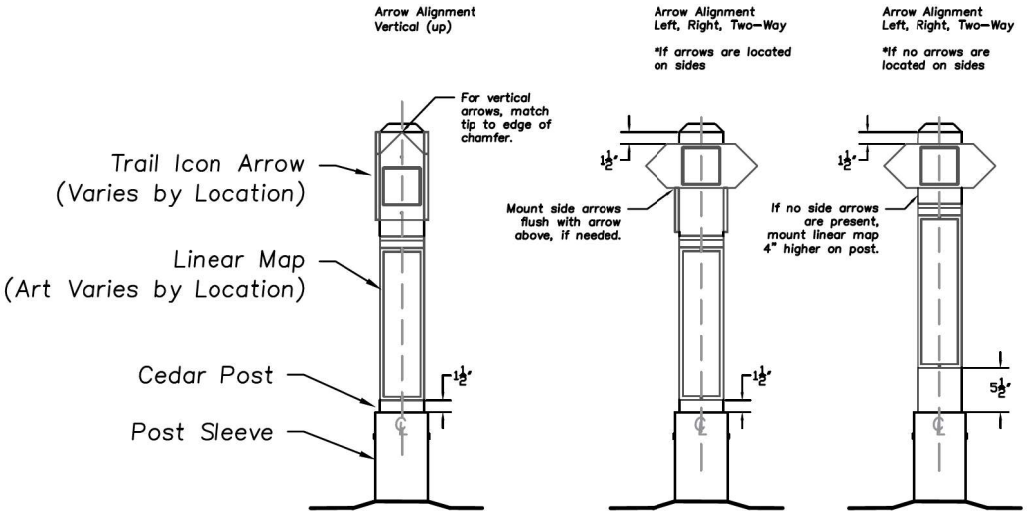
7' Tall Post

POST INSTALLATION DETAIL

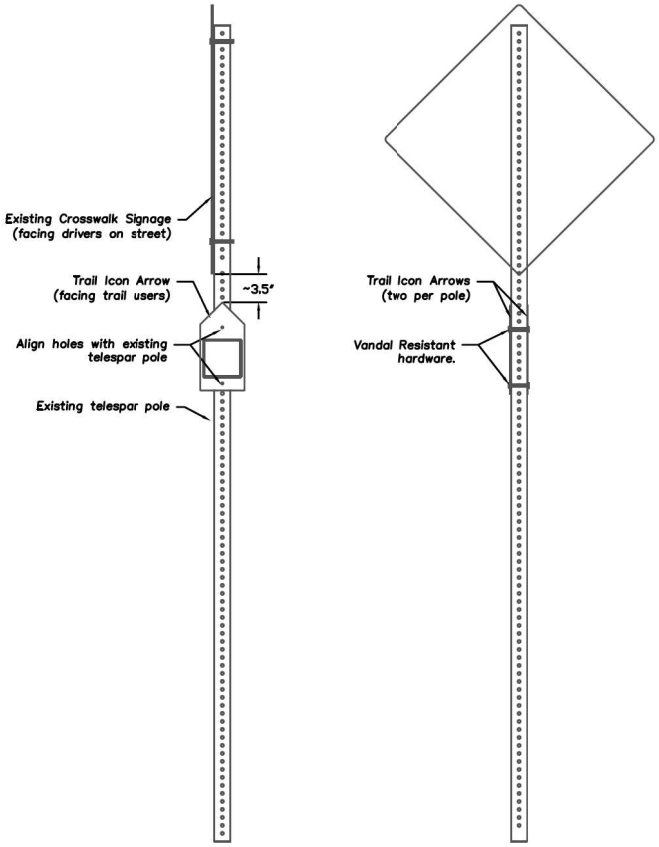
Revised: 8/19/25



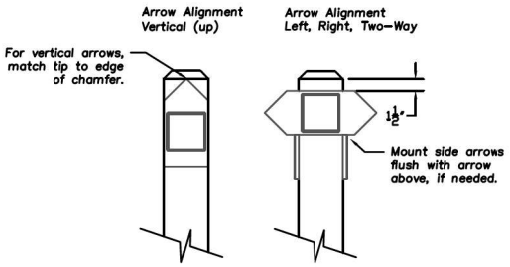
Directional Pole



Linear Map Pole

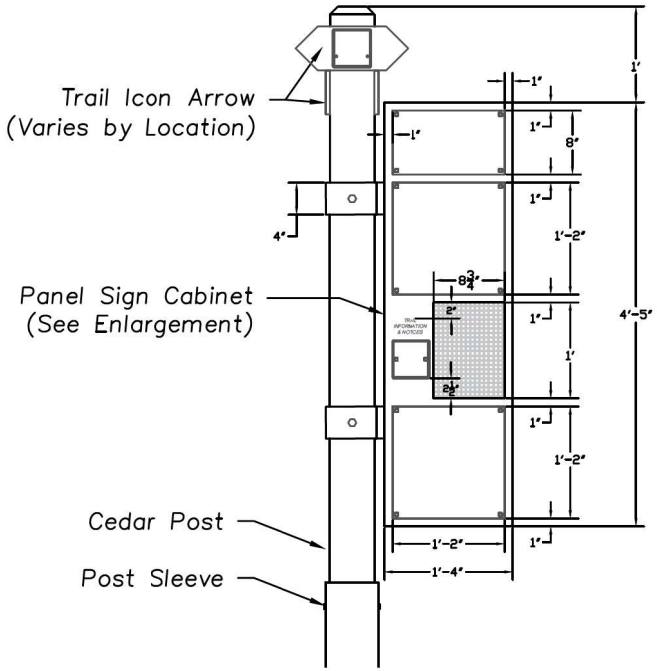


Telespar Mounting

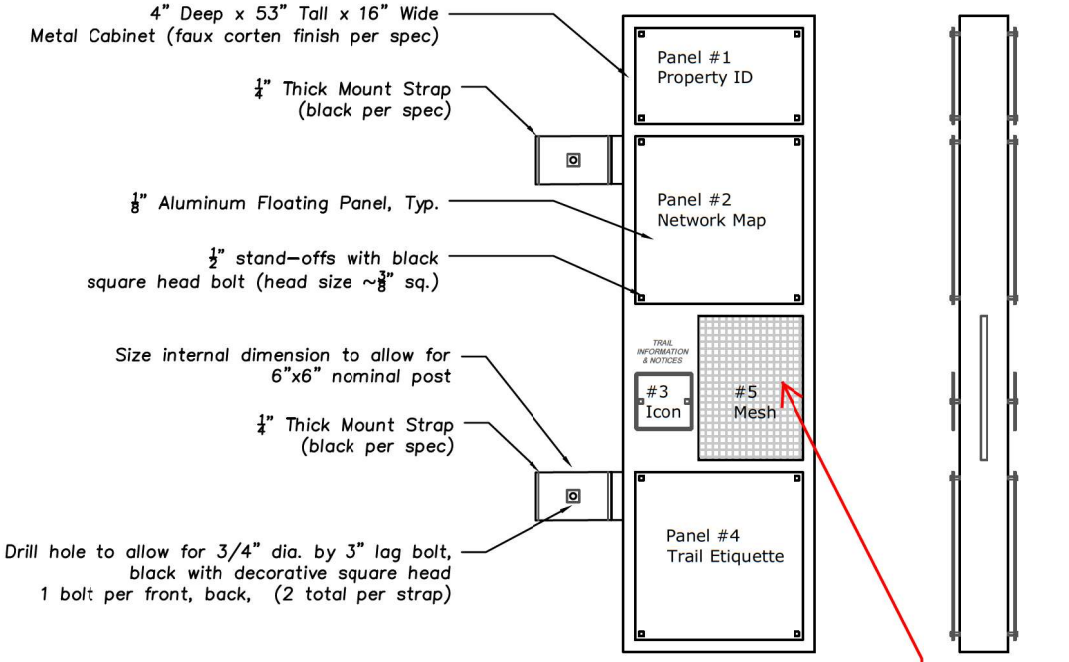


Note: Mounting hole diameters and placement to be confirmed by fabricator based on fabricator's suggested hardware.

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



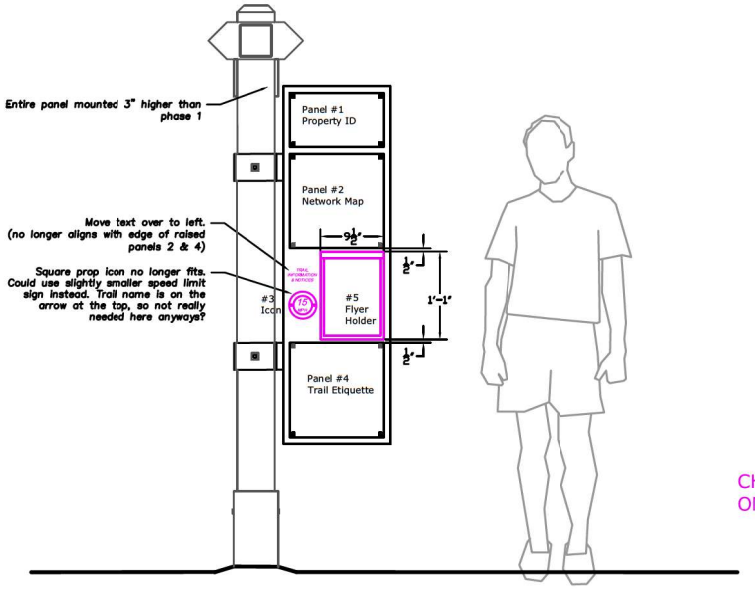
Sign & Panel Dimensions

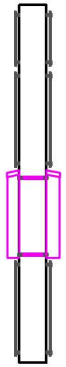


Panel Enlargement

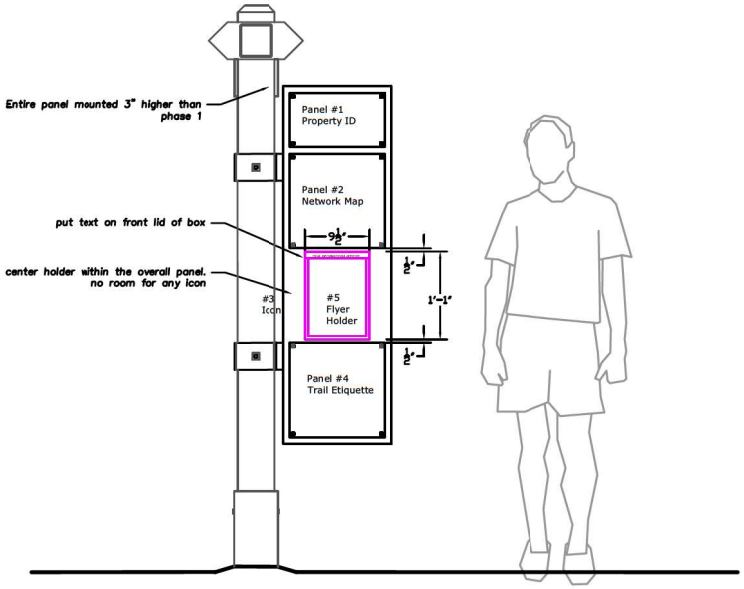
Flyer posting area subject to change. See next page.

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





CHANGES FROM PHASE ONE SHOWN IN PURPLE



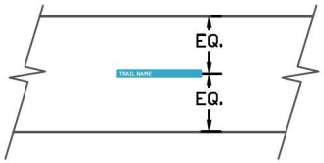
PHASE TWO OPTION A

PHASE TWO OPTION B

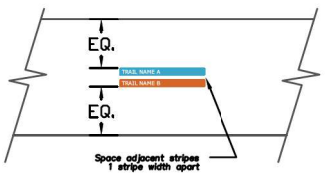
Sample Holder (black, but no take one sticker)

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.

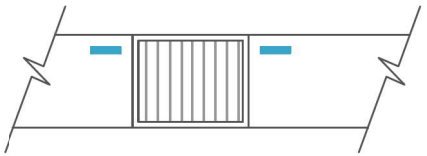
Typical Placement– Single Stripe



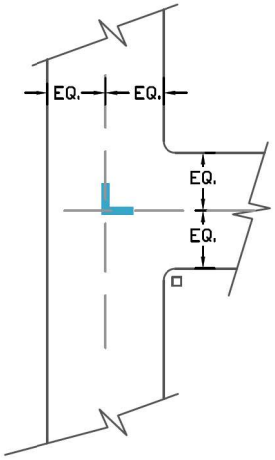
Typical Placement– Dual Stripe



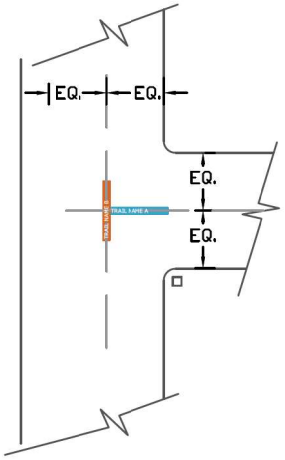
Bridge



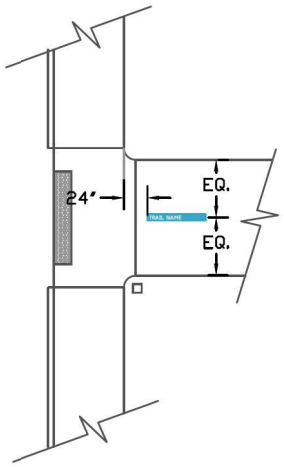
Trail Turn



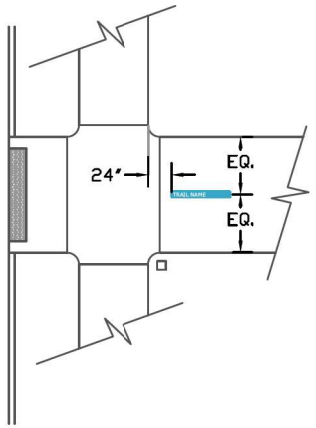
Trail Intersection



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
Satir Finish

13 Receration Center Logo & Panel
PMS 300C
Satin Finish

Typography

Fabricator is responsible for acquiring all listed fcnts.

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

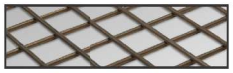
Sign Material Palette

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)

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

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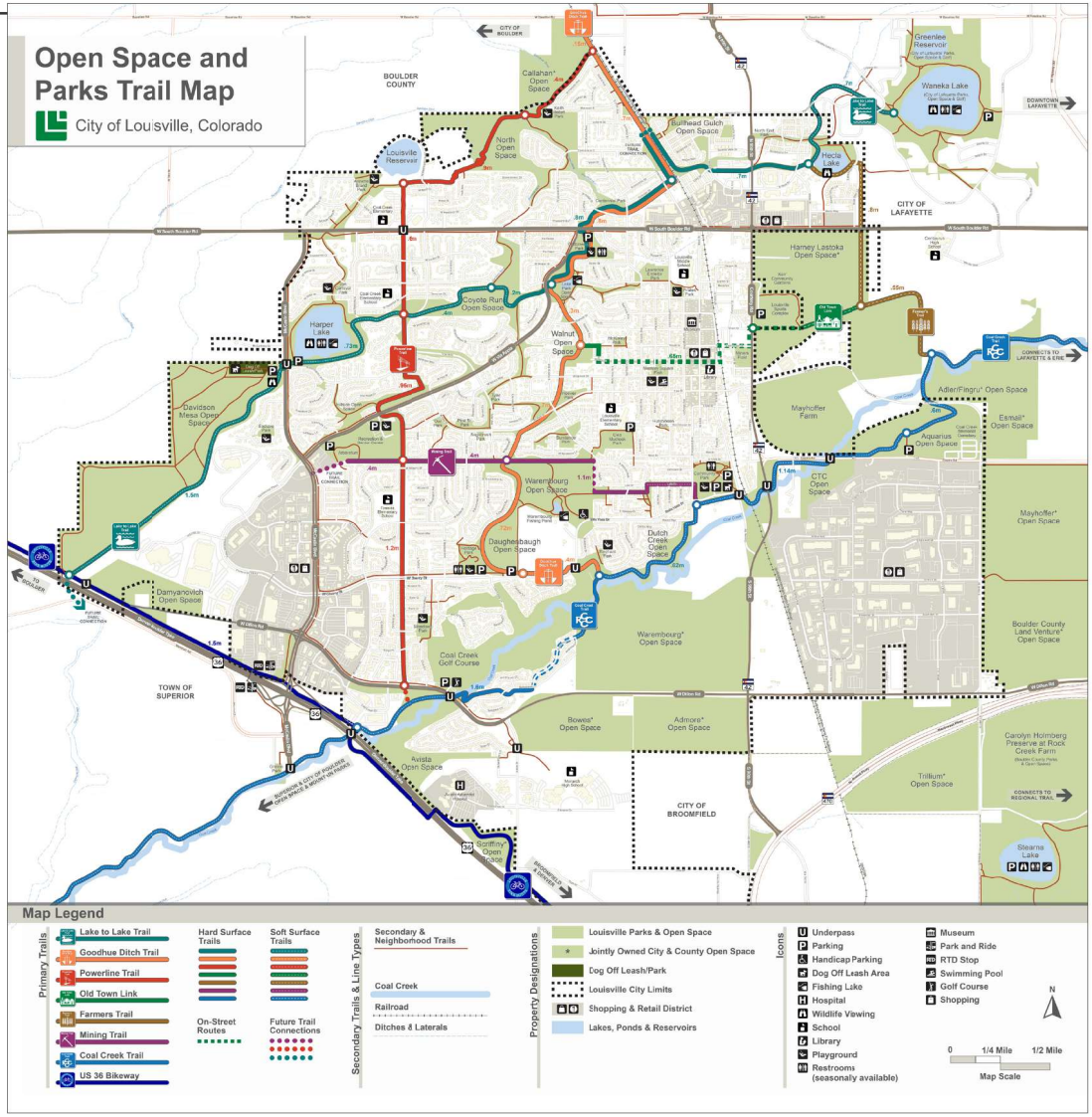

NOTE: All file, designs and fabrications regarding this project Property of the City of Louisville, Colorado

Trail System Map Graphics

Sample Artwork - Linear Trail Maps

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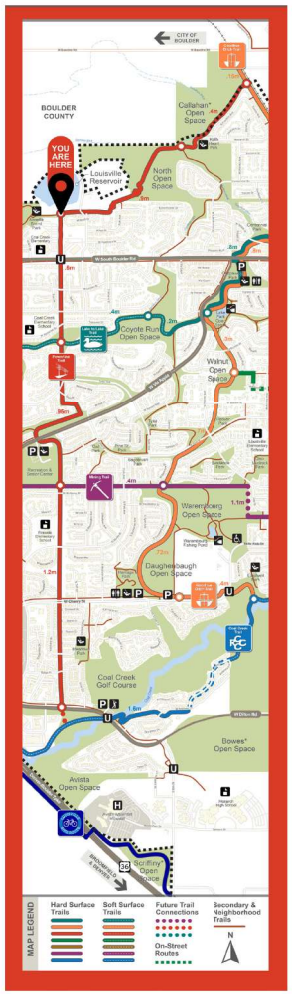
Powerline Trail



Mining Trail

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 & Ettiquette Information

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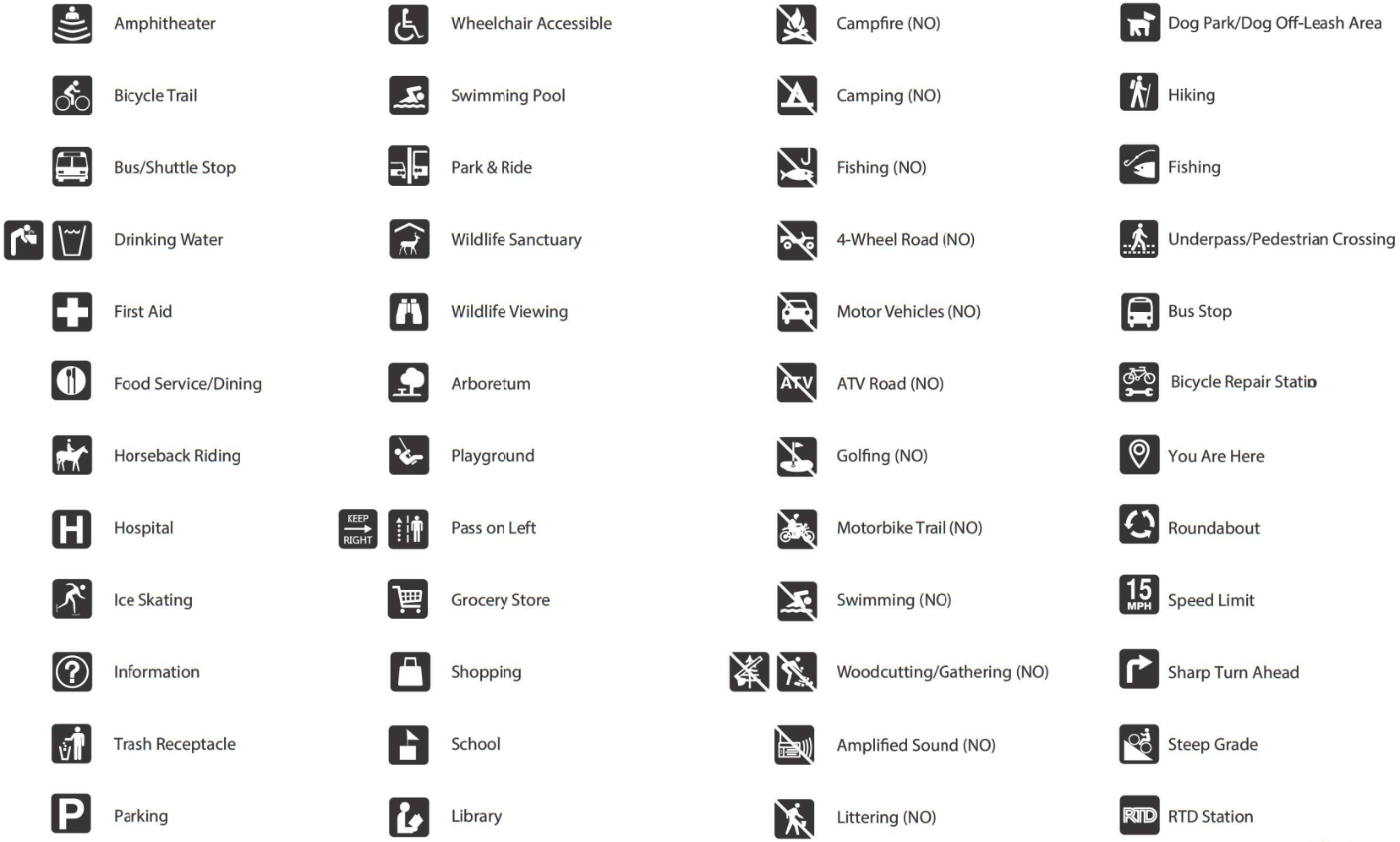
Map Symbols / Destinations / Regulatory & Etiquette



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

Sign Elements - Trail Informational Icons & Ettiquette 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

Recycling

Restrooms

Self-Guiding Trail

Shelter

Sledding

Telephone

Trailhead

Park Open Sunrise to Sunset

Remove One Earbud

Announce When Passing

Fire Station

Post Office

Police Station

Recreation Center

Museum

Tennis Court

Bocce Court

Geocaching

Stay on trail

Yield to Pedestrians

Alcohol (NO)

Breakable Containers (NO)

Hunting (NO)

Vandalism (NO)

Ice Fishing (NO)

Disturb Wildlife (NO)

Dogs Allowed (NO)

Guns or Weapons (NO)

Displays or Advertisements (NO)

Grilling or Operation of Stoves (NO)

Horseback Riding (NO)

Don't Ride 2 Abreast

Soft-Surface Trail

Leave No Trace™

Golfing

Clean Up Pet Waste

Rattlesnakes in Area

Bikers Stay on Trail

Boating Area

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 responsibi ity 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
Lake to Lake Trail
To Sheet #2
Davidson Mesa Open
Space
#01
#02
(omitted)
#03
Lake to Lake Trail
Highway 36
200ft
-105.187 39.967 Degrees
y 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
Lake to Lake Trail
to Sheet #3
Davidson Mesa Open
Space
No wayfinding needed
this page
Lake to Lake Trail
To Sheet #1
200ft
-105.179 39.968 Degrees
y 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 #3
Lake to Lake Trail to Sheet #4
Davidson Mesa Open Space
#5
1315 W Century Drive
#4
Lake to Lake Trail to Sheet #2
200ft
-105.176 39.971 Degrees
y 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
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
Harper Lake
Lake to Lake Trail to Sheet #7
See enlarged plan Sheet #6 for trailhead layouts
McCaslin Blvd
Davidson Mesa Open Space
Lake to Lake Trail to Sheet #4
200ft
-105.169 39.979 Degrees
of Boulder, Boulder County, City and County of Broomfield, Bureau of Land Management, Esri, HERE, Garmin, ...
POWERED BY esri

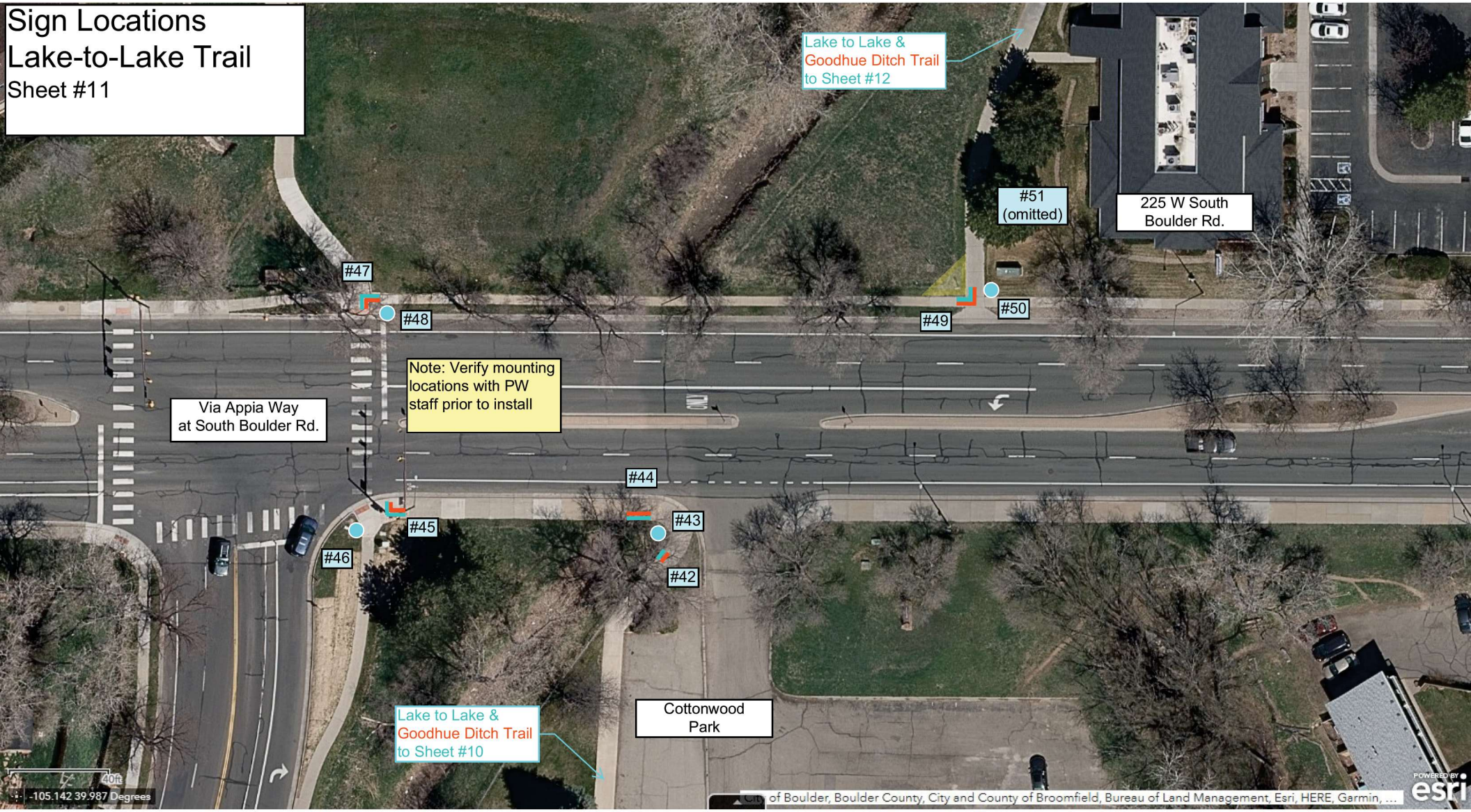
Sign Locations
Lake-to-Lake Trail
Sheet #6
#14
#12
#13
#10
#11
#9
McCaslin Blvd at
Washington Ave
#8
#7a
#7
#6
40ft
-105.167 39.978 Degrees
of Boulder, Boulder County, City and County of Broomfield, Bureau of Land Management, Esri, HERE, Garmin, ...
POWERED BY esri

Sign Locations
Lake-to-Lake Trail
Sheet #7
Ex. 7' panel sign from phase 1
#18b
#18a
Washington Ave
#20
#22
#19
#21
Note: field verify alignment of stripes for 17 due to unique crossing ramps
#16
#17
#18
#15
Lake to Lake Trail to Sheet #8
Kennedy Ave
Harper Lake
Lake to Lake Trail to Sheet #5/6
200ft
-105.162 39.979 Degrees
of Boulder, Boulder County, City and County of Broomfield, Bureau of Land Management, Esri, HERE, Garmin, ...
POWERED BY esri

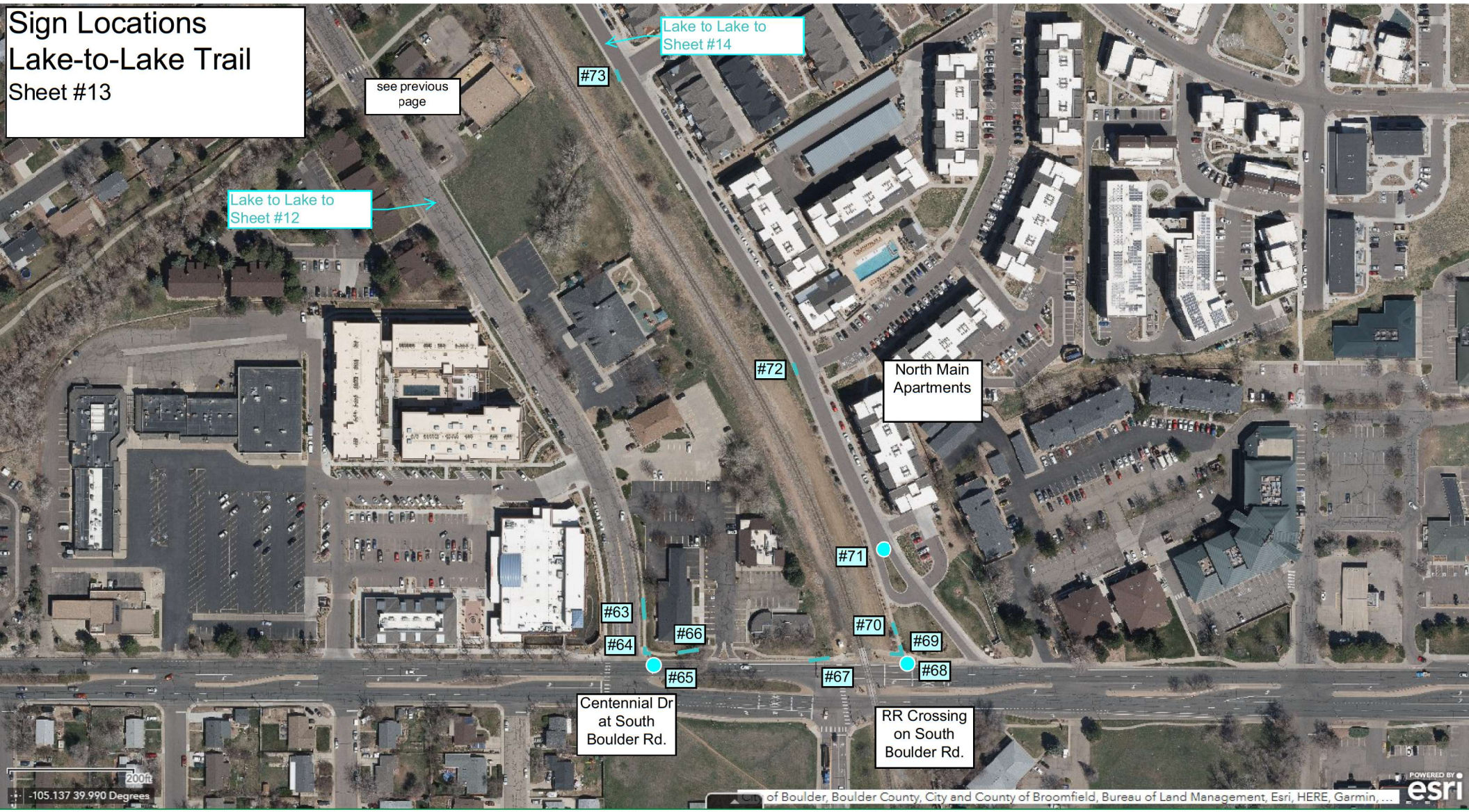
Sign Locations
Lake-to-Lake Trail
Sheet #8
#23
Lake to Lake Trail to Sheet #9
Washington Ave
Coyote Run OS
Lake to Lake Trail to Sheet #7
see previous page for crosswalk signs
200ft
-105.156 39.981 Degrees
of Boulder, Boulder County, City and County of Broomfield, Bureau of Land Management, Esri, HERE, Garmin, ...
POWERED BY esri

Sign Locations
Lake-to-Lake Trail
Sheet #9
Lake to Lake Trail
to Sheet #8
Lake to Lake &
Goodhue Ditch Trail
to Sheet #10
Griffith St.
Lake Park OS
Coyote Run OS
Via Appia Way
#24
#25
#26
#27
#28
#29
#30
#31
#32
#33
#34
#35
200ft
-105.148 39.983 Degrees
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 #10
Lake to Lake & Goodhue Ditch Trail to Sheet #12
225 W South Boulder Rd.
see enlargement next page. Sheet #11
#41
#40
#39
Via Appia Way
Cottonwood Park
#38
#37
#36
see previous page
Lake to Lake & Goodhue Ditch Trail to Sheet #9
200ft
-105.145 39.988 Degrees
of Boulder, Boulder County, City and County of Broomfield, Bureau of Land Management, Esri, HERE, Garmin, ...
POWERED BY esri

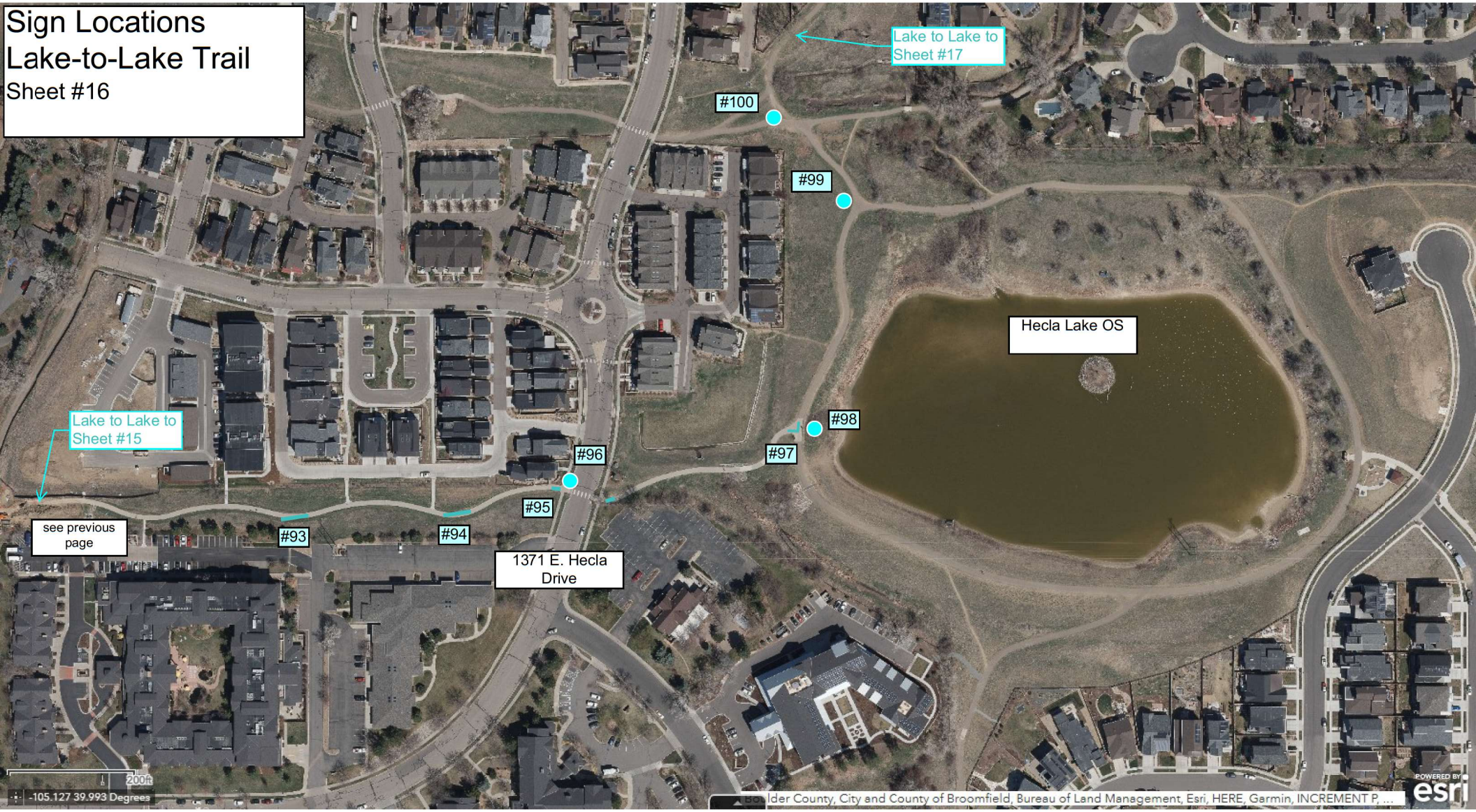

Sign Locations
Lake-to-Lake Trail
Sheet #11
Lake to Lake & Goodhue Ditch Trail to Sheet #12
#51 (omitted)
225 W South Boulder Rd.
#47
#48
#49
#50
Note: Verify mounting locations with PW staff prior to install
Via Appia Way at South Boulder Rd.
#44
#43
#45
#46
#42
Lake to Lake & Goodhue Ditch Trail to Sheet #10
Cottonwood Park
-105.142 39.987 Degrees
of Boulder, Boulder County, City and County of Broomfield, Bureau of Land Management, Esri, HERE, Garmin, ...
esri

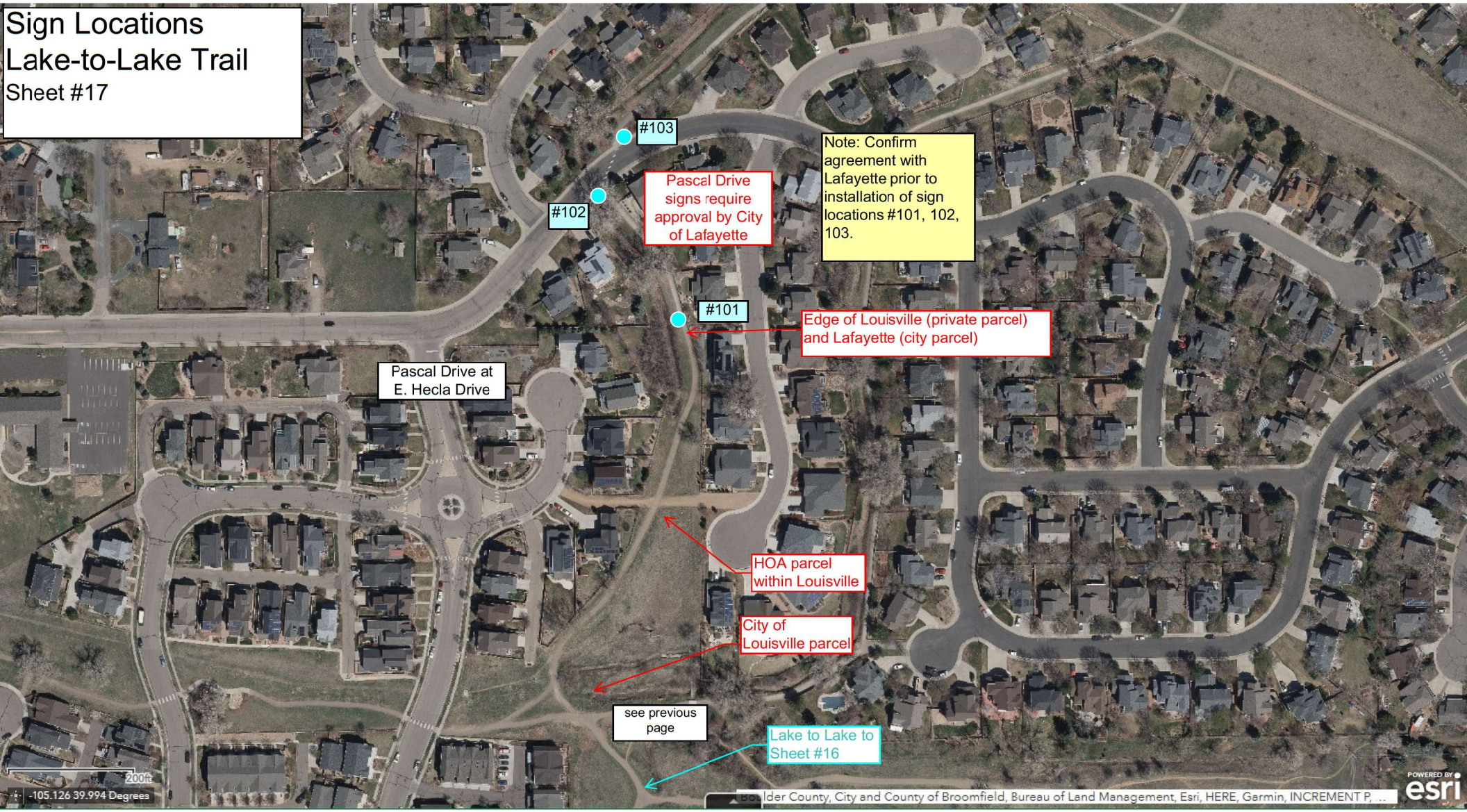
Sign Locations
Lake-to-Lake Trail
Sheet #12
Goodhue Ditch Trail
(Future Phase)
#60
#61
#62
#59
Centennial Dr
Centennial Park
#54
#55
#53
#52
#56
#57
#58
Regal St.
Lake to Lake to
Sheet #13
Lake to Lake &
Goodhue Ditch Trail
to Sheet #11
see previous
page
Garfield Ave
at South
Boulder Rd.
200ft
-105.142 39.989 Degrees
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 #13
see previous page
Lake to Lake to Sheet #14
Lake to Lake to Sheet #12
#73
#72
North Main Apartments
#71
#70
#69
#68
#67
#66
#65
#64
#63
Centennial Dr at South Boulder Rd.
RR Crossing on South Boulder Rd.
200ft
-105.137 39.990 Degrees
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 #14
#74
#75
#76
#77
#78
#79
#80
#81
#82
#83
#84
#85
#86
W. Hecla Dr
HWY 42
Courtesy Rd
at Hecla Drive
see previous page
Lake to Lake to Sheet #13
Lake to Lake to Sheet #16
see enlargement next page for underpass. sheet #15
200ft
-105.134 39.991 Degrees
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 #15
Courtesy Rd
1312
1312
#91
#92
Lake to Lake to
Sheet #13
#90
Lake to Lake to
Sheet #16
#88
42
#89
#87
HWY 42
Courtesy Rd
north of Hecla
Drive
Courtesy Rd
1305
2313
2309
Google
Imagery ©2024 Airbus, Maxar Technologies, Map data ©2024 Google United States Terms Privacy Send Product Feedback


Sign Locations
Lake-to-Lake Trail
Sheet #16
Lake to Lake to Sheet #17
#100
#99
Hecla Lake OS
#98
#97
Lake to Lake to Sheet #15
#96
#95
see previous page
#93
#94
1371 E. Hecla Drive
200ft
-105.127 39.993 Degrees
Ider County, City and County of Broomfield, Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, ...
POWERED BY esri


Sign Locations
Lake-to-Lake Trail
Sheet #17
#103
#102
#101
Pascal Drive signs require approval by City of Lafayette
Note: Confirm agreement with Lafayette prior to installation of sign locations #101, 102, 103.
Edge of Louisville (private parcel) and Lafayette (city parcel)
Pascal Drive at E. Hecla Drive
HOA parcel within Louisville
City of Louisville parcel
see previous page
Lake to Lake to Sheet #16
200ft
-105.126 39.994 Degrees
Boulder County, City and County of Broomfield, Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, ...
POWERED BY esri

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 Louisvile)	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
																										MAKE ONE?	MAKE ONE?								
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 'davidson 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	Exisiting 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 exisiting fence post
14	6	4' Directional Pole		1						1			1			1			1																		removed existing 4x4. one eft 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, eft 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 eastfaces. East side Harper Lake, west Side Coyote Run

18a	7	Pavement Stripe - Solid																												2					one 30" blue stripe on west side of plaza, one on east side.
18b	7	Pavement Stripe - Solid																																2	one 30" red stripe on north side of plaza, one on south sice.
19	7	Pavement Stripe - Solid																												2					one 30" stripe on either side of crosswalk
20	7	Ex. Telespar Pole											1																						right arrow to SW face of existing pedestrian crossing sign for eastbound trail users
21	7	Ex. Telespar Pole											1																						right arrow to NE face of existing pedestrian crossing sign for westbound trail users
22	7	7' Panel Pole	1				2			1			1				1																		remove existing pole. Coyote run sign on both sides
23	8	7' Linear Map Pole	1		1		2									1					2														remove existing pole. up arrows on west and east faces, two way on north face, linear map on north face. Coyote run icons on west and east faces
24	9	Pavement Stripe with Label																										1							60" teal stripe with white label "Lake to Lake Trail"
25	9	7' Panel Pole	1		2												1																		two way arrows on north and south faces. Coyote run on both sides
26	9	Pavement Stripe - Solid																												2					60" teal stripe with white label "Lake to Lake Trail"
27	9	Pavement Stripe - Solid																												2					one 30" stripe on either side of crosswalk
28	9	Ex. Round Metal Pole					2																												one up arrow each side of crosswalk sign in middle of street (needs mounting straps)
29	9	Pavement Stripe with Label																										1							60" teal stripe with white label "Lake to Lake Trail"
30	9	Pavement Stripe with label																											1						60" orange stripe with white label "Goodhue Ditch Trail'
31	9	Pavement Stripe - Both																										1	1						60" teal stripe with label L2L and 60" orange stripe with label GHD side by side)
32	9	7' Panel Pole	1			1		1	1	2			1				1																		see 3-d model for arrows. Both sides say Lake Park Open Space or PARK
33	9	Pavement Stripe - Both																												1	1				30" teal and 30" orange. No label.
34	9	4' Linear Map Pole		1	2	2										1					1														2 way arrow for both L2L and GHD trails on both NW and SE sides of post. Linear map on NE side of post w/ Lake Park OS icon
35	9	Pavement Stripe - Both																										1	1						30" teal and 30" orange. No label.
36	10	Pavement Stripe - Both																												1	1				30" teal and 30" orange. No label.
37	10	Pavement Stripe - Both																										1	1						30" teal and 30" orange. No label.

38	10	Existing 4x4 wood post LIKE CHANGING TO NEW			2	2																	1	1																	in island at junction, two way arrows on west and east sides. remount existing yield signs to below arrows. CW icon on south face. LP icon on north face
39	10	Pavement Stripe - Both																														1	1								30" teal and 30" orange. No label.
40	10	4' Directional Pole PENDING LOCATION FROM NICK		1						1	1		1	1										1																	left arrow for each trail or west face, right arrow for each trail on the north face. CW icon on west face
41	10	Pavement Stripe - Both																												1	1										30" teal and 30" orange. No label.
42	11	Pavement Stripe - Both																														1	1								30" teal and 30" orange. No label.
43	11	4' Directional Pole		1						1	1		1	1										1																	left arrows on south side of post, right arrows on west side of post. CW icon on north side
44	11	Pavement Stripe - Both																												1	1										30" teal and 30" orange. No label.
45	11	Pavement Stripe - Corner																																1	1						30" teal and 30" orange. No label.
46	11	Existing Metal Pole (2"?)										1			1																										would be nice not to add another post here. Consider metal 'traffic style' sign to simplify post attachement?
47	11	Pavement Stripe - Corner																																1	1						30" teal and 30" orange. No label.
48	11	Existing Metal Pole (2"?)										1			1																										two right arrows on south face, two left arrows on east face
49	11	Pavement Stripe - Corner																																1	1						30" teal and 30" orange. No label.
50	11	4' Directional Pole		1					1			1			2	1																									in grass on north side of sicewalk. West face = 1 left split arrow and 1 linear map North Face= 1 right split arrow East Face = 1 right split and 1 up split
51	11	Omitted (no longer needed)																																							30" teal and 30" orange. No label.
52	12	Pavement Stripe - Both																														1	1								30" teal and 30" orange. No label.
53	12	Existing Telephone Pole					2	2																																	two up arrows on each side of the telephone pole? May need to consider metal traffic sign style OR add new post
54	12	4" Directional Pole		1						1	1		1	1											1																two right arrows on south face, two left arrows on east face. CP icon on south face
55	12	Pavement Stripe - Both																														1	1								30" teal and 30" orange. No label.
56	12	Pavement Stripe - Both																														1	1								30" teal and 30" orange. No label.
57	12	4' Directional Pole		1	2	2																																			in grass, east of garfield ave and south of trail. Two arrows on north side and two on south. OR talk to PW about adding telespar poles with pedyield
58	12	Pavement Stripe - Both																														1	1								30" teal and 30" orange. No label.
59	12	Pavement Stripe - Both																												1	1										30" teal and 30" orange. No label.

60	12	Pavement Stripe with Label																											1						60" orange stripe with white label "Goodhue Ditch Trail'
61	12	7' Panel Pole	1			2				2			2				1																		see sketchup. Has to have 3 levels of arrows. Linear map on north side
62	12	Pavement Stripe with Label																									1								60" teal stripe with white label "Lake to Lake Trail"
63	13	Pavement Stripe with Label																									1								60" teal stripe with white label "Lake to Lake Trail"
64	13	Pavement Stripe - Solid Corner																													1				Teal corner stripe. 30" long each side. No label.
65	13	Existing Metal Pole								1			1																						needs straps to mount to existing pole for crosswalk walk/stop sign Left arrow on north side and right arrow on east side
66	13	Pavement Stripe with Label																									1								60" teal stripe with white label "Lake to Lake Trail"
67	13	Pavement Stripe with Label																									1								60" teal stripe with white label "Lake to Lake Trail"
68	13	4' Directional Pole		1			1			1			2																						in rocks, south of sidewak and aligned in view of southbounder apartment sidewalk. Left arrow on west, right arrow on north, right arrow and up arrow on east
69	13	Pavement Stripe - Solid Corner																													1				Teal corner stripe. 30" long each side. No label.
70	13	Pavement Stripe with Label																									1								60" teal stripe with white label "Lake to Lake Trail"
71	13	Existing Telespar Pole					1						1																						on 'keep right' sign pole.Right arrow on north side and up arrow on south side
72	13	Pavement Stripe with Label																									1								60" teal stripe with white label "Lake to Lake Trail"
73	13	Pavement Stripe with Label																									1								60" teal stripe with white label "Lake to Lake Trail"
74	14	Pavement Stripe with Label																									1								60" teal stripe with white label "Lake to Lake Trail"
75	14	Existing round wood fence post					2																												need straps for mounting? Up arrows on either side of fence postnear trash can
76	14	Pavement Stripe with Label																									1								60" teal stripe with white label "Lake to Lake Trail"
77	14	Pavement Stripe - Solid Corner																													1				Teal corner stripe. 30" long each side. No label.
78	14	7' Panel Pole	1				2			2			2				1																		South: right arrow West: up and right arrows East: left arrow North: le't and up arrow
79	14	Pavement Stripe with Label																									1								60" teal stripe with white label "Lake to Lake Trail"
80	14	4' Directional Pole		1	1		1						1																						in grass of Y intersection. Two way arrow on north face, right arrow on west face, up arrow on eastface
81	14	Pavement Stripe - Solid																											1						60" teal stripe with white label "Lake to Lake Trail"

82	14	Existing Telespar Pole			1																														one two way arrow on south face of existing pole for crosswalk sign
83	14	Pavement Stripe - Solid Corner																														1			Teal corner stripe. 30" long each side. No label.
84	14	Pavement Stripe - Solid Corner																														1			Teal corner stripe. 30" long each side. No label.
85	14	Existing Telespar Pole								1			1																						attach to existing crosswak yield sign. Left arrow on north face and right arrow on east face
86	14	Pavement Stripe with Label																									1								Teal corner stripe. 30" long each side. No label.
87	15	Pavement Stripe with Label																									1								60" teal stripe with white label "Lake to Lake Trail"
88	15	Existing Round Light Pole			2																														need straps for mounting.Two way arrows on the north and south sides of light pole
89	15	Pavement Stripe with Label																									1								60" teal stripe with white label "Lake to Lake Trail"
90	15	Pavement Stripe with Label																									1								60" teal stripe with white label "Lake to Lake Trail"
91	15	Existing Round Light Pole			2																														need straps for mounting.Two way arrows on the north and south sides of light pole
92	15	Pavement Stripe with Label																									1								60" teal stripe with white label "Lake to Lake Trail"
93	16	Pavement Stripe with Label																									1								60" teal stripe with white label "Lake to Lake Trail"
94	16	Pavement Stripe with Label																									1								60" teal stripe with white label "Lake to Lake Trail"
95	16	Pavement Stripe - Solid																												2					one 30" stripe on either side of crosswalk
96	16	Existing Telespar Pole					2																												mount to existing crosswalk sign on west side of road. One up arrow on east and west faces
97	16	Pavement Stripe - Solid Corner																														1			Teal corner stripe. 30" long each side. No label.
98	16	7' Panel Pole	1							2			1				1																		needs unique reg's sign. Left arrow on west face and south face. Right arrow on north face
99	16	4' directional pole		1	2					1																									two way arrows on west and east faces. Left arrow on south face
100	16	4' directional pole		1	2																														two way arrows on west and east faces
101	17	4' directional pole OR linear map pole?		1			2																			1	1								up arrows on north and south faces. Louisville icon on north and lafayette icon on south
102	17	Existing telespar pole								1			1																						mount to crosswalk sign. Right arrow on south face and left arrow on east face.
103	17	Existing telespar pole			1																														mount to crosswalk sign. Two way arrow on west face

		For us in various places																	11	20																				
			6" Cedar @ 7' H w/ 48" 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 Louisvile)	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)	
		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	

City of Louisville
COLORADO • SINCE 1878

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

By: _____
Bryon Weber

Title: Project Manager – PROS

ACCEPTED BY:

By: _____
Gunter Hammock

Title: Project Manager – E3 Signs

City of Louisville
COLORADO • SINCE 1878

PERFORMANCE BOND

_____, as Principal, hereinafter called the Contractor,

And _____, as Surety, with general offices in

_____
a Corporation organized under the laws of the State of _____, and authorized to transact business in the State of Colorado, are hereby bound unto the City of Louisville, Colorado, as Obligee, hereinafter called the City, in the penal sum of _____

($_____) in the United States currency, for the payment of which sum the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Contractor has entered into a written contract with the City dated _____, 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.

City of Louisville
COLORADO • SINCE 1878

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

City of Louisville
COLORADO • SINCE 1878

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.

City of Louisville
COLORADO • SINCE 1878

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.

City of Louisville
COLORADO • SINCE 1878

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: _____

City of Louisville
COLORADO • SINCE 1878

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. 0 to 0 $_____
Contract price prior to this Change Order $_____
Net adjustment resulting from this Change Order (+/-) $_____
Current contract price including this Change Order $_____

ADJUSTMENT TO CONTRACT TIME:

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

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

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

City of Louisville
COLORADO • SINCE 1878

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		**ACCEPTED BY CONTRACTOR**	
BY:	_____	BY:	_____
TITLE:	_____	TITLE:	_____
DATE:	_____	DATE:	_____

City of Louisville
COLORADO • SINCE 1878

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.

City of Louisville
COLORADO • SINCE 1878

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: _____

City of Louisville
COLORADO • SINCE 1878

APPLICATION FOR PAYMENT

SAMPLE – SEE DIGITAL FILE PROVIDED BY PROJECT MANAGER

APPLICATION FOR PAYMENT

PROGRESS PAYMENT NO. _____ FOR WORK THROUGH THE DATE OF: _____, 20___
PROJECT: CONCRETE REPLACEMENT PROJECT
PROJECT NUMBER: 301312-660022

DATE SUBMITTED: _____, 20___

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

CONTRACTOR: _____
_____
_____
_____

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

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

CONTRACTOR'S CERTIFICATION:

The undersigned CONTRACTOR certifies that:

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

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

OWNER: CITY OF LOUISVILLE
APPROVED FOR PAYMENT

NAME: _____ DATE: _____
TITLE: _____

NAME: _____ DATE: _____
TITLE: _____

City of Louisville
COLORADO • SINCE 1878

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: _____

City of Louisville
COLORADO • SINCE 1878

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: _____

City of Louisville
COLORADO • SINCE 1878

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)

City of Louisville
COLORADO • SINCE 1878

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: _____

City of Louisville
COLORADO • SINCE 1878

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.

City of Louisville
COLORADO • SINCE 1878

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: _____ _____

City of Louisville
COLORADO • SINCE 1878

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	**PRIME CONTRACTOR**
By: _____	By: _____
President	President
Date: _____	Date: _____

City of Louisville
COLORADO • SINCE 1878

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: _____

City of Louisville
COLORADO • SINCE 1878

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:

City of Louisville
COLORADO • SINCE 1878

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: _____

City of Louisville
COLORADO • SINCE 1878

CITY COUNCIL COMMUNICATION
AGENDA ITEM 8A

SUBJECT: **DISCUSSION / DIRECTION – PROPOSED RULE: RECONSIDERATION OF 2009 ENDANGERMENT FINDING AND GREENHOUSE GAS VEHICLE STANDARDS**

DATE: **SEPTEMBER 2, 2025**

PREPARED BY: **SAMMA FOX, DEPUTY CITY MANAGER**

PRESENTED BY: **SAMMA FOX, DEPUTY CITY MANAGER**

SUMMARY:

According to Regulations.gov:

> *In this action, the U.S. Environmental Protection Agency (EPA) is proposing to repeal all greenhouse gas (GHG) emission standards for light-duty, medium-duty, and heavy-duty vehicles and engines to effectuate the best reading of Clean Air Act (CAA) section 202(a). We propose that CAA section 202(a) does not authorize the EPA to prescribe emission standards to address global climate change concerns and, on that basis, propose to rescind the Administrator's prior findings in 2009 that GHG emissions from new motor vehicles and engines contribute to air pollution which may endanger public health or welfare. We further propose, in the alternative, to rescind the Administrator's prior findings in 2009 because the EPA unreasonably analyzed the scientific record and because developments cast significant doubt on the reliability of the findings. Lastly, we propose to repeal all GHG emission standards on the alternative bases that no requisite technology for vehicle and engine emission control can address the global climate change concerns identified in the findings without risking greater harms to public health and welfare.*

The comment due date is listed as September 22 in the "Document Details" section, however, the content of the regulations.gov site states in the "DATES:" section that comments must be received on or before September 15, 2025 and have a best chance of consideration by the Office of Management and Budget if received on or before September 2, 2025. Comments can be submitted to the Federal eRulemaking Portal: *Federal eRulemaking Portal: https://www.regulations.gov/*.

This item is brought for council discussion and direction for potential council comment on this rulemaking.

BACKGROUND / PRIOR DISCUSSIONS:

During the August 19, 2025 council meeting, under identification of future agenda items, Councilmember Cooperman requested that Council consider commenting on the proposed ruling at a future date. Councilmembers Kern, Hoefner, and Mayor Leh supported, and the item was set for the September 16 agenda as it was believed comments are due September 22, 2025. This agenda item was moved to the September 2 agenda once the earlier deadlines were identified.

ANALYSIS:

Legislative Agenda

City Council adopts a legislative agenda annually and it serves as a guiding document for the City's engagement in legislative affairs and a resource for City Council in representing the City. The 2025 Legislative Agenda includes an Energy & Environment section which supports legislation that addresses climate change, including the reduction of greenhouse gas emissions. The agenda goes on to support state plans to reduce greenhouse gas emissions and improvement of air quality. While this federal rulemaking is not specifically called out, it appears to conflict with City Council's intent in this section and will be up to City Council to determine if comments should be made and / or the legislative agenda should be expanded to include federal initiatives in the future.

Other Cities / Regional Groups

Staff has reached out to cities in the region and a summary of potential actions is included below:

- **City of Northglenn** - Their legislative committee recommended and their Council supported drafting a comment letter to the EPA and a council resolution, primarily as an educational and communication tool for residents. These items will be formally presented to Council for a vote on September 8, 2025.
- **City of Boulder** - City staff are preparing a letter to present to Council for direction on next steps. They are also coordinating with federal lobbyists to determine the most effective use of political capital.
- **Boulder County** - Commissioner Stolzmann recently provided testimony at EPA's hearing on its proposed endangerment finding and greenhouse gas (GHG) emission standards for vehicles. A summary of her comments is available on Boulder County's social media post. Boulder County expects to support and sign on to actions taken by CC4CA as this process advances.
- **Colorado Communities for Climate Action (CC4CA)** - CC4CA has emailed its members with an Action Alert providing the following options for action:
    - *For elected officials, add your name to this **sign-on letter** by September 16.*
    - *Consider having your board/council adopt a resolution in support of the Endangerment Finding (or your opposition to the proposed rollback). **CC4CA has prepared a sample resolution** and is happy to tailor this to your jurisdiction.*
    - *Submit **written comments by September 22** to the EPA; we [CC4CA] have **overall talking points** drafted for members and will have a sample letter available in early September.*

2025 COUNCIL WORK PLAN:
Environmental sustainability is one of City Council's lenses through which all items are reviewed and decarbonization is a large initiative of the 2025 Council Work Plan.

FISCAL IMPACT:
Budgeted?: **Not Applicable**
Commenting on a rule making should not have a fiscal impact.

ALTERNATIVE(S):
City Council may choose to comment or not on this rulemaking. Not commenting may cause frustration in the community as this rulemaking appears contrary to City priorities. In the current federal environment, the risks and benefits of commenting are unclear. In general, comments aligning a larger group or region can have a greater impact.

RECOMMENDATION:
Staff recommends City Council provide clear direction.

ATTACHMENT(S):
None

SUBJECT: **CITY MANAGER'S RECOMMENDED 2026 SUPPLEMENTAL BUDGET PRESENTATION**

DATE: **SEPTEMBER 2, 2025**

PRESENTED BY: **DIANA LANGLEY, CITY MANAGER**
SAMMA FOX, DEPUTY CITY MANAGER
RYDER BAILEY, CPA, FINANCE DIRECTOR
MAHYAR MANSURABADI, FINANCIAL ANALYST

SUMMARY:

The item presents the City Manager's 2026 Supplemental Recommended Budget.

The 2026 Budget is supplemental to the 2025-2026 Biennial Budget. Please refer to the 2025-2026 Biennial Budget Document, adopted by City Council on November 4, 2024 here / link.

BACKGROUND:

The formulation of the City's Budget is one of the most important financial activities that the City of Louisville undertakes annually. The budget process provides a comprehensive plan to deliver efficient services to the City's residents and stakeholders, aligning resources with the City's policies, goals, mission, and vision.

Significant work by Staff, the Finance Committee, and City Council has led to a Structurally Balanced 2026 Budget for all City funds under consideration.

This budget, as presented, reflects our commitment to responsible fiscal management while balancing the needs of our community. Like many Cities across Colorado, we face a constrained financial environment where the growing costs of services are outpacing revenue growth. Maintaining our services comes with challenges.

Flattening revenues from sales and use taxes, our largest revenue source, to a reduction of the local tax share of Colorado's Marijuana Tax.

Rising costs of personnel, materials, and services, especially in critical areas like public safety and parks maintenance.

This budget proactively addresses those risks, embracing restraint in ongoing expenditures while advancing strategic, one-time investments to secure our future. This budget adopts a conservative approach with its revenue projections and limited new spending to ensure long-term stability. We've focused on allocating existing resources in alignment with core services and our priorities. These include maintaining critical

infrastructure, supporting economic vitality, advancing equity and inclusion, promoting sustainability, and expanding housing opportunities.

While difficult choices were required, this budget positions the City to meet both immediate needs and future challenges without compromising our financial resiliency. This budget, as presented, contains:

Market Adjustments for our Police
Competitive salary increases for police officers to align with regional market standards, ensuring the city can attract and retain qualified personnel while maintaining high-quality public safety services

Joining Boulder Office of Disaster Management
Collaboration and coordination between the City and Boulder County Office of Disaster Management (ODM) to improve preparedness for future potential disasters.

Significant Investments in Information Technology and Process Improvement
Enhancing public services by automating workflows, supporting ongoing efficiencies and process improvements in the organization, and providing improved cybersecurity.

Significant Investment in Infrastructure
South Street Underpass and the "Front and Center" project, which is Phase 1 of the Downtown Vision Project, will enhance the community's experience and economic activity in the city.

These commitments address our city's most critical areas of focus for our community, while maintaining sufficient reserves for unforeseen emergencies.

BUDGET DEVELOPMENT TIMELINE AND DATES / PRIOR DISCUSSIONS:

Previously held Budget public meetings were held on the following dates:

- Monday, November 4th, 2024 (Council Chambers) – City Council Adoption of the Biennial 2025 / 2026 Budget – Link to Materials
- Tuesday, July 1st, 2025 (Virtual) – Finance Committee Special Meeting – 2026 Supplemental Budget Retreat Preview – Link to Materials
- Tuesday, July 23rd, 2025 (Council Chambers) – City Council Annual Budget Retreat– Link to Materials
- Thursday, August 21st, 2025 (Virtual) – Finance Committee - Update on the status of the 2026 Budget Development and Recap of the Budget Retreat– Link to Materials

Future 2026 Budget public meetings are expected to be held on the following dates:

- Tuesday, October 21st – (Council Meeting) – City Manager's Final Budget Presentation
- Monday, November 3rd – (Council Meeting) – 2026 Supplemental Budget Adoption

ANALYSIS:

City Staff have conducted extensive work and analysis in preparing the structurally balanced City Manager's Recommended 2026 Supplemental Budget for your consideration.

2025 COUNCIL WORK PLAN:

Core Services - Formulating the City's budget is one of the most important financial activities that the City of Louisville undertakes annually. The budget process provides a comprehensive plan to deliver efficient services to the City's residents and stakeholders, aligning resources with the City's policies, goals, mission, and vision.

FISCAL IMPACT:

Budgeted?: **Not Applicable**

ALTERNATIVE(S):

N/A.

RECOMMENDATION

Discussion / Direction

ATTACHMENTS:

1. PowerPoint Presentation
2. Draft 2026 Supplemental Budget Materials

Photo Courtesy: Big Heart Film

City Manager Recommended 2026 Supplemental Budget

Presented to: City Council

September 2nd, 2025

Diana Langley, City Manager

Samma Fox, Deputy City Manager

Ryder Bailey, CPA, Finance Director

Mahyar Mansurabadi, Financial Analyst

City of Louisville

2026 Recommended Budget

- Today's presentation is the result of the significant work to date in developing the 2026 Supplemental Budget.
- The 2026 Recommended Budget, as presented, is a Structurally Balanced Budget.

2026 Budget Highlights

- Market Pay Adjustment for the Police Department
- Joining the Boulder County Office of Disaster Management (ODM)
- Significant Investments in Information Technology, Security, and Process Improvement
- Marshall Fire Building Permit Rebate Set Aside
- Community Events *(150th/250th Celebration, Marshall Fire 5 Year, Council Sponsor Event Fund, and expanded Holiday Lighting)*
- **Structurally Balanced 2026 Budget**

Neighboring Communities Budgetary Challenges

- City of Fort Collins *(~$5.7M Shortfall)*
  - Fort Collins projected shortfall leads to hiring pause
- City of Boulder *(~$10M Shortfall)*
  - Boulder freezes hiring amid projected $10M budget shortfall
- City of Aurora *(~$25M Shortfall)*
  - Aurora faces $25 million budget shortfall, considers cuts, fees to balance finances
- City of Denver *(~$200M Shortfall)*
  - Denver is looking at substantial layoffs amid a budget deficit
- State of Colorado *(~$1B Shortfall)*
  - Colorado governor calls special legislative session to deal with nearly $1B budget hole

Budget Calendar and Timeline

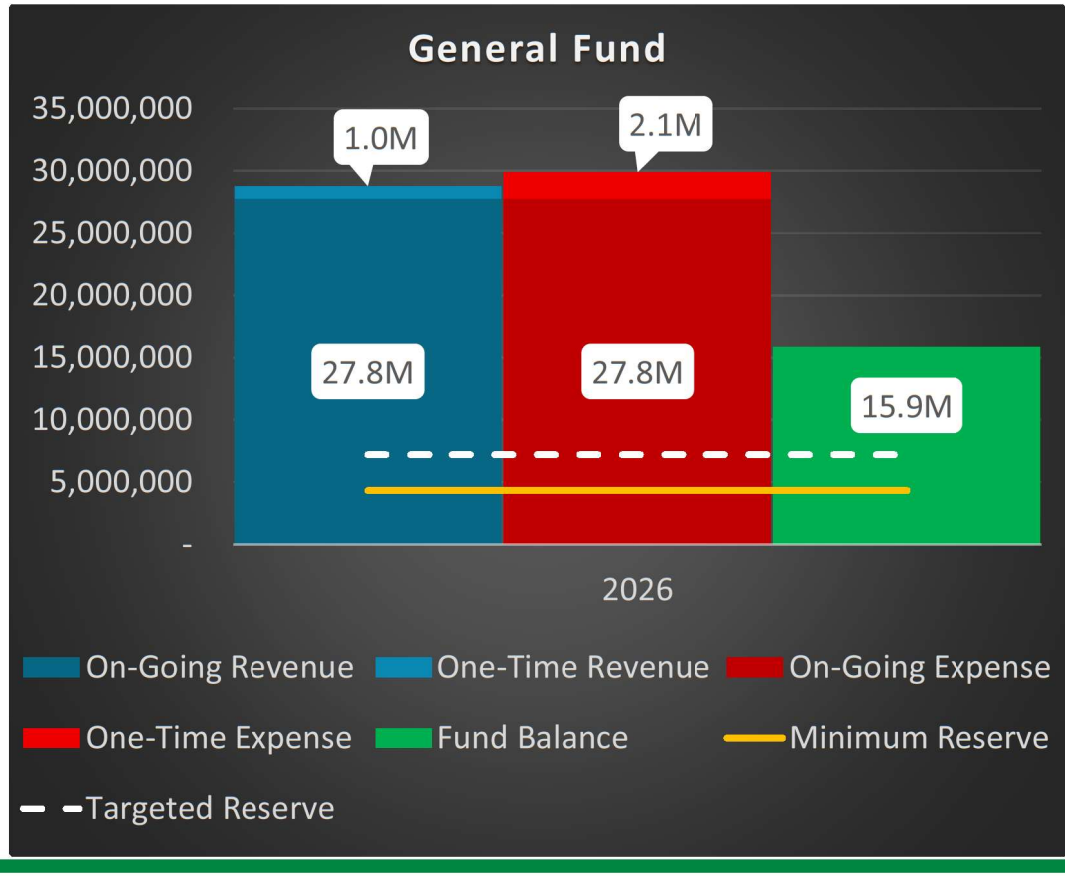
- Monday, November 4th, 2024 – City's 2025/2026 Biennial Budget Adopted
- Tuesday, July 1st – Finance Committee Special Meeting – 2026 Budget
- Wednesday, July 23rd – City Council Annual Budget Retreat
- August 21st – Finance Committee Budget Update and Retreat Recap
- **Tuesday, Sept 2nd – (Council Meeting) – City Manager Recommended Budget Presentation**
- Tuesday, Oct 21st – (Council Meeting) – City Manager Final Budget Presentation
- Monday, November 3rd – (Council Meeting) – 2026 Budget Adoption

General Fund

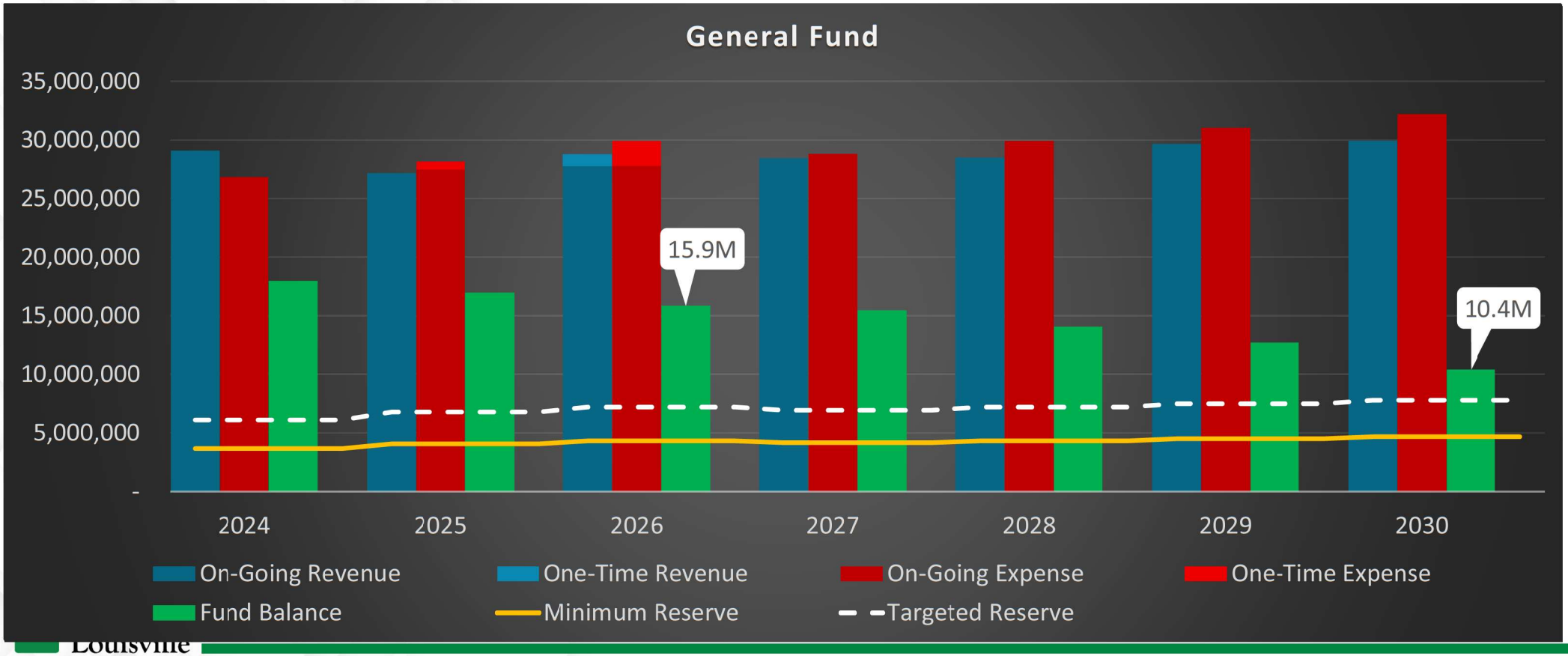
- Council and Finance Committee supported the staff's recommended pathway to achieve structural balance in the **General Fund** for 2026, those were;
  - Reduce the abatement line item to align with historical trends; and
  - Shift computer replacement cost allocations from the general fund to the capital fund; and
  - Eliminate the vacant Risk Management Specialist position, with duties absorbed by existing positions in CMO and HR Departments; and
  - Incorporate the latest/revised Health Care Insurance projected rate increases into our Salary Projection Modeling; and
  - Retain the Wind Hail Deductible Buy Down by resetting coverage consistent with previous years. *(2020-2024 levels)*

General Fund

- **General Fund is Structurally Balanced for 2026.**
- Total General Fund forecasted 2026 Revenues - $28.8M *($27.8M ongoing)*
  - $1.0M One-Time Revenues (FEMA)
- Total General Fund forecasted 2026 Expenses – $29.9M *($27.8M ongoing)*
  - $2.1M in one-time expenses
    (incl. MF permit rebate set aside $1.7M)
  - Incorporates $1.5M in projected Operational Turnback



General Fund - Forecast

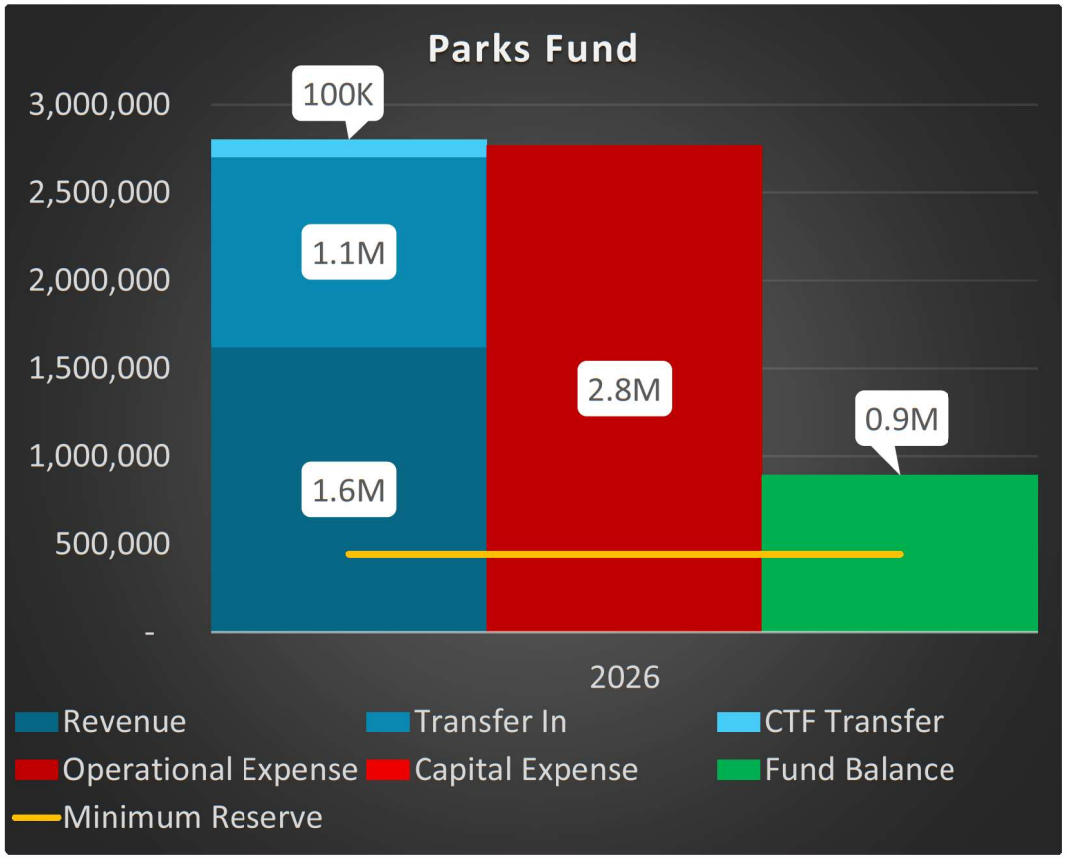


Park Fund

- Council and Finance Committee supported the recommended pathway to structurally balance the **Park Fund** for 2026, those were:
- Transfer from the Conservation Trust Fund for Park operations in the amount of $100,000 annually in the near term as a stopgap measure.
- Directed Staff to evaluate the inflationary factor / CPI Transfer Methodology used for the Parks Fund annual General Fund transfer (set by City Financial Policy 2.3).
  - Staff will add this to the 2026 Finance Committee Work Plan, alongside the Annual Review of City Financial Policies.

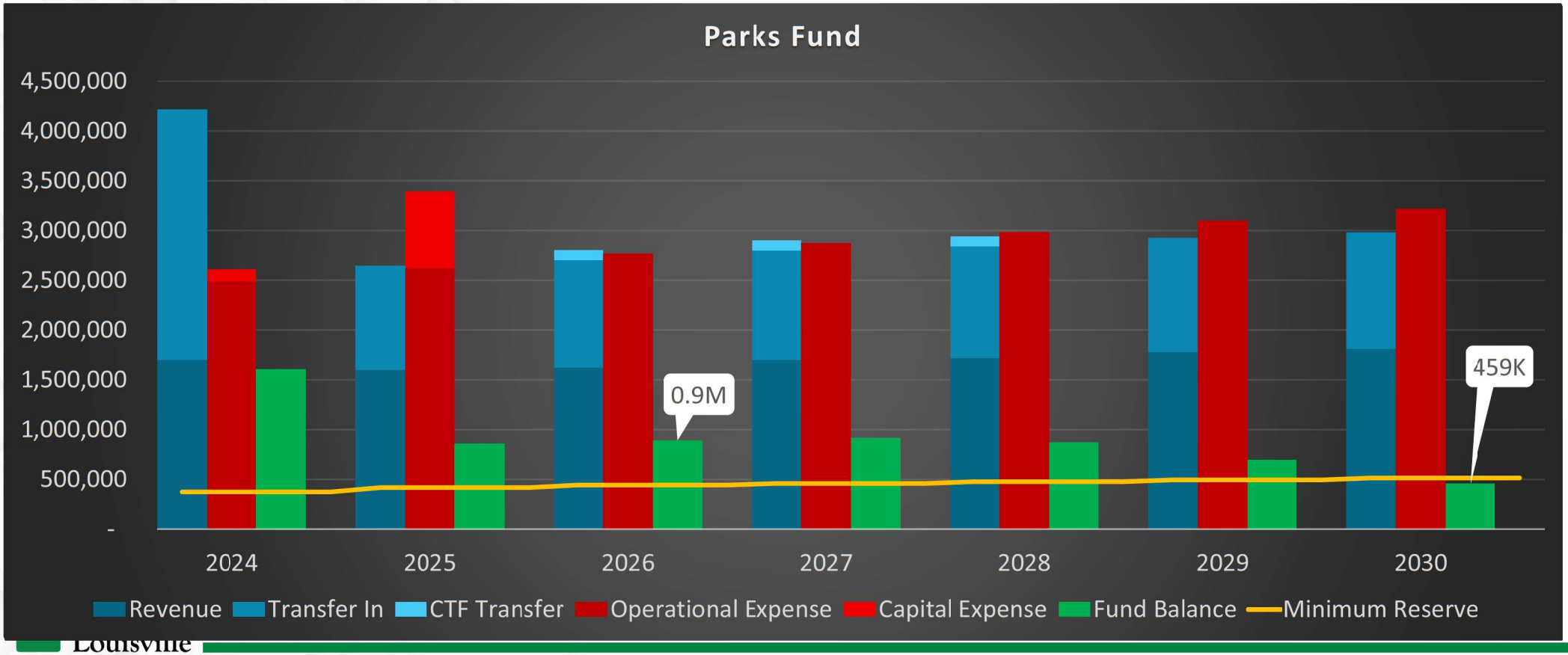
Park Fund

- **Park Fund is Structurally Balanced for 2026.**
- Total Park Fund forecasted 2026 Revenue - $2.8M *(includes $1.2M in Transfers)*
  - Includes $100K Transfer from Conservation Trust Fund
- Total Park Fund forecasted 2026 Expense – $2.8M
  - Incorporates $0.2M in projected Operational Turnback



City of Louisville

Park Fund - Forecast



Other Funds
Long-Term Financial Forecasts

All remaining City Funds in the 2026 Budget are structurally balanced.

Long-term financial Fund Forecasts, required per our City Financial Policies, can be found in the Agenda Packet Materials, within the Budget Message / Transmittal Letter.

Summary of Budget Adjustments

In the following slides, staff will outline the operational and capital adjustments that received Council's support during the Budget Retreat and have been incorporated into the 2026 City Manager Recommended Budget.

Recommended Budget Adjustments

Description	Department	2026 Cost	Cost 2027-2030	One Time / Operational	Fund	CMO Recommend	Council Support
Market Adjustments - Police	Police	$110,000	$450,000	Operational	General	Yes	Yes
Boulder County ODM Buy-in (Emergency Mgmt. Services)	CMO	213,700	921,000	Operational	General	Yes	Yes
IT Software Maintenance	IT	40,000	160,000	Operational	General	Yes	Yes
Annual External Audit - Incremental Cost Increase	Finance	21,700	98,000	Operational	General & Utilities	Yes	Yes
Travel, Training, and Meetings Budget for Library	Cultural Services	10,000	40,000	Operational	General	Yes	Yes
Efficiency, Systems & Process Improvement Contingency Funds	CMO	100,000	-	One Time	General	Yes	Yes
Development Impact Fee Update	Community Development	80,000	-	One Time	General	Yes	Yes

Recommended Budget Adjustments Cont.

Description	Department	2026 Cost	Cost 2027-2030	One Time / Operational	Fund	CMO Recommend	Council Support
Citizen Led Initiative Special Election	Clerk	80,000	-	One Time	General	Yes	Yes
Marshall Fire 5 Year Anniversary	CMO	$35,000	-	One Time	General	Yes	Yes
Utility Billing & Tax Collection and Administration Software Upgrade	Finance, IT & PWD	1,000,000	1,200,000	Capital / On Going	Capital/ Utilities	Yes	Yes
Police Vehicles – 3 Addt'l	Police	232,000	-	Capital	Capital	Yes	Yes
Shared Vehicle for Comm Dev – Electric Vehicle	Community Development	55,000	-	Capital	Capital	Yes	Yes
Library Public Copier Replacement	Cultural Services	20,000	-	Capital	Capital	Yes	Yes
Owl Park Fence Replacement	PROSG	18,700	-	Capital	Capital	Yes	Yes

Recommended Budget Adjustments Cont.

Description	Requesting Department	2026 Cost	Cost 2027-2030	One Time / Operational	Fund	CMO Recommend	Council Support
Marshall Fire Bldg. Permit Rebate Set Aside	Council	Up to $1.7M		One Time	General Fund *(Fund Balance)*	Policy	Yes
Holiday Lighting Expansion	PROS	20,000	80,000	On Going	General	Yes	Yes
4th of July and 250/150 Commemoration	Cultural Services	10,000	-	One Time	General Fund *(Fund Balance)*	Yes	Yes
Council Sponsored Events Fund	CMO	10,000	-	One Time	General Fund *(Fund Balance)*	Yes	Yes

Budget Development
Boards and Commission Requests

Council supported the following Board and Commission Requests:

- Puck and Stick – Directed Parks' internal Staff to explore potential sites.
- Sustainability Neighborhood Pilot Program - Bag Tax Funded, $10,000, One Time.

Budget Development
Other Policy Direction

Other Policy Direction Received from Council during Budget Development:

- Open Space Acquisition Target Reserve Amount (per City Financial Policy 2.2) was set at **$5,000,000** *(Current balance is approximately $315,000)*
- Historical Preservation Fund Tax exploration was added to the 2026 Work Plan. *(Current Tax expires on December 31, 2028)*

Budget Next Steps

Future 2026 Budget public meetings are expected to be held on the following dates:

- Tuesday, October 21st – (Council Meeting) – City Manager's Final Budget Presentation
- Monday, November 3rd – (Council Meeting) – Budget Adoption

Thank you!

2025–26 Biennial Operating & Capital Budget

2026 SUPPLEMENTAL BUDGET REPORT

City of Louisville
COLORADO • SINCE 1878

November 3, 2025

Mayor Leh and City Council,

I am pleased to present the 2026 Supplemental Operating & Capital Budget, the updated 2025-2030 Capital Improvements Plan (CIP), and the updated 2025-2030 Long-Term Financial Plan. These documents reflect our commitment to responsible fiscal management while addressing the needs of our community. Like many Cities across Colorado, we face a constrained financial environment where the growing costs of services are outpacing revenue growth. The ability to maintain our services comes with challenges.

Flattening revenues from sales and use taxes, our largest revenue source, to a reduction of the local tax share of Colorado's Marijuana Tax.

Rising costs of personnel, materials, and services, especially in critical areas like public safety and parks maintenance.

This budget proactively addresses those risks, embracing restraint in ongoing expenditures while advancing strategic, one-time investments to secure our future. This budget adopts a conservative approach with its revenue projections and limited new spending to ensure long-term stability. We've focused on allocating existing resources in alignment with core services and our priorities. These include maintaining critical infrastructure, supporting economic vitality, advancing equity and inclusion, promoting sustainability, and expanding housing opportunities.

While difficult choices were required, this budget positions the City to meet both immediate needs and future challenges without compromising our financial resiliency.

This budget, as presented, contains:

Market Adjustments for our Police – Core Service & Safety Preparedness
Competitive salary increases for police officers to align with regional market standards, ensuring the city can attract and retain qualified personnel while maintaining high-quality public safety services

Joining Boulder ODM – Safety Preparedness
Collaboration and coordination between the City and Boulder County Office of Disaster Management (ODM) to improve preparedness for future potential disasters.

Significant Investment in Information Technology and Process Improvement – Core Service
Enhancing public services by automating workflows, supporting ongoing efficiencies and process improvements in the organization, and providing improved cybersecurity.

DRAFT

Significant Investment in Infrastructure – Economic Vitality
South Street Underpass and the "Front and Center" project, which is Phase 1 of the Downtown Vision Project, will enhance the community's experience and economic activity in the city.

These commitments are in response to our city's most critical areas of focus for our community, while maintaining sufficient reserves for unforeseen emergencies.

Awards

The City has received the Government Finance Officers Association of the United States and Canada (GFOA) award for Distinguished Budget Presentation for the 2025-2026 biennial budget. In order to receive this award a governmental unit must publish a budget document that meets program criteria as a policy document, as an operations guide, as a financial plan, and as a communication medium. The award received is valid for one biennium; therefore, the Supplemental Budget document will not be submitted for the award.

Acknowledgements

I want to thank the residents who contributed ideas, commented on and helped the City refine the 2026 budget. Mayor Leh and City Council Members for their clear direction and firm support, and the terrific staff throughout the City. A special thank you to the Finance Committee and the Finance Committee Chair Hoefner, for their support and guidance in this process. I want to thank the Finance Department and specifically Ryder Bailey, Finance Director, and Mahyar Mansurabadi, Finance Analyst, for their significant efforts in developing the budget. I would also express my appreciation for the Communications Team, Derek Cosson, and Grace Johnson for their assistance in compiling and drafting the budget document. Without everyone's hard work, collaboration, and advice, the development and passage of the 2026 Supplemental Operating and Capital Budget would not have been possible.

Following this budget message, the reader will find in-depth analysis on revenues and expenditures, projections, and the Long Term Financial Summary.

The attached documents offer further transparency.

- 2026 Operating & Capital Budget presented by *Program and* Sub-*Program;*
- 2026 Operating & Capital Budget presented by *Fund; and*
- The Updated 2025-2030 Capital Improvements Plan

Respectfully submitted,

Diana Langley
City Manager

DRAFT

REVENUE & OPERATING EXPENDITURE PROJECTIONS

The following table summarizes the updated revenue and operational expenditure estimates and assumptions for 2025 through 2030 that have been incorporated into the 2026 Operating & Capital Budget and 2025-2030 Long-Term Financial Plan.

All projections for construction-related revenue are based on forecasts by the Planning & Building Department. Construction-related revenue includes Use Tax on Building Materials, Construction Permits, Impact Fees, and Utility Tap Fees.

All projections for revenue generated at the Recreation Center and Golf Course are based on forecasts by the Parks & Recreation Department. Golf Course User Fees include a consolidation of green fees, annual season passes, golf cart rentals, driving range fees, pro shop merchandise sales, daily rentals, golf lesson fees, club repair fees, and handicap fees.

Projections for Solid Waste & Recycling Fees and Utility User Fees are based on forecasts by the Public Works Department.

All remaining projections are based on the Finance Department's forecasts using trend analysis.

City of Louisville, Colorado
Summary of Assumptions
Year-Over-Year Percent of Change
2020 - 2030

Category	Percent of Change										
	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Revenues:											
Taxes											
Sales Tax	-8.4%	16.3%	9.1%	7.4%	11.5%	-2.2%	2.9%	5.0%	3.5%	3.5%	3.5%
Property Tax	9.5%	2.9%	7.5%	-5.2%	14.4%	-0.3%	3.8%	3.0%	0.0%	3.0%	0.0%
Use Tax - Consumer	-16.4%	28.0%	25.0%	29.1%	-40.4%	63.5%	-25.1%	3.0%	3.0%	3.0%	3.0%
Use Tax - Auto	-12.5%	19.0%	5.3%	-3.4%	2.1%	-6.3%	3.5%	3.0%	3.0%	3.0%	3.0%
Use Tax - Building Materials	-18.4%	43.3%	-1.2%	-15.8%	98.8%	-48.7%	-2.3%	6.9%	-21.8%	9.0%	-17.7%
Franchise Taxes	-3.6%	13.1%	6.7%	4.2%	-4.0%	10.1%	-0.1%	3.0%	3.0%	3.0%	3.0%
Lodging Tax	-59.9%	48.3%	8.8%	41.2%	39.1%	-23.4%	7.5%	3.0%	3.0%	3.0%	3.0%
Specific Ownership Tax	-2.0%	4.0%	-1.4%	-3.4%	1.3%	-3.0%	3.5%	3.0%	3.0%	3.0%	3.0%
Licenses & Permits											
Construction Permits	-15.3%	47.0%	119.9%	17.8%	-19.6%	-61.4%	65.2%	-3.5%	-39.5%	36.9%	-33.4%
Minor Building-Related Permits	-52.2%	-14.2%	95.2%	-27.9%	9.0%	-41.6%	3.0%	1.9%	1.9%	1.9%	1.9%
Utilities											
Water User Fees Commercial	20.5%	-7.0%	9.7%	-23.0%	42.0%	-5.2%	6.4%	6.4%	7.2%	6.1%	4.5%
Water User Fees Residential	23.7%	-9.7%	-12.2%	-11.4%	42.0%	-2.3%	5.7%	6.6%	6.9%	6.0%	4.9%
Water Tap Fees	-24.7%	37.7%	-35.7%	-9.9%	73.2%	-52.0%	273.0%	-23.8%	-44.3%	23.8%	-45.1%
Wastewater User Fees Commercial	9.2%	-0.8%	1.3%	0.2%	26.4%	3.6%	23.8%	11.3%	4.1%	0.0%	0.0%
Wastewater User Fees Residential	9.8%	3.2%	-16.0%	17.0%	12.2%	13.1%	21.9%	11.8%	3.8%	0.1%	0.1%
Wastewater Tap Fees	-1.0%	-31.9%	-14.4%	29.6%	-24.5%	24.9%	174.5%	4.1%	-33.3%	20.1%	-44.0%
Storm Water User Fees Commercial	7.8%	5.3%	-2.7%	20.6%	13.2%	4.5%	19.8%	13.6%	14.1%	13.0%	-0.8%
Storm Water User Fees Residential	7.0%	2.3%	-9.8%	19.1%	16.0%	9.2%	19.1%	13.4%	14.2%	13.0%	-0.8%
Solid Waste User Fees	-4.1%	-5.9%	5.6%	6.1%	9.8%	26.3%	13.1%	4.0%	4.0%	4.0%	4.0%
Impact Fee											
Impact Fee - Transportation	41.9%	-42.3%	65.3%	-90.0%	760.0%	-28.4%	388.4%	2.1%	-49.6%	32.2%	-38.6%
Impact Fee - Library		-71.3%	21.5%	-42.3%	-22.5%	246.3%	156.3%	0.1%	-35.3%	-11.2%	-9.8%
Impact Fee- Parks and Trails	78.0%	-71.7%	128.3%	-65.5%	-32.2%	252.9%	201.8%	-0.4%	-35.1%	-11.3%	-9.8%
Fees	-32.7%	44.5%	14.0%	23.2%	7.1%	-0.1%	2.8%	3.0%	3.0%	3.0%	3.0%
Expenses:											
Salaries & Wages											
Regular Wages	2.2%	4.6%	9.6%	7.1%	10.1%	11.3%	4.6%	4.0%	4.0%	4.0%	4.0%
Variable & Seasonal Wages	-33.6%	33.9%	38.6%	7.8%	17.9%	9.7%	-0.4%	3.0%	3.0%	3.0%	3.0%
Employee Benefits	3.4%	0.0%	6.3%	3.6%	13.8%	16.7%	3.3%	8.5%	8.5%	8.5%	8.5%
Supplies	-4.2%	-2.3%	90.0%	-24.0%	4.4%	24.6%	53.7%	3.0%	3.0%	3.0%	3.0%
CPI	2.0%	3.5%	8.0%	5.2%	2.3%	1.6%	2.0%	1.9%	1.9%	1.9%	1.9%

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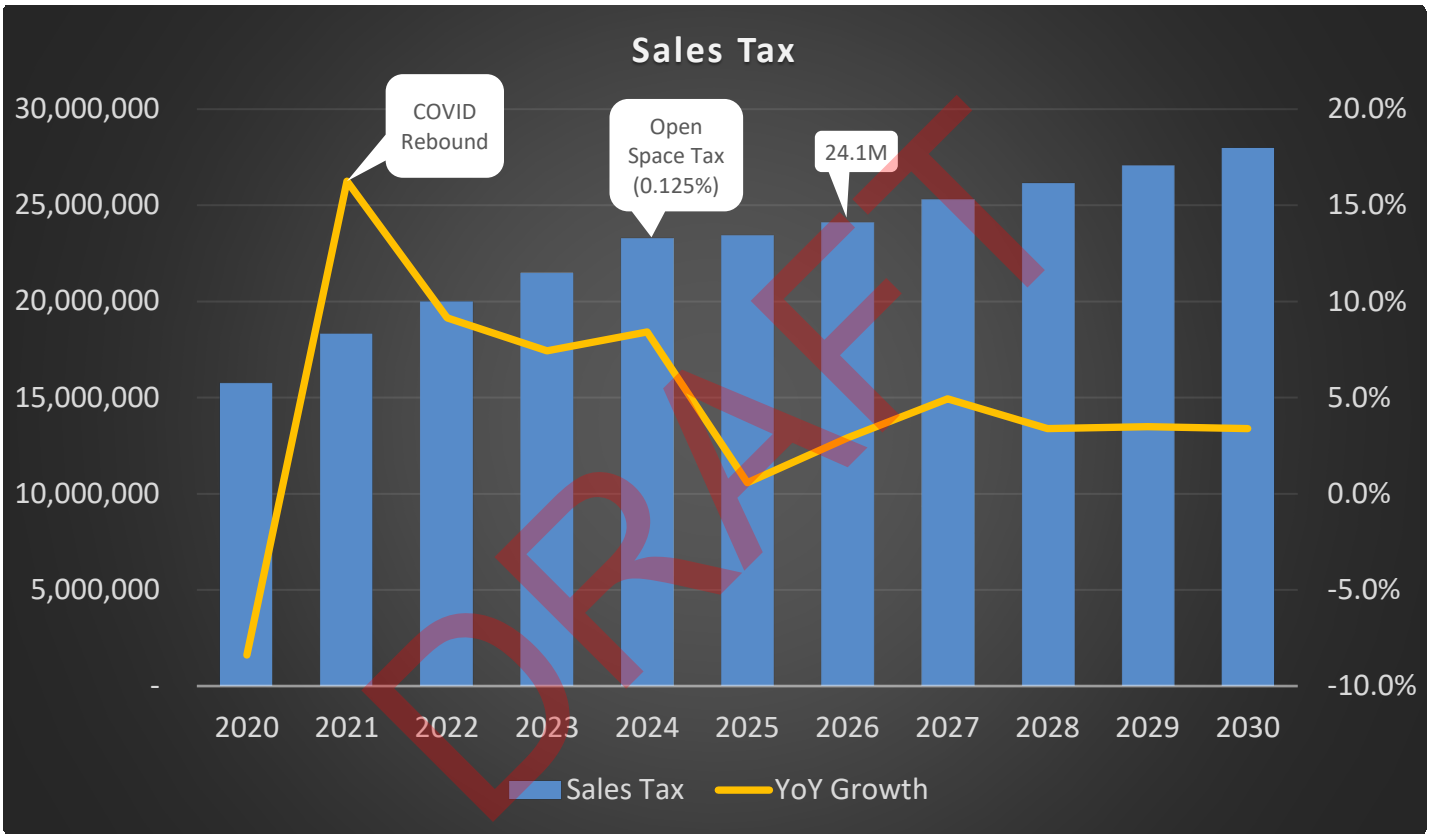
Sales Tax Revenue

Sales tax is a significant revenue source for the City and the projections/assumptions affect the City's following operating and capital funds:

- General Fund
- Open Space
- Parks Fund
- Historic Preservation Fund
- Recreation Fund
- Capital Project Fund

The following chart summarizes sales tax revenue history and projections from 2020 through 2030.



Assessed Valuation, Projected Mil Levy, & Property Tax Revenue

As of August 25th, the City had not received its *Preliminary* 2025 assessed valuation amounts from the Boulder County Assessor. Note that Final assessed valuations, multiplied by the mill levies, determine the amount of property tax revenue that will be received by the City in 2026.

The City currently levies a total of 6.559 mills with two separate levies:

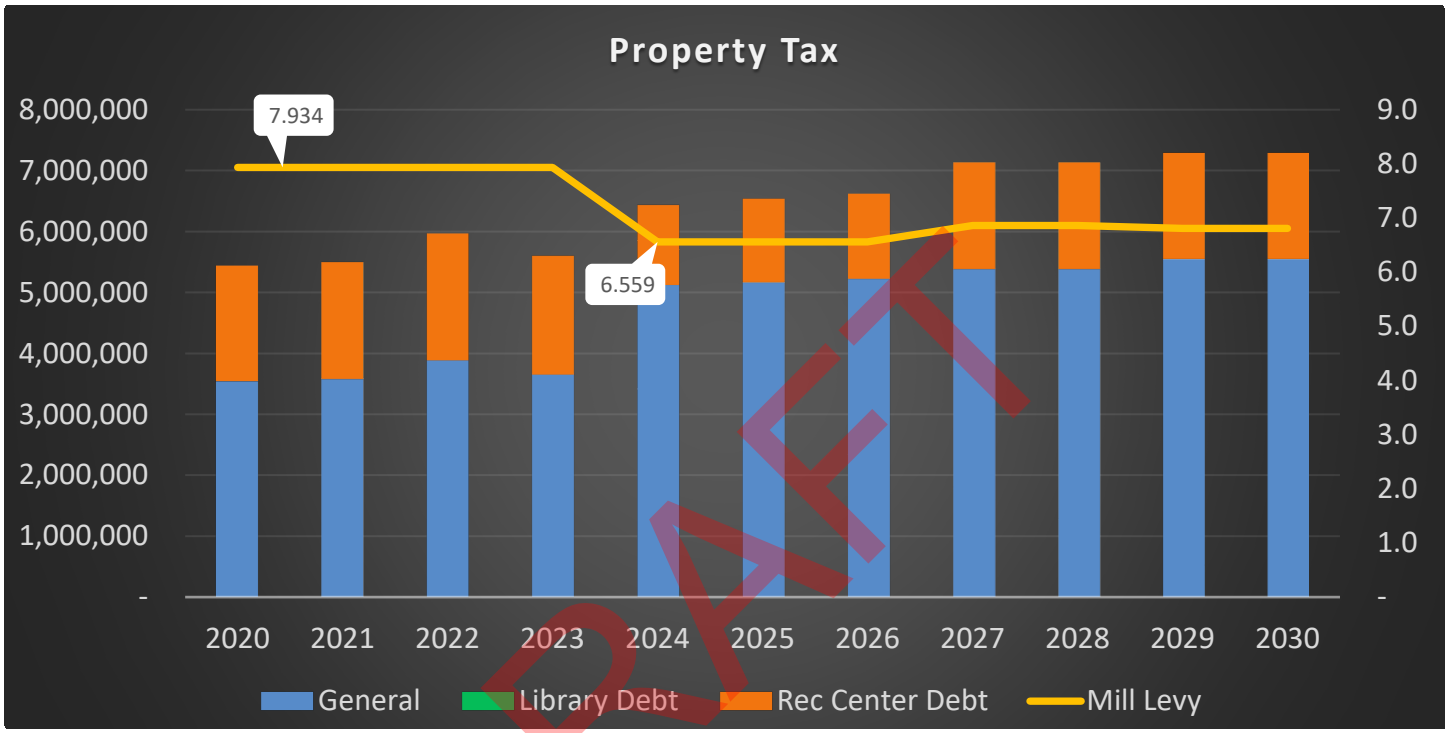
1. A 5.184 mill General Levy; and
2. A 1.375 mill Recreation Center Debt Service Levy.

For the third consecutive year, continuing into 2026, the budget extends the temporary mill levy credit to help offset the impact of increases to assessed values of property within the City jurisdiction.

For Calendar Year 2026, The City will levy a total of 6.559 mill levies, net of temporary mill levy credits, the two separate levies are as follows:

1. A 5.184 mill General Levy; and
2. A 1.375 mill Recreation Center Debt Service Levy.

Extending the temporary Recreation Center Debt Service Levy credit at 1.375 mills requires the use of fund balance. In 2027 and beyond, Staff will recommend a mill levy appropriate for future debt service payments.



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Wage & Benefit Projections

The 2026 wage and benefit projections were developed by staff using the Tyler-Munis Salary projection tool. These projections are reflected in the 2026 Operating & Capital Budget and are the basis for projecting wages and benefits in the Long-Term Financial Plan for 2025 through 2030.

The 2026 wage and benefit projections include merit increases not to exceed 4% (5% for Police Department) and a market adjustment of 2% for all employees except for Police. (3-8% for Sworn Officers in the Police Department). Together, these inclusions account for an approximate $1.0 million increase in the City's employee compensation budget for 2026. These investments help support the City by maintaining an experienced and stable workforce, including the retention and attraction of employees, which is necessary to fulfill the level of service desired by Council and the community. In addition, these investments help reduce the costs and operational impacts of employee turnover.

The 2026 Recommended Budget includes a reduction of 6.57 full-time equivalents (FTEs) across Full-Time and Variable positions.

Recommended Adjustments to Full-Time Benefitted Positions (Regular Wages)

- Addition of Wastewater Plant Operator Trainee – A (+1.0 FTE)
- Reduction of Mitigation Coordinator (-1.0 FTE)
- Reduction of Risk Mitigation Specialist (-1.0 FTE)
- Conversion of two Part-Time (Variable) positions to Full-Time HR Analyst I (-0.45 FTE)

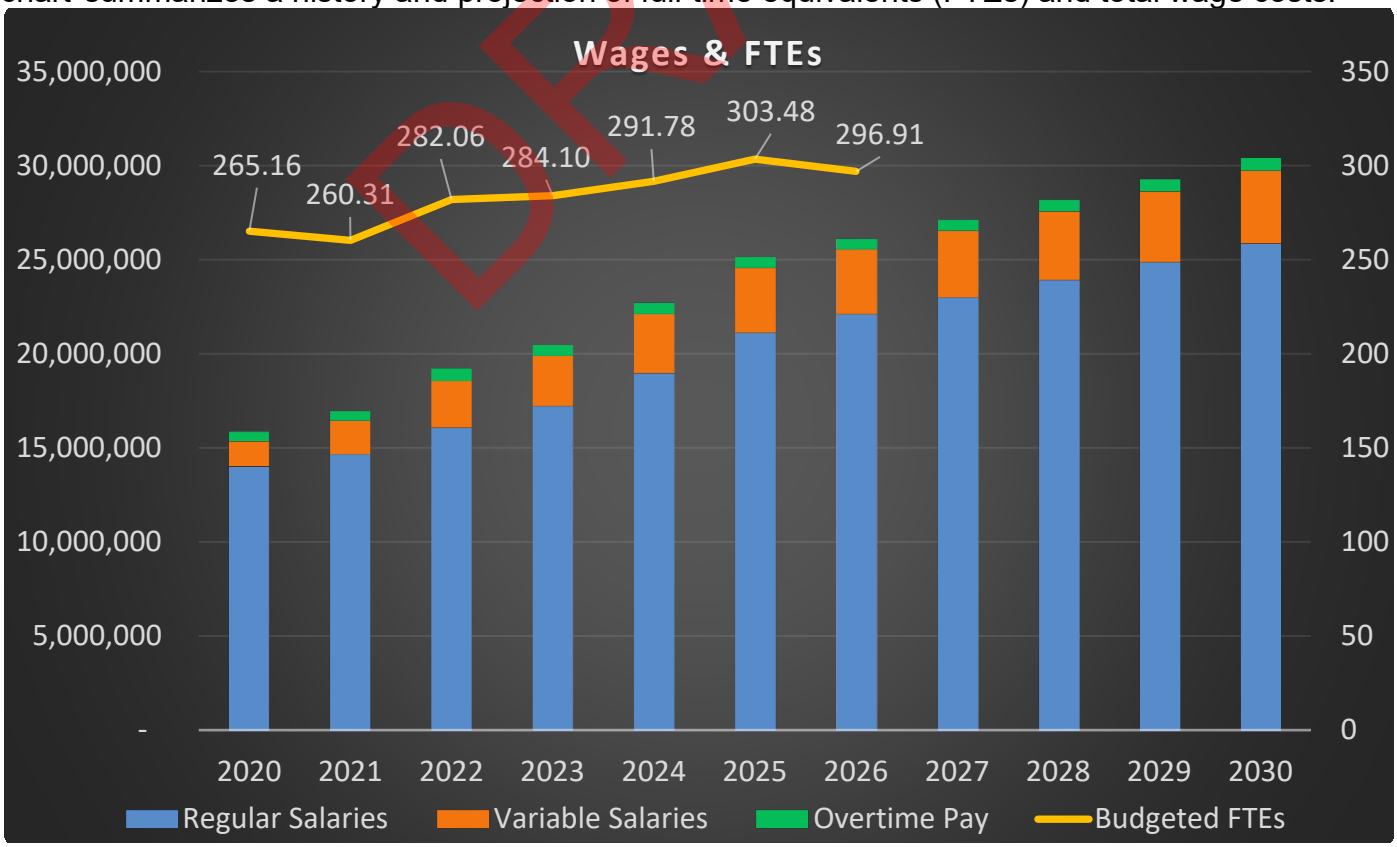
Below is a summary of the recommended adjustments to full-time wages and benefits.

	2026 Percent Increase
Market Adjustments	2%
Merit Adjustments - General	4%
Merit Adjustments – Police Sworn	5%
Health Insurance	5%
Dental Insurance	2%
Vision Insurance	2%

Recommended Adjustments to Part-Time Non-Benefitted Hours (Variable Wages)

The City manages its part-time, non-benefitted wages by managing hours, rather than individual positions. The hours are categorized by job class. This type of budgetary control allows departments the most flexibility for managing part-time, seasonal and temporary positions. A 2% market adjustment for 2026 has been included in the salary projection model for all variable positions.

Employee wages and benefits are the City's largest operational cost category. The following chart summarizes a history and projection of full-time equivalents (FTEs) and total wage costs.



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CAPITAL IMPROVEMENTS PLAN UPDATE

Section 5.5 of the City's Financial Policies states:

> *A Six-Year Capital Improvement Plan will be presented to the City Council for consideration during the biennial budget development process. The annual capital budget will be based on the first year of the approved CIP.*

This document includes a CIP Summary Table that includes adjustments and represents the 2025-2030 CIP.

INTERFUND TRANSFERS

The following table summarizes the transfers between funds that are included in the 2026 Operating & Capital Budget.

2026 Recommended Inter-Fund Transfers

City of Louisville, Colorado
Inter-Fund Transfers Matrix
2026 Recommended Budget

	Transfers In				
Transfers Out	General Fund	Parks Fund	Cemetery Fund	Recreation Fund	Total
General Fund	$ -	$ 1,079,900 *a*	$ 129,700 *a*	$ 1,345,900 *a*	$ 2,555,500
Cemetery Perpetual Care Fund	-	-	38,465 *b*	-	38,465
Historic Preservation	215,200 *c*	-	-	-	215,200
Capital Projects Fund	-	-	-	162,900 *d*	162,900
Conservation Trust-Lottery Fund	-	100,000 *e*	-	-	100,000
Total	$ 215,200	$ 1,179,900	$ 168,165	$ 1,508,800	$ 3,072,065

a Annual subsidy transfer per City Financial Policies
b Annual transfer of interest earned in the Cemetery Perpetual Care Fund for cemetery operations and maintenance.
c Annual transfer to fund Museum Services.
d Annual subsidy transfer for capital projects.
e Transfer to Parks for eligible maintenance expenditures

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Note: Beginning in 2026, and anticipated to occur through 2028, the City Council directed that the Conservation Trust Fund will fund certain eligible Park maintenance expenditures.

CITY-WIDE 2026 BUDGET SUMMARY

The following table summarizes the projected fiscal impact of the 2026 Operating & Capital Budget on each fund's revenue, expenditures, and fund balances.

City of Louisville, Colorado
Summary of Revenue, Expenditures, and Changes to Fund Balances
All Funds
2026 Projection

Fund Number	Fund Description	Beginning Fund Balance	Revenue & Other Sources	Expenditures & Other Uses		Ending Fund Balance	Amount of Change	Percent of Change
101	**General**	**$ 16,972,032**	**$ 28,782,474**	**$ 29,904,080**	*[1]*	**$ 15,850,426**	**$ (1,121,607)**	**-7%**
	Special Revenue Funds:							
202	Conservation Trust - Lottery	**401,762**	288,800	305,600		**384,962**	(16,800)	-4%
203	Cemetery Perpetual Care	**915,060**	80,000	38,765		**956,295**	41,235	5%
204	Cemetery	**193,903**	268,665	249,879		**212,689**	18,786	10%
205	PEG Fees	**12,954**	14,310	20,050		**7,214**	(5,740)	-44%
206	Parking Improvement	**105,352**	4,000	50		**109,302**	3,950	4%
207	Historic Preservation	**4,003,071**	1,163,626	1,763,315		**3,403,382**	(599,689)	-15%
208	Recreation	**4,710,248**	6,656,893	7,007,778	*[2]*	**4,359,362**	(350,885)	-7%
210	Open Space	**1,585,468**	2,669,346	2,892,121	*[3]*	**1,362,693**	(222,775)	-14%
211	Parks	**859,329**	2,802,269	2,769,608	*[4]*	**891,989**	32,660	4%
	Total Special Revenue Funds	**12,787,146**	**13,947,908**	**15,047,167**		**11,687,888**	**(1,099,258)**	**-9%**
	Capital Project Funds:							
301	Capital Projects	**13,330,470**	16,068,067	22,456,257		**6,942,280**	(6,388,190)	-48%
302	Impact Fee	**430,658**	1,415,380	300		**1,845,738**	1,415,080	329%
	Total Capital Project Funds	**13,761,128**	**17,483,447**	**22,456,557**		**8,788,018**	**(4,973,110)**	**-36%**
	Debt Service Funds:							
402	Recreation Center Debt Service	**510,123**	1,415,000	1,743,200		**181,923**	(328,200)	-64%
	Total Debt Service Funds	**510,123**	**1,415,000**	**1,743,200**		**181,923**	**(328,200)**	**-64%**
	Enterprise Funds (WC Basis):							
501	Water Utility	**10,189,640**	13,507,040	10,802,852		**12,893,828**	2,704,188	27%
502	Wastewater Utility	**929,994**	7,143,610	6,539,928		**1,533,676**	603,682	65%
503	Stormwater Utility	**1,407,591**	1,731,900	2,220,772		**918,719**	(488,872)	-35%
510	Solid Waste & Recycling Utility	**318,199**	2,572,550	2,653,716		**237,033**	(81,166)	-26%
520	Golf Course	**1,132,395**	3,265,010	3,447,536	*[5]*	**949,869**	(182,526)	-16%
	Total Enterprise Funds	**13,977,818**	**28,220,110**	**25,664,804**		**16,533,124**	**2,555,306**	**18%**
	Internal Service Funds (WC Basis):							
602	Technology Management	**38,562**	142,550	146,300		**34,812**	(3,750)	-10%
603	Fleet Management	**655,284**	-	-		**655,284**	-	0%
	Total Internal Service Funds	**693,846**	**142,550**	**146,300**		**690,096**	**(3,750)**	**-1%**
	Total All Funds	**$ 58,702,094**	**$ 89,991,489**	**$ 94,962,108**		**$ 53,731,475**	**$ (4,970,620)**	**-8%**

[1] Projected Expenditures Include a Projected Operational "Turnback" of 5.5% , which = 1,468,039
[2] Projected Expenditures Include a Projected Operational "Turnback" of 5.0% , which = 328,055
[3] Projected Expenditures Include a Projected Operational "Turnback" of 6.0% , which = 98,310
[4] Projected Expenditures Include a Projected Operational "Turnback" of 6.0% , which = 176,784
[5] Projected Expenditures Include a Projected Operational "Turnback" of 2.0% , which = 58,774

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Note that five funds include a "turnback" and, therefore, those funds' Expenditures & Other Uses are less than the fund's total appropriations. As a reminder, "turnback" refers to a positive actual-to-budget variance at year end. Applying a turnback percentage accounts for the recognition that, due to budgetary limitations and controls, the main operating funds typically spend less than their total budget.

A history and projection of turnback for the City's main operating funds is summarized in the following table.

OPERATIONAL TURNBACK

City of Louisville, Colorado
Summary of Actual and Targeted Operational Turnback
Selected Operating Funds

Fund	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2022 Actual	2023 Actual	2024 Actual	2025 Target	2026 Target	2027 Target	2028 Target	2029 Target	2030 Target
General Fund	9.7%	10.4%	4.3%	11.3%	20.8%	9.6%	7.9%	5.5%	5.5%	5.5%	5.5%	5.5%	5.5%
Recreation	N/A	-2.1%	3.6%	8.1%	-0.8%	-3.0%	3.8%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
Open Space	*11.7%*	*6.9%*	*6.6%*	*9.9%*	*2.8%*	*16.2%*	22.9%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%
Parks	*11.7%*	*6.9%*	*6.6%*	*9.9%*	*2.8%*	*16.2%*	19.1%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%
Utilities	13.9%	14.2%	3.4%	1.2%	-8.9%	5.4%	1.9%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Golf	-16.3%	11.9%	0.0%	-7.8%	-0.3%	3.1%	-0.9%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%

** - OS and Parks Turnback prior to 2024 is derived from the formerly shared Fund (201)*

For a more detailed review of the proposed operating and capital budgets, attached to this transmittal is a presentation of the following:

1. 2026 Biennial Operating and Capital Budget by Program and Sub-Program; and
2. 2026 Biennial Operating and Capital Budget by Fund

LONG-TERM FINANCIAL PLAN SUMMARY

Section 5.6 of the City's Financial Policies states:

> *Six-year financial forecasts for each of the City's major operating funds will be presented to the City Council for consideration during budget development.*

Staff have updated forecasts of revenue, expenditures, and reserves for all funds. However, staff has performed a more detailed review and has made more detailed forecasts for the major operating and capital funds, defined as the:

- General Fund;
- Open Space Fund;
- Parks Fund;
- Recreation Fund;
- Capital Projects Fund;
- Consolidated Utility Funds; and
- Golf Course Fund.

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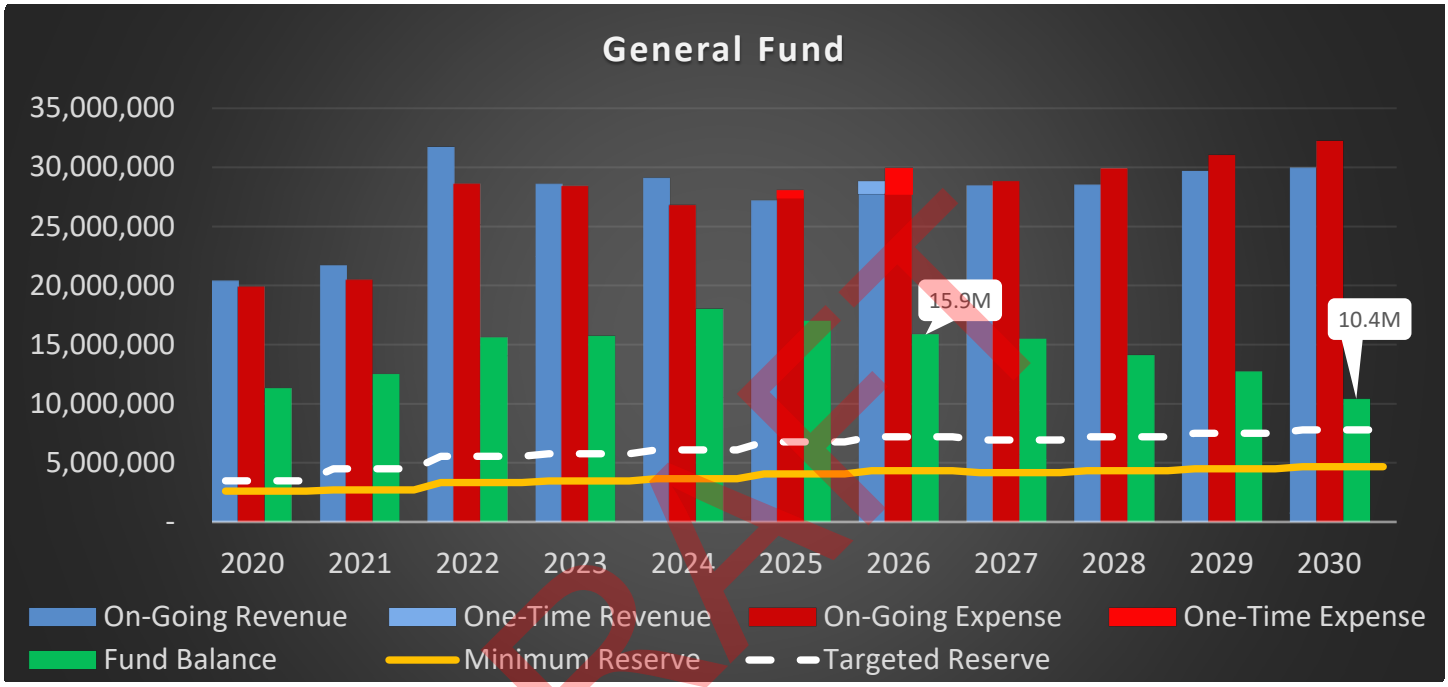
The forecasting model uses the 2025 revised budget or projection, as the base year and then applies the revenue assumptions, operating expenditure targets, proposed interfund transfers, and the updated Capital Improvements Plan to project revenue, expenditures, and fund balances (or working capital for proprietary funds) for years 2025 through 2030.

General Fund Long-Term Forecast

Incorporating the revenue assumptions, the operating expenditure targets, and the proposed interfund transfers outlined in the preceding discussion, the following chart summarizes a history and projection of revenue, expenditures, and fund balances for the General Fund.



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The City's current Reserve Policy for the General Fund states,

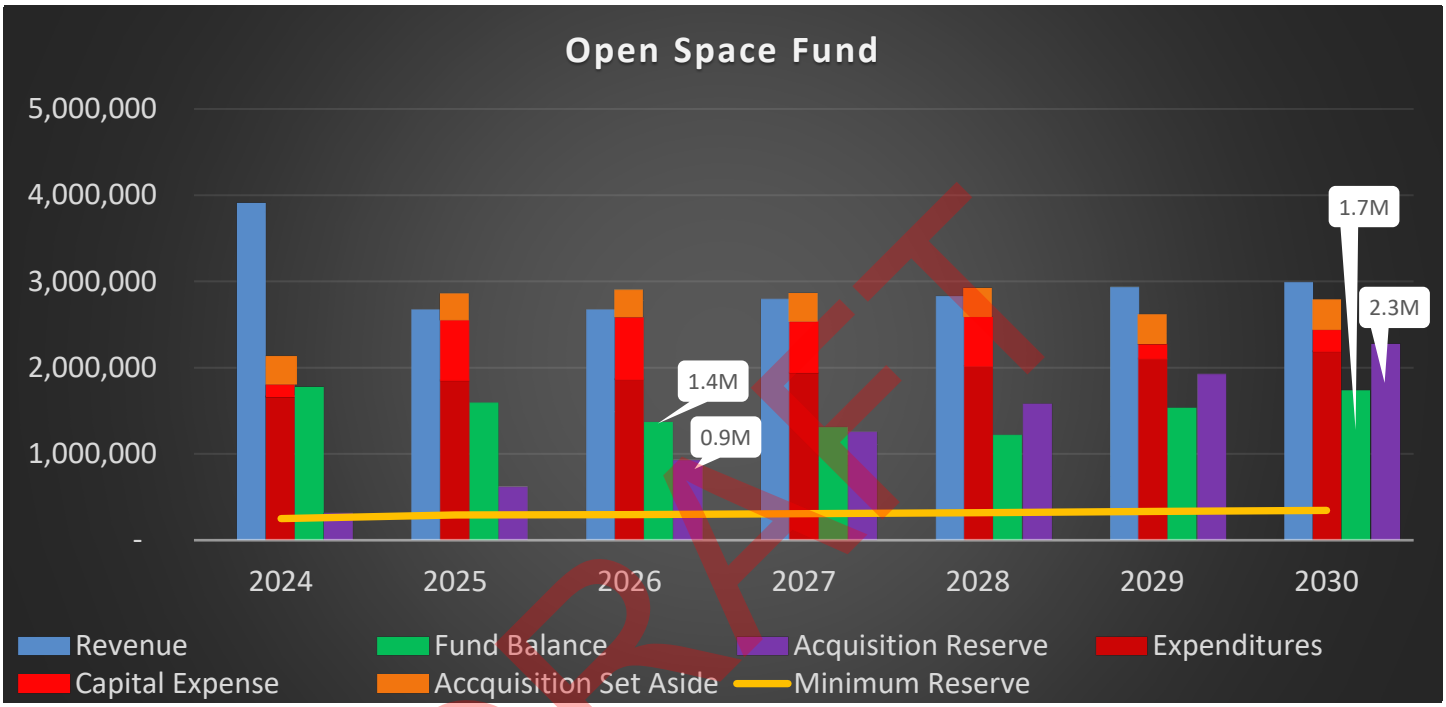
> *The minimum unrestricted fund balance of the General Fund shall be maintained at or above 15% of current operating expenditures. For purpose of this policy, operating expenditures are defined as all expenditures less any one-time, non-recurring transfers to other funds. Annual, recurring support transfers to other funds will be included in the definition of current operating expenditures.*
>
> *While the minimum unrestricted fund balance is set at 15% of current operating expenditures, the targeted unrestricted fund balance will be at or above 25% of current operating expenditures.*

The General Fund fund balance is projected to end 2030 with approximately $10.4 million, while remaining in compliance with both reserve policies, minimum and target.

Open Space Fund Long-Term Forecast

Incorporating the revenue assumptions, the operating expenditure targets, and the updated CIP projections outlined in the preceding discussion, the following chart summarizes a history and projection of revenue, expenditures, and fund balances for the Open Space Fund.

Note: Prior to 2024, Open Space and Parks operated within a single shared Fund. Approval of Ballot Measure 2C in November 2023, defined how future Sales and Use Tax revenues were to be split, as well as requiring each division to operate within its own separate and distinct fund.



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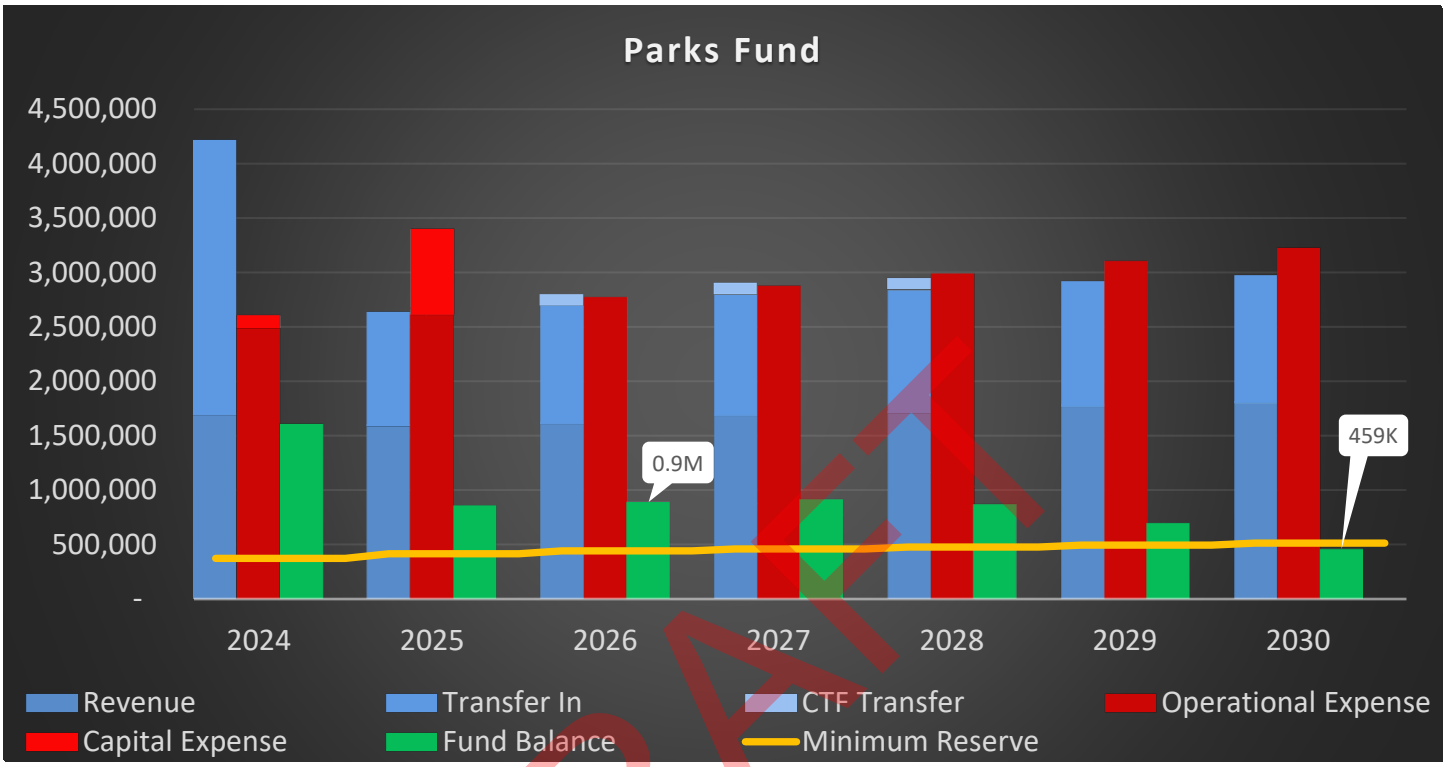
The City's Reserve Policy for the Open Space Fund states,

> *The minimum fund balance of the Open Space Fund shall be maintained at or above 15% of current operating expenditures. For purpose of this policy, operating expenditures include only open space operations and exclude all interfund transfers and capital outlay.*
>
> *Within the Open Space Fund, separate and apart from the minimum fund balance, an acquisition reserve is established to fund future open space acquisitions. A minimum of 30% of the annual budgeted sales and use tax revenue proceeds from the tax established in Section 3.20.200(A)(3) of the Louisville Municipal Code shall be encumbered for acquisition of open space land in and around the city, until a target reserve is achieved.*

The Open Space fund balance is projected to end 2030 with approximately $1.7 million, while remaining in compliance with both reserve policies, minimum and acquisition.

Parks Fund Long-Term Forecast

Incorporating the revenue assumptions, the operating expenditure targets, the proposed interfund transfers, and the updated CIP projections outlined in the preceding discussion, the following chart summarizes a history and projection of revenue, expenditures, and fund balances for the Parks Fund.



The City's Reserve Policy for the Parks Fund states,

> *The minimum fund balance of the Parks Fund shall be maintained at or above 15% of current operating expenditures. For purpose of this policy, operating expenditures include only parks operations and exclude all interfund transfers and capital outlay.*
>
> *The Parks Fund requires a recurring annual transfer from the General Fund to fund its operating deficit. This annual transfer will be calculated by taking the amount of funding provided by the General Fund for Parks in 2007 ($626,900) and inflating that amount on an annual basis by the regional Consumer Price Index for All Urban Consumers. The 2007 funding level for Parks is the starting point for the calculation, since that was the last year that Parks was funded within the General Fund. In 2024, the budgeted annual transfer from the General Fund amount was $1,017,900.*

Beginning in 2025, all Parks capital projects have been shifted to the Capital Fund. Starting in 2026, and anticipated to occur through 2028, the City Council directed that the Conservation Trust Fund will fund certain eligible Park maintenance expenditures.

The Park Fund fund balance is projected to end 2030 with approximately $459,000, which is below the minimum reserve policy. Staff will continue working towards a long-term solution for Parks.

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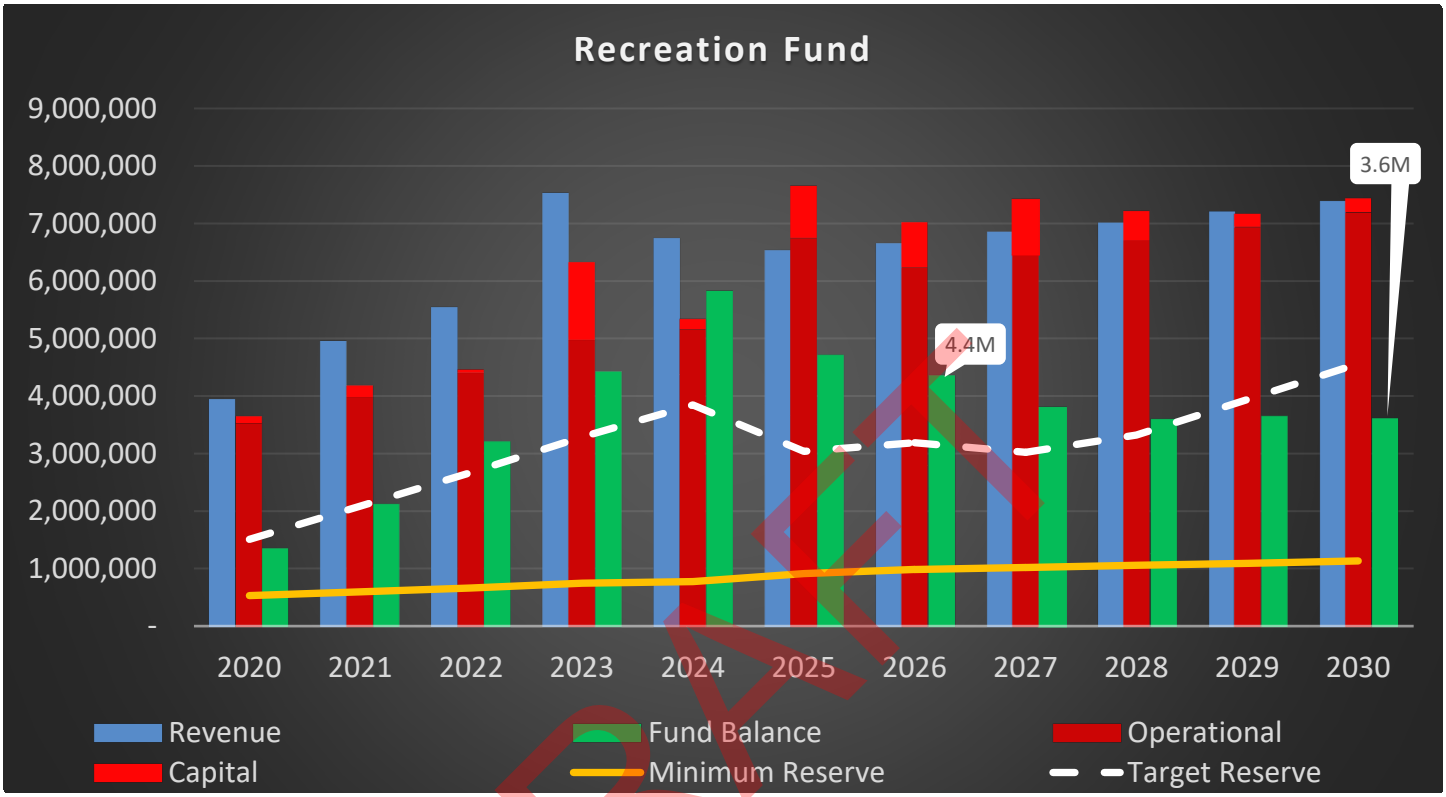
Recreation Fund Long-Term Forecast

Incorporating the revenue assumptions, the operating expenditure targets, the proposed interfund transfers, and the updated CIP projections outlined in the preceding discussion, the following chart summarizes a history and projection of revenue, expenditures, and fund balances for the Recreation Fund.



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The City's Reserve Policy for the Recreation Fund states,

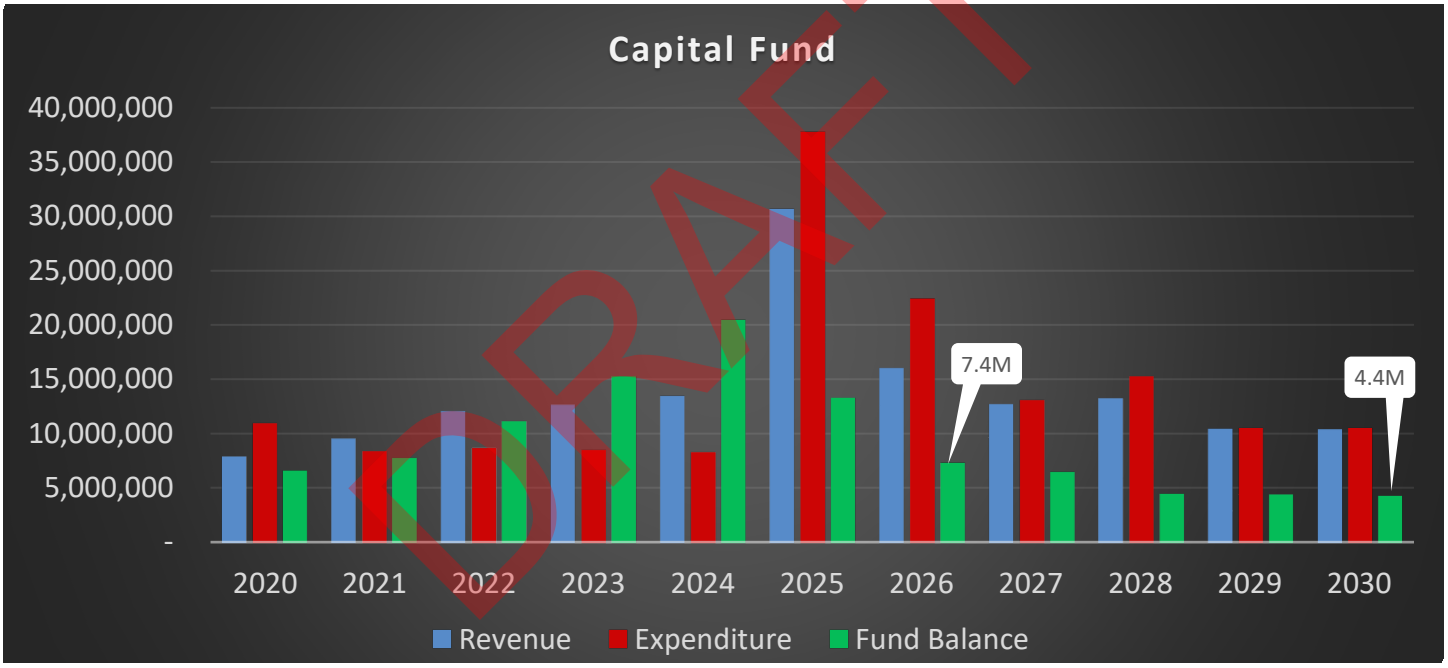
> *The minimum fund balance of the Recreation Fund shall be maintained at or above 15% of current operating expenditures. For purpose of this policy, operating expenditures are defined as all expenditures, excluding interfund transfers and capital outlay.*
>
> *In addition to maintaining an operating reserve, the Recreation Fund will also maintain a capital asset renewal and replacement reserve. The purpose of this reserve is to accumulate funds for the timely renewal and replacement of Recreation Center and Memory Square Pool assets. The methodology for calculating this reserve will be approved by the Finance Committee.*
>
> *The City Council recognizes that the dedicated sales tax and user fee revenues may not be sufficient and the Recreation Fund may also need to rely on annual General Fund transfers. The annual General Fund transfer will be calculated by taking the General Fund subsidy for the Recreation Center/Memory Square Pool in 2017 ($986,300) and inflating that amount on an annual basis by the regional Consumer Price Index for All Urban Consumers. The 2017 General Fund subsidy level is the starting point for the calculation, since that is the last year that the Recreation Center and Memory Square Pool were funded within the General Fund.*

In addition to the annual General Fund transfer towards the annual operating costs, minimum fund balance requirements, and capital asset renewal and replacement reserves, this policy also authorizes an annual transfer from the Capital Projects Fund to the Recreation Fund in the amount of $125,000 for 2019 and each year thereafter inflated on an annual basis by the regional Consumer Price Index for All Urban Consumers. This transfer is restricted for capital outlay.

The projected Recreation Fund balance at the end of 2026 is $4.4 million. The projected Recreation Fund balance at the end of 2030 is $3.6 million. This is well above the minimum fund balance but below the capital asset renewal and replacement target.

Capital Projects Fund Long-Term Forecast

Incorporating the revenue assumptions, the operating expenditure targets, the proposed interfund transfers, and the updated CIP projections outlined in the preceding discussion, the following chart summarizes a history and projection of revenue, expenditures, and fund balances for the Capital Projects Fund.



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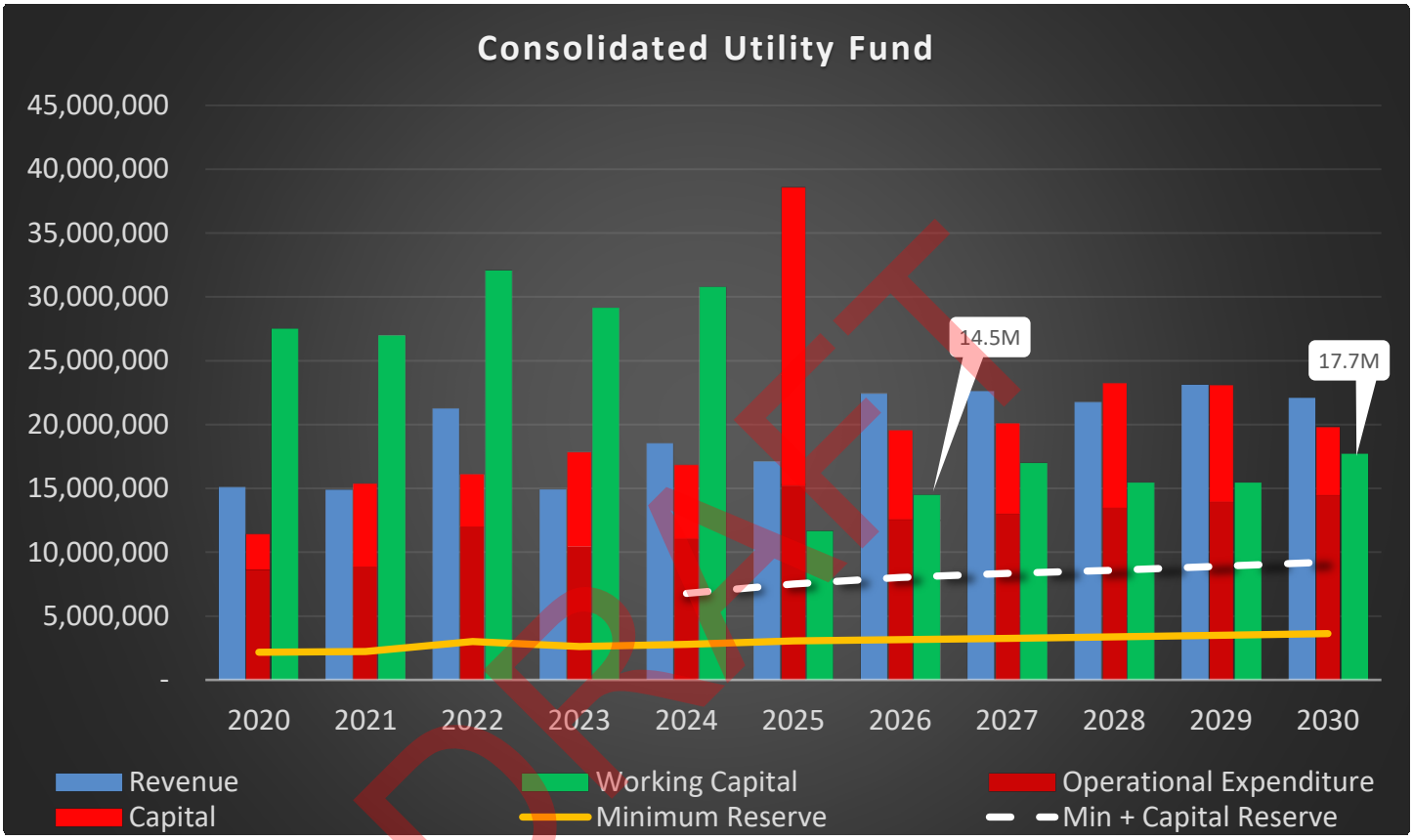
Large fluctuations in revenue, expenditures and fund balances within capital project funds are typical. The City does not have a formal reserve policy for its Capital Projects Fund. However, the City has historically attempted to maintain enough reserves to mitigate current and future risks (revenue shortfalls, unanticipated expenditures, etc.).

The projected fund balance at the end of 2030 is approximately $4.4 million.

Consolidated Utility Fund Long-Term Forecast

The Consolidated Utility Fund consists of the Water Utility Fund, the Wastewater Utility Fund, and the Storm Water Utility Fund.

Incorporating the revenue assumptions, the operating expenditure targets, and the updated CIP projections outlined in the preceding discussion, the following chart summarizes a history and projection of revenue, expenditures, and reserves (defined as working capital) for the Consolidated Utility Fund.



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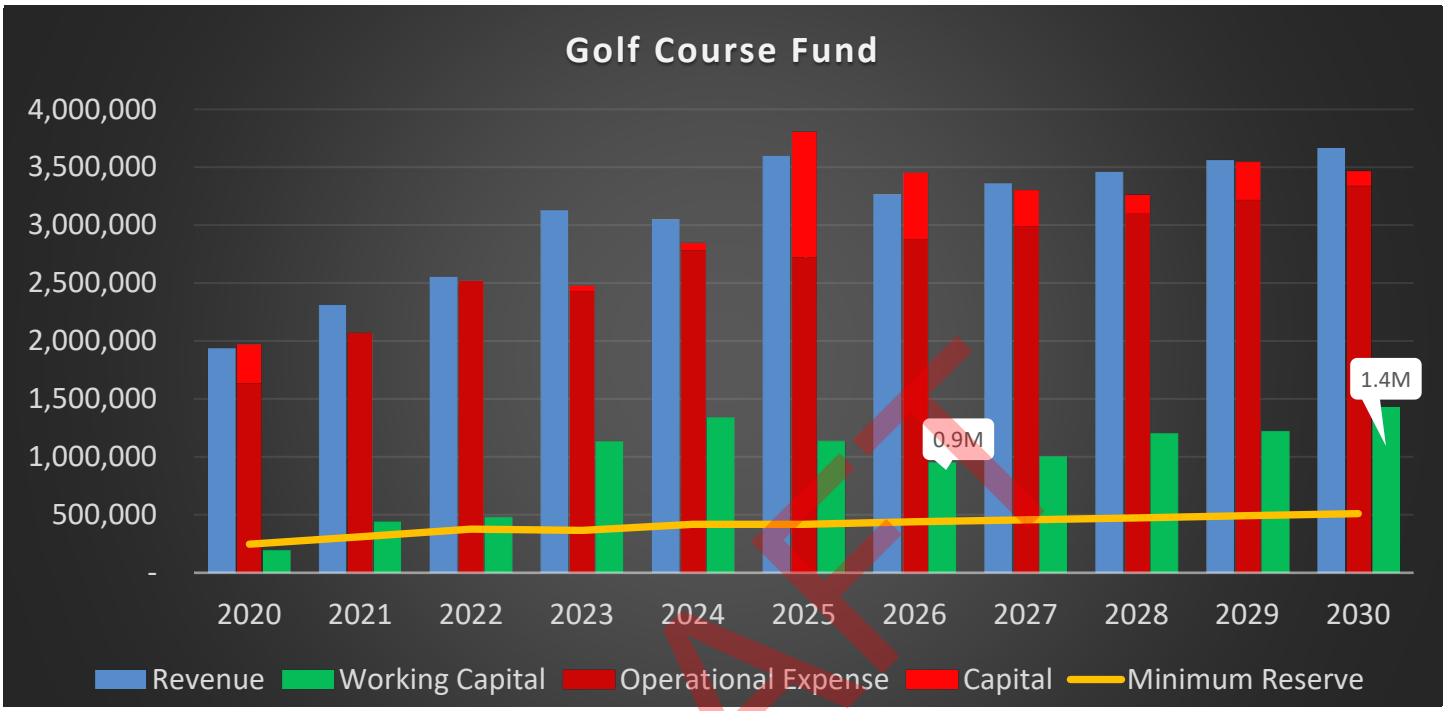
The City's Reserve Policy for the Utility Funds states,

> *The minimum working capital for the Water, Wastewater, and Storm Water Utility Funds shall be maintained at or above 25% of current operating expenses, as measured on the City's budgetary basis. For purpose of this policy, operating expenses are defined as all budgetary-basis expenses, excluding interfund transfers and capital outlay.*

The Consolidated Utility Fund reserves are expected to remain above the 25% minimum level as defined in the Reserve Policy. All the individual utility funds are also expected to remain in full compliance with the reserve policy.

Golf Course Fund Long-Term Forecast

Incorporating the revenue assumptions, the operating expenditure targets, and the updated CIP projections outlined in the preceding discussion, the following chart summarizes a history and projection of revenue, expenditures, and reserves (defined as working capital) for the Golf Course Fund.



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The City's Reserve Policy for the Golf Course Fund states,

> *The minimum working capital balance of the Golf Course Fund shall be maintained at or above 15% of current operating expenditures. For purpose of this policy, operating expenditures are defined as all expenditures, excluding interfund transfers and capital outlay.*

The projected Golf Course Fund balance at the end of 2030 is $1.4 million.

Program and Sub-Program Descriptions	Initial Budget 2024	Adopted Budget 2025	Revised Budget 2026	Diff 24-25	Diff 25-26	
Transportation						
Planning & Engineering	3.53	2.75	2.75	(0.78)	(0.00)	
Transport Infrastructure Maint	5.18	5.46	4.90	0.28	(0.56)	
Streetscapes	3.83	3.52	3.65	(0.31)	0.13	
Snow & Ice Removal	2.97	3.07	2.87	0.10	(0.20)	
Total Transportation	15.51	14.80	14.17	(0.71)	(0.64)	
Utilities						
Water	21.21	24.25	22.20	3.04	(2.05)	(a)
Wastewater	15.09	16.92	17.66	1.83	0.74	(b)
Stormwater	3.17	3.58	3.64	0.41	0.05	
Solid Waste, Recycle & Compost	0.73	0.73	0.48	0.00	(0.25)	
Total Utilties	40.20	45.48	43.97	5.28	(1.51)	
Public Safety & Justice						
Patrol & Investigations	43.38	43.65	43.66	0.27	0.01	
Code Enforcement	1.59	1.59	1.59	-	-	
Municipal Court	1.52	1.52	1.52	-	-	
Police Dept Bldg Maint	0.44	0.44	0.44	-	-	
Total Public Safety & Justice	46.93	47.20	47.21	0.27	0.01	
Parks						
Parks & Recreation Admin	0.06	2.36	2.36	2.30	0.00	
Parks	22.72	18.85	19.31	(3.87)	0.46	
Cemetery	0.73	1.25	0.68	0.52	(0.57)	
Total Parks	23.51	22.46	22.35	(1.06)	(0.11)	
Open Space & Trails						
Acquisition	0.04	0.05	0.05	0.01	-	
Maintenance & Management	5.65	8.21	8.14	2.56	(0.07)	
Education & Outreach	3.15	3.40	3.40	0.25	-	
New Trails & Maint	1.36	2.01	2.01	0.65	0.00	
Total Open Space & Trails	10.20	13.67	13.60	3.47	(0.06)	
Recreation						
Recreation Center Mgmt	10.24	12.56	13.28	2.32	0.72	
Youth Activities	7.53	7.82	8.46	0.29	0.64	
Adult Activities	5.61	6.67	6.85	1.06	0.18	
Senior Activites & Services	3.26	3.56	3.57	0.30	0.01	
Aquatics	17.72	18.98	18.91	1.26	(0.07)	
Golf Course	21.96	23.71	23.78	1.75	0.07	
Athletic Field Maint	0.97	0.82	0.90	(0.15)	0.07	
RecCenter Bldg Maint	1.38	1.38	1.38	-	-	
Total Recreation	68.67	75.50	77.13	6.84	1.62	

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Program and Sub-Program Descriptions	Initial Budget 2024	Adopted Budget 2025	Revised Budget 2026	Diff 24-25	Diff 25-26
Cultural Services					
Library Services	22.04	22.74	22.99	0.70	0.25
Museum Services	2.89	2.89	2.93	-	0.04
Cultural Arts & Special Events	1.28	1.28	1.29	-	0.01
Total Cultural Services	26.21	26.91	27.21	0.70	0.30
Community Design					
Community Design	4.79	4.93	4.91	0.14	(0.02)
Development Review	12.22	10.49	11.03	(1.73)	0.54
Historic Preservation	1.30	1.31	1.19	0.01	(0.12)
Total Community Design	18.31	16.72	17.12	(1.59)	0.40
Economic Prosperity					
Business Retention & Develop	2.00	2.00	2.00	-	-
Total Economic Prosperity	2.00	2.00	2.00	-	-
Administration & Support Services					
Governance & Administration	9.46	9.23	6.28	(0.23)	(2.95) (c)
Public Info & Involvement	4.14	4.13	4.04	(0.01)	(0.09)
Sustainability	2.16	2.16	2.16	-	-
City Clerk/Public Records	3.25	3.25	3.30	-	0.05
Legal Support	-	-	-	-	-
Human Resources & Org Devel	6.12	6.11	3.52	(0.01)	(2.59) (d)
Finance Accounting & Tax Admin	7.25	6.77	5.76	(0.48)	(1.01) (d)
InformationTechnology	6.16	5.39	5.39	(0.77)	-
Fleet Maintenance	0.02	0.02	0.02	-	-
Facilities Maintenance	1.69	1.69	1.69	-	-
Total Administration & Support Services	40.25	38.75	32.16	(1.50)	(6.59)
Total for All Programs	291.78	303.48	296.91	11.70	(6.57)

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(a) Overfill position included in the 2025 model, removed from 2026
(b) Increased Waste Water Treatment Plant Trainee
(c) Reduction of Risk Management Specialist & Mitigation Coordinator (Grant Funded)
(d) Payroll Allocation Adjustments

Summary of Revenue & Expenditures by Program

Description	2023 Actual	2024 Actual	2025 Revised	2026 Budget
Transportation	700,760	1,030,815	860,884	1,691,350
Utilities	16,631,080	20,372,096	18,777,553	24,955,100
Public Safety & Justice	86,661	233,832	279,336	208,600
Parks	2,076,160	2,265,376	2,173,653	2,460,429
Open Space & Trails	2,608,373	2,789,185	2,599,748	2,669,346
Recreation	9,283,646	8,369,934	8,664,601	8,413,103
Cultural Services	408,069	530,241	555,850	551,700
Community Design	4,726,642	4,336,605	2,584,957	3,222,726
Economic Prosperity	50,000	50,000	60,000	60,000
Administration & Support Services	1,041,053	707,464	361,087	328,790
Total Revenue	37,612,444	40,685,548	36,917,669	44,561,144
Transportation	9,560,210	8,706,983	22,720,555	20,596,073
Utilities	17,040,672	16,144,388	35,346,419	19,691,468
Public Safety & Justice	7,722,584	7,889,026	9,567,851	9,280,504
Parks	2,628,676	3,890,089	7,277,799	5,612,291
Open Space & Trails	2,376,254	1,528,259	2,357,420	2,352,764
Recreation	9,595,727	8,441,830	10,989,995	10,842,143
Cultural Services	2,848,918	3,181,564	3,939,127	3,634,364
Community Design	3,585,883	3,292,321	4,086,976	6,156,481
Economic Prosperity	321,633	396,110	544,427	431,811
Administration & Support Services	7,726,315	8,907,768	21,945,092	10,285,569
Total Expenditures	63,406,872	62,378,338	118,775,661	88,883,468
Transportation	(8,859,450)	(7,676,168)	(21,859,671)	(18,904,723)
Utilities	(409,592)	4,227,708	(16,568,866)	5,263,632
Public Safety & Justice	(7,635,923)	(7,655,194)	(9,288,515)	(9,071,904)
Parks	(552,516)	(1,624,713)	(5,104,146)	(3,151,862)
Open Space & Trails	232,119	1,260,926	242,328	316,582
Recreation	(312,081)	(71,896)	(2,325,394)	(2,429,040)
Cultural Services	(2,440,849)	(2,651,323)	(3,383,277)	(3,082,664)
Community Design	1,140,759	1,044,284	(1,502,019)	(2,933,755)
Economic Prosperity	(271,633)	(346,110)	(484,427)	(371,811)
Administration & Support Services	(6,685,262)	(8,200,304)	(21,584,005)	(9,956,779)
Total Surplus (Deficiency)	(25,794,428)	(21,692,790)	(81,857,992)	(44,322,324)

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Community Indicators

Purpose

The purpose of the Community Indicators is to evaluate the City's progress towards achieving the goals in the Strategic Plan and our Critical Success Factors. Critical Success Factors are items that the City must achieve for the organization's vision of being 'dedicated to providing a vibrant, healthy community with the best small town atmosphere'.

These measures focus on community outcomes and align with each Critical Success Factor. Some of these measures may not be in the City's direct control but will show progress and changes experienced by those who live, work and visit Louisville.

INDICATOR	UNIT	2023 ACTUAL	2024 ACTUAL/EST*	2025 PROJECTED	2026 PROJECTED
Financial Stewardship & Asset Management					
Debt Service Ratio (Debt Service Expenditures/Total Operating Expenditures)	%	4%	5%	5%	5%
Capital Spending as a Percentage of Total Expenditures	%	15%	20%	15%	15%
Bond Rating	Rating	AA+	AA+	AA+	AA+
Reliable Core Services					
Crime Rate for Part 1 and Part 2 Crimes	#	5,651.2	5,769*	6,500	6,500
Response Time for Emergency Response Services from Initial Call	Minutes	2.23	3*	3	3
Average Commute Time to Work for Residents	Minutes	24.5	25.0*	25.5	26.0
Community Survey Question: Rating of Overall Appearance of Louisville[1]	% Excellent or Good	N/A	83%	N/A	N/A
Community Survey Question: Rating of Ease of Walking in Louisville[1]	% Excellent or Good	N/A	84%	N/A	N/A
Miles of Bicycle Paths and Lanes	#	72.6	72.6*	72.6	74
Percentage of Residential Waste Diverted[2]	%	41	43	40	40
Percentage of Commercial Waste Diverted[3]	%	9	17	10	10
Community Greenhouse Gas (GHG) Emissions	MTCO2e	215,500	210,000*	200,000	190,000
Community Water Use per Capita	Gallons	119	154*	147	147
Vibrant Economic Climate					
City's Unemployment Rate	Rate	2.5	3.5*	3.5	3.5
Percentage of City Population Living Below the National Poverty Line	%	5.4 (actual)	5*	5	5
Regional Area Median Income (AMI) Compared to National AMI	#	$124,459 (154% of national)	$141,000*	$147,000	$152,895
Jobs/Housing Ratio[5]	#/#	2.3/1	N/A*	N/A	N/A
In-City Sales Tax per Capita	$	539	600*	618	637

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INDICATOR	UNIT	2023 ACTUAL	2024 ACTUAL/EST*	2025 PROJECTED	2026 PROJECTED
Vacancy Rate by Sector	Retail Rate	16.3	5.6*	6	5.9
	Industrial Rate	6.79	6.96*	6.00	5.10
Quality Programs & Amenities					
Number of Cultural Institutions and Sporting Facilities	#	53	53*	53	53
Square Feet of Public Indoor Recreation Space per Capita	Sq. ft./Capita	104,000	104,000*	104,000	104,000
Engaged Community					
Voter Participation in Last Municipal Election as a Percentage of Registered Voters	%	54.7	60*	50	50
Percentage of Households with Internet Connections	%	93.6	94*	94	95
Healthy Workforce					
Percentage of Employees with a Performance Review of Exceeds or Higher	%	91.6	93*	94	94
Full-Time Employee Attrition Rate	%	27.4	12*	10	9
Percentage of Diverse Candidates in Total Applicant Pool for City Jobs[6]	%	26	30*	32	35
Marshall Fire Recovery					
Percentage of Homes Rebuilt	%	23	80	90	100

Notes:

[1]The Community Survey occurs every four years. The most recent was 2024.

[2]Residential waste diversion rate includes all residential waste (single-family city contract, single-family non-city contract, multi-family) reported through Boulder County's ReTRAC database, including solid waste, recycling, compost and reuse.

[3]Commercial waste diversion rate includes all solid waste, recycling, compost and reuse materials reported through Boulder County's ReTRAC database.

[4]Based on 2022 Xcel Community Energy Report, which is pending. Measure in MTCO2e includes both residential and commercial/industrial electricity and natural gas usage. Significant decrease is likely due to homes lost in the Marshall Fire.

[5]Metric impacted by Marshall Fire and recent legislation, such as HB24-1313

[6]New metric related to Equity, Diversity & Inclusion. Staff will start compiling data in 2023 for reporting starting in 2024.

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Transportation Key Indicators

Goals

A safe, well-maintained, effective and efficient multi-modal transportation system at a reasonable cost.

INDICATOR		UNIT	2023 ACTUAL	2024 ACTUAL/EST*	2025 PROJECTED	2026 PROJECTED
Efficiency						
Average Cost per Snow Event		$	11,245.05	12,000*	12,000	12,000
Cost per Square Foot Maintained of Streetscape		$	$3.42	$3.47*	$3.50	$3.55
Effectiveness						
Overall Pavement Condition Index (PCI)	Target = 75	#	72.6	73*	69.1	72.6
Percentage of Street Miles with PCI Score Lower than 35	Target = Less than 1	%	1	1*	1	1
Percentage of Arterials & Collectors with Marked Bicycle Lanes	Target = N/A	%	60	60*	60	61
Percentage of Streets with Sidewalks	Target = 100	%	95	95*	95	96
Community Survey Question: Rating of Street Maintenance in Louisville[1]	Target = 100	% Excellent or Good	N/A	67*	N/A	N/A
Average Response Time per Snow Event	Target = 1 HR	Hours	1HR	1HR*	1HR	1HR
Community Survey Question: Rating of Snow Removal/Street Sanding[1]	Target = 100	% Excellent or Good	N/A	56	N/A	N/A
Community Survey Question: Rating of Maintenance of Medians & Street Landscaping[1]	Target = 100	% Excellent or Good	N/A	78	N/A	N/A

Notes:

[1]The community survey occurs every four years. The most recent was 2024.

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Program 31: Transportation

Description	2023 Actual	2024 Actual	2025 Revised	2026 Budget	2024/2025 Change	% Change	2025/2026 Change	% Change
Grant Revenue	664,780	754,686	663,350	737,350	(91,336)	-12%	74,000	11%
Fees	31,569	271,484	194,500	950,000	(76,984)	-28%	755,500	388%
Miscellaneous Revenue	4,411	4,645	3,034	4,000	(1,611)	-35%	966	32%
Total Program Revenue	700,760	1,030,815	860,884	1,691,350	(169,931)	-16%	830,466	96%
Personnel	1,350,134	1,468,863	1,624,424	1,670,804	155,561	11%	46,380	3%
Supplies	303,498	302,193	351,975	357,475	49,782	16%	5,500	2%
Services	1,591,342	1,308,351	1,220,620	1,245,120	(87,731)	-7%	24,500	2%
Capital Outlay	6,315,236	5,627,576	19,523,536	17,322,674	13,895,960	247%	(2,200,862)	-11%
Total Program Expenditures	9,560,210	8,706,983	22,720,555	20,596,073	14,013,572	161%	(2,124,482)	-9%
Surplus (Deficiency) of Revenue Over (Under) Expenditures	(8,859,450)	(7,676,168)	(21,859,671)	(18,904,723)	(14,183,503)		2,954,948	
Expenditures per resident	475.63	433.18	1,130.38	1,024.68	697.19	161%	(105.70)	-9%
Full-time equivalents (FTE's)	15.14	15.51	14.80	14.17	(0.71)	-5%	(0.64)	-4%

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Sub-Program 311: Planning & Engineering

Description	2023 Actual	2024 Budget	2025 Budget	2026 Budget	2024/2025 Change	% Change	2025/2026 Change	% Change
Total Sub-Program Revenue	-	-	-	-	-		-	
Personnel	396,832	389,413	423,105	453,936	33,692	9%	30,831	7%
Supplies	10,837	7,390	8,550	8,550	1,160	16%	-	0%
Services	27,229	30,517	30,870	30,540	353	1%	(330)	-1%
Capital Outlay	2,950	2,845	2,025,000	-	2,022,155	71078%	(2,025,000)	-100%
Total Sub-Program Expenditures	437,848	430,165	2,487,525	493,026	2,057,360	478%	(1,994,499)	-80%
Surplus (Deficiency) of Revenue Over (Under) Expenditures	(437,848)	(430,165)	(2,487,525)	(493,026)	(2,057,360)		1,994,499	
Expenditures per resident	21.78	21.40	123.76	24.53	102.36	478%	(99.23)	-80%
Full-time equivalents (FTE's)	3.48	3.53	2.75	2.75	(0.78)	-22%	(0.00)	0%

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Sub-Program 312: Infrastructure Maintenance

Description	2023 Actual	2024 Budget	2025 Budget	2026 Budget	2024/2025 Change	% Change	2025/2026 Change	% Change
Grant Revenue	664,780	754,686	663,350	737,350	(91,336)	-12%	74,000	11%
Fees	31,569	271,484	194,500	950,000	(76,984)	-28%	755,500	388%
Miscellaneous Revenue	4,411	4,645	3,034	4,000	(1,611)	-35%	966	32%
Total Sub-Program Revenue	700,760	1,030,815	860,884	1,691,350	(169,931)	-16%	830,466	96%
Personnel	400,540	482,557	538,366	515,063	55,809	12%	(23,303)	-4%
Supplies	153,920	196,241	188,475	188,475	(7,766)	-4%	-	0%
Services	1,306,391	1,003,826	903,080	921,080	(100,746)	-10%	18,000	2%
Capital Outlay	5,302,630	5,443,513	15,091,943	14,922,674	9,648,430	177%	(169,269)	-1%
Total Sub-Program Expenditures	7,163,481	7,126,137	16,721,864	16,547,292	9,595,727	135%	(174,572)	-1%
Surplus (Deficiency) of Revenue Over (Under) Expenditures	(6,462,721)	(6,095,322)	(15,860,980)	(14,855,942)	(9,765,658)		1,005,038	
Expenditures per resident	356.39	354.53	831.93	823.25	477.40	135%	(8.69)	-1%
Full-time equivalents (FTE's)	5.08	5.18	5.46	4.90	0.28	5%	(0.56)	-10%

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Sub-Program 313: Streetscapes

Description	2023 Actual	2024 Budget	2025 Budget	2026 Budget	2024/2025 Change	% Change	2025/2026 Change	% Change
Total Sub-Program Revenue	-	-	-	-	-		-	
Personnel	312,190	320,434	352,518	391,341	32,084	10%	38,823	11%
Supplies	20,437	13,356	31,350	36,850	17,994	135%	5,500	18%
Services	168,488	222,399	224,950	230,450	2,551	1%	5,500	2%
Capital Outlay	986,402	147,333	2,063,359	2,400,000	1,916,026	1300%	336,641	16%
Total Sub-Program Expenditures	1,487,517	703,522	2,672,177	3,058,641	1,968,655	280%	386,464	14%
Surplus (Deficiency) of Revenue Over (Under) Expenditures	(1,487,517)	(703,522)	(2,672,177)	(3,058,641)	(1,968,655)		(386,464)	
Expenditures per resident	74.01	35.00	132.94	152.17	97.94	280%	19.23	14%
Full-time equivalents (FTE's)	3.56	3.83	3.52	3.65	(0.31)	-8%	0.13	4%

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Sub-Program 314: Snow & Ice Removal

Description	2023 Actual	2024 Budget	2025 Budget	2026 Budget	2024/2025 Change	% Change	2025/2026 Change	% Change
Total Sub-Program Revenue	-	-	-	-	-		-	
Personnel	240,573	276,459	310,435	310,464	33,976	12%	29	0%
Supplies	115,169	84,584	123,250	123,250	38,666	46%	-	0%
Services	56,945	40,153	38,760	39,760	(1,393)	-3%	1,000	3%
Capital Outlay	23,254	33,885	343,235	-	309,350	913%	(343,235)	-100%
Total Sub-Program Expenditures	435,941	435,081	815,680	473,474	380,599	87%	(342,206)	-42%
Surplus (Deficiency) of Revenue Over (Under) Expenditures	(435,941)	(435,081)	(815,680)	(473,474)	(380,599)		342,206	
Expenditures per resident	21.69	21.65	40.58	23.56	18.94	87%	(17.03)	-42%
Full-time equivalents (FTE's)	3.02	2.97	3.07	2.87	0.10	3%	(0.20)	-7%

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Sub-Program 320: Public Works Administration

Description	2023 Actual	2024 Budget	2025 Budget	2026 Budget	2024/2025 Change	% Change	2025/2026 Change	% Change
Total Sub-Program Revenue	-	-	-	-	-		-	
Personnel	3,136	622	350	350	(272)	-44%	-	0%
Supplies	25,669	4,817	7,300	7,300	2,483	52%	-	0%
Services	6,620	6,640	15,660	15,990	9,020	136%	330	2%
Capital Outlay	-	-	-	-	-		-	
Total Sub-Program Expenditures	35,425	12,079	23,310	23,640	11,231	93%	330	1%
Surplus (Deficiency) of Revenue Over (Under) Expenditures	(35,425)	(12,079)	(23,310)	(23,640)	(11,231)		(330)	
Expenditures per resident	1.76	0.60	1.16	1.18	0.56	93%	0.02	1%
Full-time equivalents (FTE's)	-	-	-	-	-		-	

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Utilities Key Indicators

Goals

Ensure safe, reliable, great tasting water; properly treated wastewater; effective stormwater control; successfully managed solid waste; and competitive prices for all services.

INDICATOR		UNIT	2023 ACTUAL	2024 ACTUAL/EST*	2025 PROJECTED	2026 PROJECTED
Workload						
Annual Potable Water Produced		Gallons	1,054,830,000	1,200,000,000*	1,200,000,000	1,200,000,000
Efficiency						
Cost per Ton Sent to Landfill		$	426	443.04*	460.7616	479.192064
Treatment Cost per 1,000 Gallons of Wastewater		$	1.54	1.76*	1.77	1.82
Energy Cost per Million Gallons per Day Billed		$	138.18	124.03*	133.33	138
Effectiveness						
Community Survey Question: Rating of Solid Waste/Trash Services[1]	Target = 100	% Excellent or Good	N/A	80	N/A	N/A
Community Survey Question: Rating of Fees for Water/Sewer/Trash[1]	Target = 100	% Excellent or Good	N/A	63	N/A	N/A
Community Survey Question: Rating of Storm Drainage (Flooding Management)[1]	Target = 100	% Excellent or Good	N/A	87	N/A	N/A
Community Survey Question: Rating of Wastewater (Sewage System)[1]	Target = 100	% Excellent or Good	N/A	93	N/A	N/A
Community Survey Question: Rating of Quality of Louisville Water[1]	Target = 100	% Excellent or Good	N/A	88	N/A	N/A

Notes:
[1]The community survey occurs every four years. The most recent was 2024.

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Program 32: Utilities [1]

Description	2023 Actual	2024 Actual	2025 Revised	2026 Budget	2024/2025 Change	% Change	2025/2026 Change	% Change
License and Permits	600	375	2,000	2,000	1,625	433%	-	0%
Grant Revenue	1,462,318	363,198	250,000	-	(113,198)	-31%	(250,000)	-100%
Fees	13,925,231	18,220,156	17,509,270	23,819,680	(710,886)	-4%	6,310,410	36%
Miscellaneous Revenue	1,228,779	1,660,268	1,016,283	1,133,420	(643,985)	-39%	117,137	12%
Other Revenue	14,152	128,099	-	-	(128,099)	-100%	-	
Total Program Revenue	16,631,080	20,372,096	18,777,553	24,955,100	(1,594,543)	-8%	6,177,547	33%
Personnel	3,756,535	4,257,784	5,082,412	5,097,551	824,628	19%	15,139	0%
Supplies	678,745	768,490	909,091	948,991	140,601	18%	39,900	4%
Services	5,213,127	5,363,001	6,063,370	6,598,976	700,369	13%	535,606	9%
Capital Outlay	7,392,265	5,755,113	23,291,546	7,045,950	17,536,433	305%	(16,245,596)	-70%
Total Program Expenditures	17,040,672	16,144,388	35,346,419	19,691,468	19,202,031	119%	(15,654,951)	-44%
Surplus (Deficiency) of Revenue Over (Under) Expenditures	(409,592)	4,227,708	(16,568,866)	5,263,632	(20,796,574)		21,832,498	
Expenditures per resident	847.79	803.20	1,758.53	979.68	955.32	119%	(778.85)	-44%
Full-time equivalents (FTE's)	34.56	40.20	45.48	43.97	5.28	13%	(1.51)	-3%

Notes:
[1] Program revenue and expenses exclude transfers between utility funds.

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Sub-Program 321: Water [1]

Description	2023 Actual	2024 Actual	2025 Revised	2026 Budget	2024/2025 Change	% Change	2025/2026 Change	% Change
Grant Revenue	1,212,318	137,539	-	-	(137,539)		-	
Fees	6,728,086	10,106,865	8,328,630	12,625,830	(1,778,235)	-18%	4,297,200	52%
Miscellaneous Revenue	528,230	1,239,873	721,875	881,210	(517,998)	-42%	159,335	22%
Total Sub-Program Revenue	8,468,634	11,484,277	9,050,505	13,507,040	(2,433,772)	-21%	4,456,535	49%
Personnel	1,976,992	2,246,808	2,646,975	2,552,179	400,167	18%	(94,796)	-4%
Supplies	502,108	554,979	625,131	665,131	70,152	13%	40,000	6%
Services	2,362,198	2,161,849	2,455,050	2,499,592	293,201	14%	44,542	2%
Capital Outlay	5,290,753	2,333,627	16,708,321	5,058,950	14,374,694	616%	(11,649,371)	-70%
Total Sub-Program Expenditures	10,132,051	7,297,263	22,435,477	10,775,852	15,138,214	207%	(11,659,625)	-52%
Surplus (Deficiency) of Revenue Over (Under) Expenditures	(1,663,417)	4,187,014	(13,384,972)	2,731,188	(17,571,986)		16,116,160	
Expenditures per resident	504.08	363.05	1,116.19	536.11	753.14	207%	(580.08)	-52%
Full-time equivalents (FTE's)	18.53	21.21	24.25	22.20	3.04	14%	(2.05)	-8%

Note:
[1] Revenue and expenditures are presented on the City's budgetary basis and exclude transfers between utility funds.

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Sub-Program 322: Wastewater [1]

Description	2023 Actual	2024 Actual	2025 Revised	2026 Budget	2024/2025 Change	% Change	2025/2026 Change	% Change
Fees	4,313,498	4,954,559	5,488,000	6,959,400	533,441	11%	1,471,400	27%
Miscellaneous Revenue	435,073	411,312	226,795	184,210	(184,517)	-45%	(42,585)	-19%
Total Sub-Program Revenue	4,748,571	5,365,871	5,714,795	7,143,610	348,924	7%	1,428,815	25%
Personnel	1,367,568	1,548,544	1,905,433	1,986,499	356,889	23%	81,066	4%
Supplies	169,380	203,102	247,055	246,955	43,953	22%	(100)	0%
Services	1,143,195	1,171,011	1,262,310	1,482,774	91,299	8%	220,464	17%
Capital Outlay	1,739,632	1,639,268	5,290,526	812,000	3,651,258	223%	(4,478,526)	-85%
Total Sub-Program Expenditures	4,419,775	4,561,925	8,705,324	4,528,228	4,143,399	91%	(4,177,096)	-48%
Surplus (Deficiency) of Revenue Over (Under) Expenditures	328,796	803,946	(2,990,529)	2,615,382	(3,794,475)		5,605,911	
Expenditures per resident	219.89	226.96	433.10	225.28	206.14	91%	(207.82)	-48%
Full-time equivalents (FTE's)	12.63	15.09	16.92	17.66	1.83	12%	0.74	4%

Note:
[1] Revenue and expenditures are presented on the City's budgetary basis and exclude transfers between utility funds.

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Sub-Program 323: Storm Water [1]

Description	2023 Actual	2024 Actual	2025 Revised	2026 Budget	2024/2025 Change	% Change	2025/2026 Change	% Change
License and Permits	600	375	2,000	2,000	1,625	433%	-	0%
Grant Revenue	250,000	225,659	250,000	-	24,341	11%	(250,000)	-100%
Fees	1,143,014	1,308,895	1,397,900	1,669,900	89,005	7%	272,000	19%
Miscellaneous Revenue	300,756	113,222	58,722	60,000	(54,500)	-48%	1,278	2%
Total Sub-Program Revenue	1,694,370	1,648,151	1,708,622	1,731,900	60,471	4%	23,278	1%
Personnel	329,932	370,793	431,581	480,157	60,788	16%	48,576	11%
Supplies	7,248	10,399	30,905	30,905	20,506	197%	-	0%
Services	91,201	247,442	122,610	122,610	(124,832)	-50%	-	0%
Capital Outlay	361,880	1,782,217	1,292,698	1,175,000	(489,519)	-27%	(117,698)	-9%
Total Sub-Program Expenditures	790,261	2,410,851	1,877,794	1,808,672	(533,057)	-22%	(69,122)	-4%
Surplus (Deficiency) of Revenue Over (Under) Expenditures	904,109	(762,700)	(169,172)	(76,772)	593,528		92,400	
Expenditures per resident	39.32	119.94	93.42	89.98	(26.52)	-22%	(3.44)	-4%
Full-time equivalents (FTE's)	2.77	3.17	3.58	3.64	0.41	13%	0.06	2%

Note:
[1] Revenue and expenditures are presented on the City's budgetary basis.

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Sub-Program 324: Solid Waste, Recycling & Composting

Description	2023 Actual	2024 Actual	2025 Revised	2026 Budget	2024/2025 Change	% Change	2025/2026 Change	% Change
Fees	1,708,405	1,859,429	2,294,740	2,564,550	435,311	23%	269,810	12%
Miscellaneous Revenue	11,103	14,368	8,891	8,000	(5,477)	-38%	(891)	-10%
Total Sub-Program Revenue	1,719,508	1,873,797	2,303,631	2,572,550	429,834	23%	268,919	12%
Personnel	82,043	91,639	98,423	78,716	6,784	7%	(19,707)	-20%
Supplies	9	9	6,000	6,000	5,991	66567%	-	0%
Services	1,616,533	1,782,699	2,223,400	2,494,000	440,701	25%	270,600	12%
Capital Outlay	-	-	-	-	-		-	
Total Sub-Program Expenditures	1,698,585	1,874,347	2,327,823	2,578,716	453,476	24%	250,893	11%
Surplus (Deficiency) of Revenue Over (Under) Expenditures	20,923	(550)	(24,192)	(6,166)	(23,642)		18,026	
Expenditures per resident	84.51	93.25	115.81	128.29	22.56	24%	12.48	11%
Full-time equivalents (FTE's)	0.63	0.73	0.73	0.48	-	0%	(0.25)	-35%

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Public Safety Key Indicators

Goals

Police and other City staff working with the community to help ensure safety, satisfy residents' expectations that individuals observe the City's Municipal Code and State Law, and a justice system that is fair, effective, and efficient.

INDICATOR		UNIT	2023 ACTUAL	2024 ACTUAL/EST*	2025 PROJECTED	2026 PROJECTED
Workload						
Number of Calls for Service and Officer-Initiated Activity		#	14,523	15,000*	16,000	17,000
Efficiency						
Percentage of Code Enforcement Cases Brought into Voluntary		%	99.2	90*	90	90
Average Time for Resolution of Cases at Municipal Court		Days	40	35*	35	35
Effectiveness						
Community Survey Question: Rating of Municipal Code Enforcement Issues[1]	Target = 100	% Excellent or Good	N/A	65*	N/A	N/A
Customer Rating Survey Question: Satisfaction with Municipal Court[1]	Target = 5	Rating 1 to 5	4	4*	4	4
Community Survey Question: Rating of Communication Regularly with Community Members[1]	Target = 100	% Excellent or Good	N/A	60*	N/A	N/A
Community Survey Question: Rating of Overall Performance of Louisville Police Department[1]	Target = 100	% Excellent or Good	N/A	87	N/A	N/A
Community Survey Question: Rating of Visibility of Patrol Cars[1]	Target = 100	% Excellent or Good	N/A	77	N/A	N/A

Notes:
[1]The community survey occurs every four years. The most recent was 2024.

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Program 21: Public Safety & Justice

Description	2023 Actual	2024 Actual	2025 Revised	2026 Budget	2024/2025 Change	% Change	2025/2026 Change	% Change
Grant Revenue	-	94,712	179,336	108,600	84,624	89%	(70,736)	-39%
Fines	12	-	-	-	-		-	
Fees	86,649	139,120	100,000	100,000	(39,120)	-28%	-	0%
Total Program Revenue	86,661	233,832	279,336	208,600	45,504	19%	(70,736)	-25%
Personnel	5,353,421	5,974,563	6,641,007	7,054,207	666,444	11%	413,200	6%
Supplies	301,238	363,726	393,300	404,405	29,574	8%	11,105	3%
Services	1,484,296	1,211,694	1,347,804	1,307,672	136,110	11%	(40,132)	-3%
Capital Outlay	583,629	339,043	1,185,740	514,220	846,697	250%	(671,520)	-57%
Total Program Expenditures	7,722,584	7,889,026	9,567,851	9,280,504	1,678,825	21%	(287,347)	-3%
Surplus (Deficiency) of Revenue Over (Under) Expenditures	(7,635,923)	(7,655,194)	(9,288,515)	(9,071,904)	(1,633,321)		216,611	
Expenditures per resident	384.21	392.49	476.01	461.72	83.52	21%	(14.30)	-3%
Full-time equivalents (FTE's)	50.03	46.93	47.20	47.21	0.27	1%	0.01	0%

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Sub-Program 211: Patrol & Investigations

Description	2023 Actual	2024 Actual	2025 Revised	2026 Budget	2024/2025 Change	% Change	2025/2026 Change	% Change
Grant Revenue	-	94,712	179,336	108,600	84,624	89%	(70,736)	-39%
Fees	12	-	-	-	-		-	
Total Sub-Program Revenue	12	94,712	179,336	108,600	84,624	89%	(70,736)	-39%
Personnel	4,998,831	5,598,490	6,236,558	6,636,707	638,068	11%	400,149	6%
Supplies	278,155	336,435	359,620	371,035	23,185	7%	11,415	3%
Services	1,242,323	983,779	1,064,364	1,041,952	80,585	8%	(22,412)	-2%
Capital Outlay	560,967	339,043	891,657	514,220	552,614	163%	(377,437)	-42%
Total Sub-Program Expenditures	7,080,276	7,257,747	8,552,199	8,563,914	1,294,452	18%	11,715	0%
Surplus (Deficiency) of Revenue Over (Under) Expenditures	(7,080,264)	(7,163,035)	(8,372,863)	(8,455,314)	(1,209,828)		(82,451)	
Expenditures per resident	352.25	361.08	425.48	426.07	64.40	18%	0.58	0%
Full-time equivalents (FTE's)	45.73	43.38	43.65	43.66	0.27	1%	0.01	0%

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Sub-Program 212: Code Enforcement

Description	2023 Actual	2024 Actual	2025 Revised	2026 Budget	2024/2025 Change	% Change	2025/2026 Change	% Change
Total Sub-Program Revenue	-	-	-	-	-		-	
Personnel	134,308	157,339	162,277	181,603	4,938	3%	19,326	12%
Supplies	7,087	7,621	12,440	12,130	4,819	63%	(310)	-2%
Services	24,439	20,734	19,880	17,420	(854)	-4%	(2,460)	-12%
Capital Outlay	-	-	-	-	-		-	
Total Sub-Program Expenditures	165,834	185,694	194,597	211,153	8,903	5%	16,556	9%
Surplus (Deficiency) of Revenue Over (Under) Expenditures	(165,834)	(185,694)	(194,597)	(211,153)	(8,903)		(16,556)	
Expenditures per resident	8.25	9.24	9.68	10.51	0.44	5%	0.82	9%
Full-time equivalents (FTE's)	2.42	1.59	1.59	1.59	-	0%	-	0%

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Sub-Program 216: Municipal Court

Description	2023 Actual	2024 Actual	2025 Revised	2026 Budget	2024/2025 Change	% Change	2025/2026 Change	% Change
Fines	86,649	139,120	100,000	100,000	(39,120)	-28%	-	0%
Total Sub-Program Revenue	86,649	139,120	100,000	100,000	(39,120)	-28%	-	0%
Personnel	173,836	170,704	192,039	183,098	21,335	12%	(8,941)	-5%
Supplies	11,092	16,714	16,370	16,370	(344)	-2%	-	0%
Services	96,011	63,519	83,610	73,750	20,091	32%	(9,860)	-12%
Capital Outlay	22,662	-	-	-	-		-	
Total Sub-Program Expenditures	303,601	250,937	292,019	273,218	41,082	16%	(18,801)	-6%
Surplus (Deficiency) of Revenue Over (Under) Expenditures	(216,952)	(111,817)	(192,019)	(173,218)	(80,202)		18,801	
Expenditures per resident	15.10	12.48	14.53	13.59	2.04	16%	(0.94)	-6%
Full-time equivalents (FTE's)	1.52	1.52	1.52	1.52	-	0%	-	0%

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Sub-Program 219: Police Department Building Maintenance

Description	2023 Actual	2024 Actual	2025 Revised	2026 Budget	2024/2025 Change	% Change	2025/2026 Change	% Change
Total Sub-Program Revenue	-	-	-	-	-		-	
Personnel	46,446	48,031	50,133	52,799	2,102	4%	2,666	5%
Supplies	4,904	2,957	4,870	4,870	1,913	65%	-	0%
Services	121,523	143,662	179,950	174,550	36,288	25%	(5,400)	-3%
Capital Outlay	-	-	294,083	-	294,083		(294,083)	
Total Sub-Program Expenditures	172,873	194,650	529,036	232,219	334,386	172%	(296,817)	-56%
Surplus (Deficiency) of Revenue Over (Under) Expenditures	(172,873)	(194,650)	(529,036)	(232,219)	(334,386)		296,817	
Expenditures per resident	8.60	9.68	26.32	11.55	16.64	172%	(14.77)	-56%
Full-time equivalents (FTE's)	0.36	0.44	0.44	0.44	-	0%	-	0%

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Parks Key Indicators

Goals

Provide well-maintained parks and landscaped areas that are easy to walk to and enjoyable to visits or see; sports facilities that are fully used and properly maintained.

INDICATOR		UNIT	2023 ACTUAL	2024 ACTUAL/EST*	2025 PROJECTED	2026 PROJECTED
Workload						
Acres of Park per Capita		#	17	17*	17	17
Efficiency						
Average Cost to Inter at Cemetery		$	1,330	1,330*	1,330	1,330
Parks Expenditures per Acre		$	4,314	4,446*	4,682	4,939
Effectiveness						
Community Survey Question: Rating of Maintenance of Louisville Cemetery[1]	Target = 100	% Excellent or Good	N/A	91	N/A	N/A
Community Survey Question: Rating of Overall Performance of Parks Division[1]	Target = 100	% Excellent or Good	N/A	89	N/A	N/A

Notes:
[1]The community survey occurs every four years. The most recent was 2024.

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Program 51: Parks

Description	2023 Actual	2024 Actual	2025 Revised	2026 Budget	2024/2025 Change	% Change	2025/2026 Change	% Change
Tax Revenue	1,479,181	1,590,492	1,520,719	1,545,974	(69,773)	-4%	25,255	2%
License and Permits	104,194	111,265	76,720	103,720	(34,545)	-31%	27,000	35%
Grant Revenue	293,243	238,274	256,120	267,090	17,846	7%	10,970	4%
Fees	98,554	126,534	185,520	491,530	58,986	47%	306,010	165%
Miscellaneous Revenue	100,988	198,811	134,574	52,115	(64,237)	-32%	(82,459)	-61%
Total Program Revenue [1]	2,076,160	2,265,376	2,173,653	2,460,429	(91,723)	-4%	286,776	13%
Personnel	1,164,783	1,383,168	1,642,160	1,739,901	258,992	19%	97,741	6%
Supplies	121,376	116,291	161,480	162,730	45,189	39%	1,250	1%
Services	813,646	986,197	990,500	999,860	4,303	0%	9,360	1%
Capital Outlay	528,871	1,404,433	4,483,659	2,709,800	3,079,226	219%	(1,773,859)	-40%
Total Program Expenditures	2,628,676	3,890,089	7,277,799	5,612,291	3,387,710	87%	(1,665,508)	-23%
Surplus (Deficiency) of Revenue Over (Under) Expenditures	(552,516)	(1,624,713)	(5,104,146)	(3,151,862)	(3,479,433)		1,952,284	
Expenditures per resident	130.78	193.54	362.08	279.22	168.54	87%	(82.86)	-23%
Full-time equivalents (FTE's)	23.85	23.51	22.46	22.35	(1.06)	-5%	(0.11)	0%

Notes:

[1] Program Revenue excludes recurring interfund transfers from the General Fund.

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Sub-Program 510: Parks & Recreation Admin

Description	2023 Actual	2024 Actual	2025 Revised	2026 Budget	2024/2025 Change	% Change	2025/2026 Change	% Change
Total Sub-Program Revenue	-	-	-	-	-		-	
Personnel	13,449	45,587	58,776	65,426	13,189	29%	6,650	11%
Total Sub-Program Revenue [1]	1,850	3,364	3,180	3,180	(184)	-5%	-	0%
Services	24,956	23,727	28,260	25,000	4,533	19%	(3,260)	-12%
Capital Outlay	-	-	-	-	-		-	
Total Sub-Program Expenditures	40,255	72,678	90,216	93,606	17,538	24%	3,390	4%
Surplus (Deficiency) of Revenue Over (Under) Expenditures	(40,255)	(72,678)	(90,216)	(93,606)	(17,538)		(3,390)	
Expenditures per resident	2.00	3.62	4.49	4.66	0.87	24%	0.17	4%
Full-time equivalents (FTE's)	0.06	0.06	2.36	2.36	2.30	3833%	-	0%

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Sub-Program 511: Parks

Description	2023 Actual	2024 Actual	2025 Revised	2026 Budget	2024/2025 Change	% Change	2025/2026 Change	% Change
Tax Revenue	1,479,181	1,590,492	1,520,719	1,545,974	(69,773)	-4%	25,255	2%
License and Permits	4,222	3,980	3,720	3,000	(260)	-7%	(720)	-19%
Grant Revenue	293,243	238,274	256,120	267,090	17,846	7%	10,970	4%
Fees	60,681	41,140	145,200	450,000	104,060	253%	304,800	210%
Miscellaneous Revenue	57,692	148,439	101,620	39,465	89,393	60%	(62,155)	-61%
Total Sub-Program Revenue	1,895,019	2,022,325	2,027,379	2,305,529	141,266	7%	278,150	14%
Personnel	1,075,504	1,244,744	1,469,362	1,598,156	224,618	18%	128,794	9%
Supplies	114,157	107,406	147,900	148,400	40,494	38%	500	0%
Services	685,960	842,192	821,990	830,650	(20,202)	-2%	8,660	1%
Capital Outlay	518,871	1,394,433	4,467,659	2,691,300	3,073,226	220%	(1,776,359)	-40%
Total Sub-Program Expenditures	2,394,492	3,588,775	6,906,911	5,268,506	3,318,136	92%	(1,638,405)	-24%
Surplus (Deficiency) of Revenue Over (Under) Expenditures	(499,473)	(1,566,450)	(4,879,532)	(2,962,977)	(3,176,870)		1,916,555	
Expenditures per resident	119.13	178.55	343.63	262.11	165.08	92%	(81.51)	-24%
Full-time equivalents (FTE's)	22.54	22.72	18.85	19.31	(3.87)	-17%	0.46	2%

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Sub-Program 515: Cemetery

Description	2023 Actual	2024 Actual	2025 Revised	2026 Budget	2024/2025 Change	% Change	2025/2026 Change	% Change
License and Permits	99,972	107,286	73,000	100,720	(34,286)	-32%	27,720	38%
Fees	37,873	85,394	40,320	41,530	(45,074)	-53%	1,210	3%
Miscellaneous Revenue	43,296	50,372	32,954	12,650	(17,418)	-35%	(20,304)	-62%
Total Sub-Program Revenue [1]	181,141	243,052	146,274	154,900	(96,778)	-40%	8,626	6%
Personnel	75,830	92,837	114,022	76,319	21,185	23%	(37,703)	-33%
Supplies	5,370	5,522	10,400	11,150	4,878	88%	750	7%
Services	102,729	120,278	140,250	144,210	19,972	17%	3,960	3%
Capital Outlay	10,000	10,000	16,000	18,500	6,000	60%	2,500	16%
Total Sub-Program Expenditures	193,929	228,637	280,672	250,179	52,035	23%	(30,493)	-11%
Surplus (Deficiency) of Revenue Over (Under) Expenditures	(12,788)	14,415	(134,398)	(95,279)	(148,813)		39,119	
Expenditures per resident	9.65	11.37	13.96	12.45	2.59	23%	(1.52)	-11%
Full-time equivalents (FTE's)	1.25	0.73	1.25	0.68	0.52	71%	(0.57)	-46%

Note:
[1] This Sub-Program table excludes recurring interfund transfers from the General Fund.

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Open Space & Trails Key Indicators

Goals: *Acquire candidate properties as they become available and preserve, enhance and maintain native plants, wildlife, wildlife and plant habitat, cultural resources, agriculture and scenic vistas and appropriate passive recreation.*

INDICATOR		UNIT	2023 ACTUAL	2024 ACTUAL/EST*	2025 PROJECTED	2026 PROJECTED
Effectiveness						
Number of Acres/Parcels Acquired[1]	Target = N/A	#	1,919.81	1,919.81*	1,919.81	1,919.81
Average Number of Participants per Education Program	Target = 20	#	32	25*	25	25
Volunteer Hours Donated	Target = 950	#	1,081.75	1,000*	1,000	1,000
Percentage of Acres with Active Weed Management[2]	Target = 25	%	23.5	25*	25	25
Community Survey Question: Rating of Maintenance of Open Space[3]	Target = 70	% Excellent or Good	N/A	89	N/A	N/A
Community Survey Question: Rating of Maintenance of Trail System[3]	Target = 95	% Excellent or Good	N/A	92	N/A	N/A

Notes:

[1]Target is less geared towards specific acreage and more around evaluation and prospective property prioritization, available parcels, funding, etc.

[2]Acres of active weed management includes chemical and mechanical (including grazing) control efforts. Additional management efforts including monitoring, cultural, and biological control have not been captured in this acreage.

[3]The community survey occurs every four years. The most recent was 2024.

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Program 52: Open Space & Trails

Description	2023 Actual	2024 Actual	2025 Revised	2026 Budget	2024/2025 Change	% Change	2025/2026 Change	% Change
Tax Revenue	1,479,182	2,628,199	2,534,518	2,576,950	(93,681)	-4%	42,432	2%
Grant Revenue	1,129,191	59,926	3,290	3,290	(56,636)	-95%	-	0%
Miscellaneous Revenue	-	101,060	61,940	89,106	(39,120)	-39%	27,166	44%
Total Program Revenue	2,608,373	2,789,185	2,599,748	2,669,346	(189,437)	-7%	69,598	3%
Personnel	775,296	979,873	1,176,840	1,208,107	196,967	20%	31,267	3%
Supplies	22,672	53,238	30,706	29,746	(22,532)	-42%	(960)	-3%
Services	212,163	346,909	426,181	399,911	79,272	23%	(26,270)	-6%
Capital Outlay	1,366,123	148,239	723,693	715,000	575,454	388%	(8,693)	-1%
Total Program Expenditures	2,376,254	1,528,259	2,357,420	2,352,764	829,161	54%	(4,656)	0%
Surplus (Deficiency) of Revenue Over (Under) Expenditures	232,119	1,260,926	242,328	316,582	(1,018,598)		74,254	
Expenditures per resident	118.22	76.03	117.28	117.05	41.25	54%	(0.23)	0%
Full-time equivalents (FTE's)	10.13	10.20	13.67	13.60	3.47	34%	(0.06)	0%

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Sub-Program 521: Acquisition

Description	2023 Actual	2024 Actual	2025 Revised	2026 Budget	2024/2025 Change	% Change	2025/2026 Change	% Change
Tax Revenue	5,479	6,447	47,636	47,887	41,189	639%	251	1%
Total Sub-Program Revenue	5,479	6,447	47,636	47,887	41,189	639%	251	1%
Personnel	5,449	6,414	7,626	7,877	1,212	19%	251	3%
Supplies	-	3	-	-	(3)		-	
Services	30	30	40,010	40,010	39,980	133267%	-	0%
Capital Outlay	-	-	-	-	-		-	
Total Sub-Program Expenditures	5,479	6,447	47,636	47,887	41,189	639%	251	1%
Surplus (Deficiency) of Revenue Over (Under) Expenditures	-	-	-	-	-		-	
Expenditures per resident	0.27	0.32	2.37	2.38	2.05	639%	0.01	1%
Full-time equivalents (FTE's)	0.03	0.04	0.05	0.05	0.01	25%	-	0%

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Sub-Program 522: Maintenance & Management

Description	2023 Actual	2024 Actual	2025 Revised	2026 Budget	2024/2025 Change	% Change	2025/2026 Change	% Change
Tax Revenue	635,201	893,019	1,449,524	1,282,217	556,505	62%	(167,307)	-12%
Total Sub-Program Revenue	635,201	893,019	1,449,524	1,282,217	556,505	62%	(167,307)	-12%
Personnel	378,537	509,627	627,431	645,292	117,804	23%	17,861	3%
Supplies	18,164	48,171	24,350	23,390	(23,821)	-49%	(960)	-4%
Services	200,424	321,221	347,743	318,535	26,522	8%	(29,208)	-8%
Capital Outlay	38,076	14,000	450,000	295,000	436,000	3114%	(155,000)	-34%
Total Sub-Program Expenditures	635,201	893,019	1,449,524	1,282,217	556,505	62%	(167,307)	-12%
Surplus (Deficiency) of Revenue Over (Under) Expenditures	-	-	-	-	-		-	
Expenditures per resident	31.60	44.43	72.12	63.79	27.69	62%	(8.32)	-12%
Full-time equivalents (FTE's)	5.49	5.65	8.21	8.14	2.56	45%	(0.07)	-1%

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Sub-Program 523: Education & Outreach

Description	2023 Actual	2024 Actual	2025 Revised	2026 Budget	2024/2025 Change	% Change	2025/2026 Change	% Change
Tax Revenue	262,746	302,861	330,727	341,469	27,866	9%	10,742	3%
Total Sub-Program Revenue	262,746	302,861	330,727	341,469	27,866	9%	10,742	3%
Personnel	255,499	287,689	318,667	329,409	30,978	11%	10,742	3%
Supplies	3,422	3,708	5,020	5,020	1,312	35%	-	0%
Services	3,825	11,464	7,040	7,040	(4,424)	-39%	-	0%
Capital Outlay	-	-	-	-	-		-	
Total Sub-Program Expenditures	262,746	302,861	330,727	341,469	27,866	9%	10,742	3%
Surplus (Deficiency) of Revenue Over (Under) Expenditures	-	-	-	-	-		-	
Expenditures per resident	13.07	15.07	16.45	16.99	1.39	9%	0.53	3%
Full-time equivalents (FTE's)	3.00	3.15	3.40	3.40	0.25	8%	-	0%

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Sub-Program 524 & 528 (consolidated): New Trails & Trail Maintenance

Description	2023 Actual	2024 Actual	2025 Revised	2026 Budget	2024/2025 Change	% Change	2025/2026 Change	% Change
Tax Revenue	-	325,932	529,533	681,191	203,601	62%	151,658	29%
Grant Revenue	1,129,191	-	-	-	-		-	
Total Sub-Program Revenue	1,129,191	325,932	529,533	681,191	203,601	62%	151,658	29%
Personnel	135,811	176,143	223,116	225,529	46,973	27%	2,413	1%
Supplies	1,087	1,356	1,336	1,336	(20)	-1%	-	0%
Services	7,884	14,194	31,388	34,326	17,194	121%	2,938	9%
Capital Outlay	1,328,046	134,239	273,693	420,000	139,454	104%	146,307	53%
Total Sub-Program Expenditures	1,472,828	325,932	529,533	681,191	203,601	62%	151,658	29%
Surplus (Deficiency) of Revenue Over (Under) Expenditures	(343,637)	-	-	-	-		-	
Expenditures per resident	73.28	16.22	26.34	33.89	10.13	62%	7.55	29%
Full-time equivalents (FTE's)	1.61	1.36	2.01	2.01	0.65	48%	-	0%

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Recreation Key Indicators

Goals

Promote the physical, mental and social well-being of residents and visitors through a broad range of high-quality, reasonably priced recreation and leisure activities for people of all ages, interests and ability levels.

INDICATOR		UNIT	2023 ACTUAL	2024 ACTUAL/EST*	2025 PROJECTED	2026 PROJECTED
Efficiency						
Average Cost Recovery Rate for Youth Classes & Programs		$/Class or Program	107%-Sports 70%-Youth Activities	98%-Sports 69%-Youth Activities	98%-Youth Sports 69% Youth Activities	90% Youth Sports 70% Youth Activities
Cost Recovery Rate per Round of Golf		$/Round	63.54	74*	75	76
Effectiveness						
Community Survey Question: Rating of Current Recreation Programs for Youth[1]	Target = 95	% Excellent or Good	N/A	91	N/A	N/A
Rounds of Golf per Playable Day	Target = 150	#	154	134	140	144
Community Survey Question: Overall Satisfaction of the Course[2]	Target = 5	Rating 1 to 5	N/A	82	N/A	N/A

Notes:
[1]The community survey occurs every four years. The most recent was 2024.
[2]Formerly a different survey measure, now tied to the community survey.

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Program 53: Recreation

Description	2023 Actual	2024 Actual	2025 Revised	2026 Budget	2024/2025 Change	% Change	2025/2026 Change	% Change
Tax Revenue	1,183,375	1,268,354	1,217,291	1,236,743	(51,063)	-4%	19,452	2%
Grant Revenue	218,092	108,111	593,000	85,000	484,889	449%	(508,000)	-86%
Fees	6,201,431	6,582,874	6,597,213	6,794,050	14,339	0%	196,837	3%
Miscellaneous Revenue	1,595,748	408,095	257,097	297,310	(150,998)	-37%	40,213	16%
Other Revenue	85,000	2,500	-	-	(2,500)		-	
Total Program Revenue [1], [2]	9,283,646	8,369,934	8,664,601	8,413,103	294,667	4%	(251,498)	-3%
Personnel	4,606,441	5,075,383	5,376,171	5,940,418	300,788	6%	564,247	10%
Supplies	520,740	561,706	608,652	614,037	46,946	8%	5,385	1%
Services	2,289,357	2,251,329	2,894,912	2,945,336	643,583	29%	50,424	2%
Capital Outlay	2,179,189	553,412	2,110,260	1,342,352	1,556,848	281%	(767,908)	-36%
Total Program Expenditures [1]	9,595,727	8,441,830	10,989,995	10,842,143	2,548,165	30%	(147,852)	-1%
Surplus (Deficiency) of Revenue Over (Under) Expenditures	(312,081)	(71,896)	(2,325,394)	(2,429,040)	(2,253,498)		(103,646)	
Expenditures per resident	477.40	419.99	546.77	539.41	126.77	30%	(7.36)	-1%
Full-time equivalents (FTE's)	69.53	68.67	75.50	77.13	6.84	10%	1.62	2%

Notes:

[1] Program table excludes revenue and expenditures from the Recreation Center Construction and Recreation Center Debt Service Funds.

[2] Program revenue excludes recurring interfund transfers from the General Fund.

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Sub-Program 530: Recreation Center Management

Description	2023 Actual	2024 Actual	2025 Revised	2026 Budget	2024/2025 Change	% Change	2025/2026 Change	% Change
Total Sub-Program Revenue	-	-	-	-	-		-	
Personnel	455,363	497,951	667,034	922,340	169,083	34%	255,306	38%
Supplies	15,693	21,631	26,900	32,650	5,269	24%	5,750	21%
Services	229,665	276,524	329,950	354,440	53,426	19%	24,490	7%
Capital Outlay	1,540	1,540	3,440	3,440	1,900	123%	-	0%
Total Sub-Program Expenditures	702,261	797,646	1,027,324	1,312,870	229,678	29%	285,546	28%
Surplus (Deficiency) of Revenue Over (Under) Expenditures	(702,261)	(797,646)	(1,027,324)	(1,312,870)	(229,678)		(285,546)	
Expenditures per resident	34.94	39.68	51.11	65.32	11.43	29%	14.21	28%
Full-time equivalents (FTE's)	9.80	10.24	12.56	13.28	2.32	23%	0.72	6%

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Sub-Program 531: Youth Activities

Description	2023 Actual	2024 Actual	2025 Revised	2026 Budget	2024/2025 Change	% Change	2025/2026 Change	% Change
Fees	655,101	655,341	665,800	632,300	89,393	14%	(33,500)	-5%
Total Sub-Program Revenue	655,101	655,341	665,800	632,300	89,393	14%	(33,500)	-5%
Personnel	490,871	512,844	582,995	633,914	70,151	14%	50,919	9%
Supplies	55,884	51,207	37,560	43,295	(13,647)	-27%	5,735	15%
Services	120,236	114,117	110,218	139,323	(3,899)	-3%	29,105	26%
Capital Outlay	-	-	-	-	-		-	
Total Sub-Program Expenditures	666,991	678,168	730,773	816,532	52,605	8%	85,759	12%
Surplus (Deficiency) of Revenue Over (Under) Expenditures	(11,890)	(22,827)	(64,973)	(184,232)	36,788		(119,259)	
Expenditures per resident	33.18	33.74	36.36	40.62	2.62	8%	4.27	12%
Full-time equivalents (FTE's)	7.53	7.53	7.82	8.46	0.29	4%	0.64	8%

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Sub-Program 532: Adult Activities

Description	2023 Actual	2024 Actual	2025 Revised	2026 Budget	2024/2025 Change	% Change	2025/2026 Change	% Change
Fees	329,204	389,029	271,550	258,350	(117,479)	-30%	(13,200)	-5%
Total Sub-Program Revenue	329,204	389,029	271,550	258,350	(117,479)	-30%	(13,200)	-5%
Personnel	435,634	494,817	520,779	549,237	25,962	5%	28,458	5%
Supplies	11,712	9,425	10,200	10,200	775	8%	-	0%
Services	93,233	92,595	282,980	292,980	190,385	206%	10,000	4%
Capital Outlay	-	-	-	-	-		-	
Total Sub-Program Expenditures	540,579	596,837	813,959	852,417	217,122	36%	38,458	5%
Surplus (Deficiency) of Revenue Over (Under) Expenditures	(211,375)	(207,808)	(542,409)	(594,067)	(334,601)		(51,658)	
Expenditures per resident	26.89	29.69	40.50	42.41	10.80	36%	1.91	5%
Full-time equivalents (FTE's)	5.61	5.61	6.67	6.85	1.06	19%	0.18	3%

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Sub-Program 533: Senior Activities & Services

Description	2023 Actual	2024 Actual	2025 Revised	2026 Budget	2024/2025 Change	% Change	2025/2026 Change	% Change
Grant Revenue	6,176	5,434	5,000	5,000	(434)	-8%	-	0%
Fees	239,227	200,257	166,540	171,500	(33,717)	-17%	4,960	3%
Total Sub-Program Revenue	245,403	205,691	171,540	176,500	(34,151)	-17%	4,960	3%
Personnel	336,534	351,414	374,466	392,774	23,052	7%	18,308	5%
Supplies	33,085	25,418	45,305	45,305	19,887	78%	-	0%
Services	292,067	261,737	348,290	357,690	86,553	33%	9,400	3%
Capital Outlay	-	-	-	75,000	-		75,000	
Total Sub-Program Expenditures	661,686	638,569	768,061	870,769	129,492	20%	102,708	13%
Surplus (Deficiency) of Revenue Over (Under) Expenditures	(416,283)	(432,878)	(596,521)	(694,269)	(163,643)		(97,748)	
Expenditures per resident	32.92	31.77	38.21	43.32	6.44	20%	5.11	13%
Full-time equivalents (FTE's)	3.29	3.26	3.56	3.57	0.30	9%	0.01	0%

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Sub-Program 535: Aquatics

Description	2023 Actual	2024 Actual	2025 Revised	2026 Budget	2024/2025 Change	% Change	2025/2026 Change	% Change
Fees	292,001	277,553	240,500	257,200	(37,053)	-13%	16,700	7%
Total Sub-Program Revenue	292,001	277,553	240,500	257,200	(37,053)	-13%	16,700	7%
Personnel	1,047,800	1,111,887	1,152,777	1,179,923	40,890	4%	27,146	2%
Supplies	83,591	88,343	117,660	117,660	29,317	33%	-	0%
Services	92,247	97,793	115,550	117,250	17,757	18%	1,700	1%
Capital Outlay	76,790	5,236	313,500	333,500	308,264	5887%	20,000	6%
Total Sub-Program Expenditures	1,300,428	1,303,259	1,699,487	1,748,333	396,228	30%	48,846	3%
Surplus (Deficiency) of Revenue Over (Under) Expenditures	(1,008,427)	(1,025,706)	(1,458,987)	(1,491,133)	(433,281)		(32,146)	
Expenditures per resident	64.70	64.84	84.55	86.98	19.71	30%	2.43	3%
Full-time equivalents (FTE's)	16.97	17.72	18.98	18.91	1.26	7%	(0.07)	0%

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Sub-Program 537: Golf Course [1]

Description	2023 Actual	2024 Actual	2025 Revised	2026 Budget	2024/2025 Change	% Change	2025/2026 Change	% Change
Grant Revenue	5,359	-	-	-	-		-	
Fees	2,896,256	2,961,074	3,034,570	3,207,700	73,496	2%	173,130	6%
Miscellaneous Revenue	226,307	89,954	54,751	43,310	(35,203)	-39%	(11,441)	-21%
Total Sub-Program Revenue	3,127,922	3,051,028	3,089,321	3,251,010	38,293	1%	161,689	5%
Personnel	1,616,380	1,875,866	1,838,347	1,999,644	(37,519)	-2%	161,297	9%
Supplies	268,022	315,781	306,747	299,397	(9,034)	-3%	(7,350)	-2%
Services	549,975	538,210	635,024	639,653	96,814	18%	4,629	1%
Capital Outlay	841,233	367,788	1,210,360	567,616	842,572	229%	(642,744)	-53%
Total Sub-Program Expenditures	3,275,610	3,097,645	3,990,478	3,506,310	892,833	29%	(484,168)	-12%
Surplus (Deficiency) of Revenue Over (Under) Expenditures	(147,688)	(46,617)	(901,157)	(255,300)	(854,540)		645,857	
Expenditures per resident	162.97	154.11	198.53	174.44	44.42	29%	(24.09)	-12%
Full-time equivalents (FTE's)	23.36	21.96	23.71	23.78	1.75	8%	0.07	0%

Note:
[1] Revenue and expenditures are presented on the City's budgetary basis.

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Sub-Program 538: Athletic Field Maintenance

Description	2023 Actual	2024 Actual	2025 Revised	2026 Budget	2024/2025 Change	% Change	2025/2026 Change	% Change
Total Sub-Program Revenue	-	-	-	-	-		-	
Personnel	78,326	81,179	84,089	97,957	2,910	4%	13,868	16%
Supplies	13,403	9,760	20,100	21,350	10,340	106%	1,250	6%
Services	79,598	99,941	113,000	119,000	13,059	13%	6,000	5%
Capital Outlay	10,000	9,883	136,000	57,500	126,117	1276%	(78,500)	-58%
Total Sub-Program Expenditures	181,327	200,763	353,189	295,807	152,426	76%	(57,382)	-16%
Surplus (Deficiency) of Revenue Over (Under) Expenditures	(181,327)	(200,763)	(353,189)	(295,807)	(152,426)		57,382	
Expenditures per resident	9.02	9.99	17.57	14.72	7.58	76%	(2.85)	-16%
Full-time equivalents (FTE's)	0.86	0.97	0.82	0.90	(0.15)	-15%	0.07	9%

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Sub-Program 539: Recreation Center Building Maintenance

Description	2023 Actual	2024 Actual	2025 Revised	2026 Budget	2024/2025 Change	% Change	2025/2026 Change	% Change
Total Sub-Program Revenue	-	-	-	-	-		-	
Personnel	145,533	149,425	155,684	164,629	6,259	4%	8,945	6%
Supplies	39,350	40,142	44,180	44,180	4,038	10%	-	0%
Services	830,795	768,871	956,460	921,560	187,589	24%	(34,900)	-4%
Capital Outlay	1,251,166	170,504	450,400	308,736	279,896	164%	(141,664)	-31%
Total Sub-Program Expenditures	2,266,844	1,128,942	1,606,724	1,439,105	477,782	42%	(167,619)	-10%
Surplus (Deficiency) of Revenue Over (Under) Expenditures	(2,266,844)	(1,128,942)	(1,606,724)	(1,439,105)	(477,782)		167,619	
Expenditures per resident	112.78	56.17	79.94	71.60	23.77	42%	(8.34)	-10%
Full-time equivalents (FTE's)	2.11	1.38	1.38	1.38	-	0%	-	0%

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Cultural Services Key Indicators

Goals: Provide services, facilities and activities that inform, involve, engage and inspire the community and preserve the community heritage. Continue City sponsored events.

INDICATOR		UNIT	2023 ACTUAL	2024 ACTUAL/EST*	2025 PROJECTED	2026 PROJECTED
Workload						
Total Library Circulation (Number of Checkouts & Renewals)[1]		#	576,234	586,459	590,000	595,000
Library Visits per Capita[2]		#	5.9	6.8	6.5	6.5
Effectiveness						
Average Number of Attendees per Outdoor Event	Target = 6,000	#	2,000	1,500	5,000	5,000
Average Number of Attendees per Indoor Event[3]	Target = 70	#	60	50	60	60
Community Survey Question: Rating of Opportunities to Attend Cultural Activities[4]	Target = 80	% Excellent or Good	N/A	66	N/A	N/A
Average Number of Attendees per Library Program	Target = 35	#	33	35	35	35
Community Survey Question: Rating of Overall Performance of Louisville Public Library[4]	Target = 98	% Excellent or Good	N/A	97	N/A	N/A
Average Number of Attendees per Museum Program	Target = 70	#	83	83	85	85
Percentage Change in Number of Museum Visitors	Target = 10	%	30	15	10	10
Community Survey Question: Rating of Overall Performance of Louisville Historical Museum[4]	Target = 95	% Excellent or Good	N/A	97	N/A	N/A

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Program 55: Cultural Services

Description	2023 Actual	2024 Actual	2025 Revised	2026 Budget	2024/2025 Change	% Change	2025/2026 Change	% Change
License and Permits	4,868	7,350	7,500	7,500	150	2%	-	0%
Grant Revenue	368,004	490,747	431,500	501,500	(59,247)	-12%	70,000	16%
Fees	31,308	28,298	42,150	38,700	13,852	49%	(3,450)	-8%
Fines	3,908	3,804	4,000	4,000	196	5%	-	0%
Miscellaneous Revenue	(19)	42	70,700	-	70,658	168233%	(70,700)	-100%
Total Program Revenue	408,069	530,241	555,850	551,700	25,609	5%	(4,150)	-1%
Personnel	1,896,440	1,996,055	2,142,275	2,315,169	146,220	7%	172,894	8%
Supplies	188,729	166,455	165,020	156,920	(1,435)	-1%	(8,100)	-5%
Services	704,024	957,627	1,022,900	965,750	65,273	7%	(57,150)	-6%
Capital Outlay	59,725	61,427	608,932	196,525	547,505	891%	(412,407)	-68%
Total Program Expenditures	2,848,918	3,181,564	3,939,127	3,634,364	757,563	24%	(304,763)	-8%
Surplus (Deficiency) of Revenue Over (Under) Expenditures	(2,440,849)	(2,651,323)	(3,383,277)	(3,082,664)	(731,954)		300,613	
Expenditures per resident	141.74	158.29	195.98	180.81	37.69	24%	(15.16)	-8%
Full-time equivalents (FTE's)	21.27	26.21	26.91	27.21	0.70	3%	0.29	1%

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Sub-Program 551: Library Services

Description	2023 Actual	2024 Actual	2025 Revised	2026 Budget	2024/2025 Change	% Change	2025/2026 Change	% Change
Grant Revenue	362,004	448,162	391,500	461,500	(56,662)	-13%	70,000	18%
Fees	5,421	6,366	10,950	5,500	4,584	72%	(5,450)	-50%
Fines	3,908	3,804	4,000	4,000	196	5%	-	0%
Miscellaneous Revenue	(19)	42	-	-	(42)	-100%	-	
Total Sub-Program Revenue	371,314	458,374	406,450	471,000	(51,882)	-11%	64,550	16%
Personnel	1,638,619	1,715,611	1,839,891	1,994,592	124,280	7%	154,701	8%
Supplies	180,828	158,227	149,620	141,520	(8,607)	-5%	(8,100)	-5%
Services	380,726	415,560	535,240	471,970	119,680	29%	(63,270)	-12%
Capital Outlay	59,725	36,955	558,894	196,525	521,939	1412%	(362,369)	-65%
Total Sub-Program Expenditures	2,259,898	2,326,353	3,083,645	2,804,607	757,292	33%	(279,038)	-9%
Surplus (Deficiency) of Revenue Over (Under) Expenditures	(1,888,584)	(1,867,979)	(2,677,195)	(2,333,607)	(809,174)		343,588	
Expenditures per resident	112.43	115.74	153.42	139.53	37.68	33%	(13.88)	-9%
Full-time equivalents (FTE's)	17.89	22.04	22.74	22.99	0.70	3%	0.25	1%

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Sub-Program 552: Museum Services

Description	2023 Actual	2024 Actual	2025 Revised	2026 Budget	2024/2025 Change	% Change	2025/2026 Change	% Change
Grant Revenue	6,000	42,586	40,000	40,000	(2,586)	-6%	-	0%
Fees	14,392	7,722	14,500	14,500	6,778	88%	-	0%
Total Sub-Program Revenue	20,392	50,308	54,500	54,500	4,192	8%	-	0%
Personnel	188,926	202,735	203,644	216,708	909	0%	13,064	6%
Supplies	5,464	6,691	9,320	9,320	2,629	39%	-	0%
Services	43,526	75,251	95,200	98,970	19,949	27%	3,770	4%
Capital Outlay	-	6,050	38,460	-	32,410	536%	(38,460)	-100%
Total Sub-Program Expenditures	237,916	290,727	346,624	324,998	55,897	19%	(21,626)	-6%
Surplus (Deficiency) of Revenue Over (Under) Expenditures	(217,524)	(240,419)	(292,124)	(270,498)	(51,705)		21,626	
Expenditures per resident	11.84	14.46	17.24	16.17	2.78	19%	(1.08)	-6%
Full-time equivalents (FTE's)	2.76	2.89	2.89	2.93	-	0%	0.04	2%

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Sub-Program 553: Cultural Arts & Special Events

Description	2023 Actual	2024 Actual	2025 Revised	2026 Budget	2024/2025 Change	% Change	2025/2026 Change	% Change
License & Permits	4,868	7,350	7,500	7,500	150	2%	-	0%
Fees	11,495	14,210	16,700	18,700	2,490	18%	2,000	12%
Miscellaneous Revenue	-	-	70,700	-	70,700	-	(70,700)	-100%
Total Sub-Program Revenue	16,363	21,560	94,900	26,200	73,340	340%	(68,700)	-72%
Personnel	68,895	77,709	98,740	103,869	21,031	27%	5,129	5%
Supplies	2,437	1,538	6,080	6,080	4,542	295%	-	0%
Services	279,771	466,816	392,460	394,810	(74,356)	-16%	2,350	1%
Capital Outlay	-	18,422	11,579	-	(6,843)	-37%	(11,579)	
Total Sub-Program Expenditures	351,103	564,485	508,859	504,759	(55,626)	-10%	(4,100)	-1%
Surplus (Deficiency) of Revenue Over (Under) Expenditures	(334,740)	(542,925)	(413,959)	(478,559)	128,966		(64,600)	
Expenditures per resident	17.47	28.08	25.32	25.11	(2.77)	-10%	(0.20)	-1%
Full-time equivalents (FTE's)	0.62	1.28	1.28	1.29	-	0%	0.01	1%

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Community Design Key Indicators

Goals: Sustain an inclusive, family-friendly community with a small-town atmosphere, effective and efficient building services and effective preservation of the City's historic structures through a voluntary system.

INDICATOR		UNIT	2023 ACTUAL	2024 ACTUAL/EST*	2025 PROJECTED	2026 PROJECTED
Efficiency						
Average Time from Submittal to City Council Public Hearing		Days	230	200*	200	200
Percentage of Staff Comments Provided within 10 Business Days for Building Permits		%	87	90*	90	90
Effectiveness						
Community Survey Question: Rating of Planning & Building Department[1]	Target = 90	% Excellent or Good	N/A	63	N/A	N/A
Community Survey Question: Rating of Preservation of Historic Character of Old Town[1]	Target = 90	% Excellent or Good	N/A	76	N/A	N/A
Percentage of Historic Assessments that Result in Landmarking	Target = 50	%	10	15*	20	20

Notes:
[1]The community survey occurs every four years. The most recent was 2024.

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Program 16: Community Design

Description	2023 Actual	2024 Actual,	2025 Revised	2026 Budget	2024/2025 Change	% Change	2025/2026 Change	% Change
Tax Revenue	986,119	1,053,169	1,013,119	1,030,626	(40,050)	-4%	17,507	2%
License and Permits	3,544,367	2,993,260	1,328,588	1,917,100	(1,664,672)	-56%	588,512	44%
Fees	40,716	116,804	139,568	142,000	22,764	19%	2,432	2%
Miscellaneous Revenue	155,440	173,372	103,682	133,000	(69,690)	-40%	29,318	28%
Total Program Revenue	4,726,642	4,336,605	2,584,957	3,222,726	(1,751,648)	-40%	637,769	25%
Personnel	2,201,466	2,191,725	2,389,746	2,544,121	198,021	9%	154,375	6%
Supplies	25,413	18,492	46,050	1,746,050	27,558	149%	1,700,000	3692%
Services	1,317,053	1,049,173	1,575,330	1,554,860	526,157	50%	(20,470)	-1%
Capital Outlay	41,951	32,931	75,850	311,450	42,919	130%	235,600	311%
Total Program Expenditures	3,585,883	3,292,321	4,086,976	6,156,481	794,655	24%	2,069,505	51%
Surplus (Deficiency) of Revenue Over (Under) Expenditures	1,140,759	1,044,284	(1,502,019)	(2,933,755)	(2,546,303)		(1,431,736)	
Expenditures per resident	178.40	163.80	203.33	306.29	39.54	24%	102.96	51%
Full-time equivalents (FTE's)	18.36	18.31	16.72	17.12	(1.59)	-9%	0.40	2%

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Sub-Program 161: Community Design

Description	2023 Actual	2024 Actual,	2025 Revised	2026 Budget	2024/2025 Change	% Change	2025/2026 Change	% Change
Total Sub-Program Revenue	-	-	-	-	-		-	
Personnel	600,101	623,850	738,184	784,569	114,334	18%	46,385	6%
Supplies	9,237	5,621	10,500	1,710,500	4,879	87%	1,700,000	16190%
Services	268,576	212,260	638,440	122,220	426,180	201%	(516,220)	-81%
Capital Outlay	41,951	32,931	-	55,000	(32,931)	-100%	55,000	
Total Sub-Program Expenditures	919,865	874,662	1,387,124	2,672,289	512,462	59%	1,285,165	93%
Surplus (Deficiency) of Revenue Over (Under) Expenditures	(919,865)	(874,662)	(1,387,124)	(2,672,289)	(512,462)		(1,285,165)	
Expenditures per resident	45.76	43.52	69.01	132.95	25.50	59%	63.94	93%
Full-time equivalents (FTE's)	4.79	4.79	4.93	4.91	0.14	3%	(0.02)	0%

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Sub-Program 162/163: Development Review

Description	2023 Actual	2024 Actual,	2025 Revised	2026 Budget	2024/2025 Change	% Change	2025/2026 Change	% Change
Licenses and Permits	3,544,367	2,993,260	1,328,588	1,917,100	(1,664,672)	-56%	588,512	44%
Fees	40,716	116,804	139,568	142,000	22,764	19%	2,432	2%
Total Sub-Program Revenue	3,585,083	3,110,064	1,468,156	2,059,100	(1,641,908)	-53%	590,944	40%
Personnel	1,452,879	1,410,955	1,474,419	1,583,187	63,464	4%	108,768	7%
Supplies	15,553	11,533	33,400	33,400	21,867	190%	-	0%
Services	260,008	531,067	373,740	319,490	(157,327)	-30%	(54,250)	-15%
Capital Outlay	-	-	-	-	-		-	
Total Sub-Program Expenditures	1,728,440	1,953,555	1,881,559	1,936,077	(71,996)	-4%	54,518	3%
Surplus (Deficiency) of Revenue Over (Under) Expenditures	1,856,643	1,156,509	(413,403)	123,023	(1,569,912)		536,426	
Expenditures per resident	85.99	97.19	93.61	96.32	(3.58)	-4%	2.71	3%
Full-time equivalents (FTE's)	12.29	12.22	10.49	11.03	(1.73)	-14%	0.54	5%

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Sub-Program 165: Historic Preservation

Description	2023 Actual	2024 Actual,	2025 Revised	2026 Budget	2024/2025 Change	% Change	2025/2026 Change	% Change
Tax Revenue	986,119	1,053,169	1,013,119	1,030,626	(40,050)	-4%	17,507	2%
Miscellaneous Revenue	155,440	173,372	103,682	133,000	(69,690)	-40%	29,318	28%
Total Sub-Program Revenue	1,141,559	1,226,541	1,116,801	1,163,626	(109,740)	-9%	46,825	4%
Personnel	148,486	156,920	177,143	176,365	20,223	13%	(778)	0%
Supplies	624	1,337	2,150	2,150	813	61%	-	0%
Services	788,469	305,846	563,150	1,113,150	257,304	84%	550,000	98%
Capital Outlay	-	-	75,850	256,450	75,850	-	180,600	
Total Sub-Program Expenditures	937,579	464,103	818,293	1,548,115	354,190	76%	729,822	89%
Surplus (Deficiency) of Revenue Over (Under) Expenditures	203,980	762,438	298,508	(384,489)	(463,930)		(682,997)	
Expenditures per resident	46.65	23.09	40.71	77.02	17.62	76%	36.31	89%
Full-time equivalents (FTE's)	1.28	1.30	1.31	1.19	0.01	1%	(0.12)	-9%

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Economic Prosperity Key Indicators

Goals: *Promote a thriving business climate that provides job opportunities, facilitates investment, and produces reliable revenue to support City services.*

INDICATOR		UNIT	2023 ACTUAL	2024 ACTUAL/EST*	2025 PROJECTED	2026 PROJECTED
Effectiveness						
Community Survey Question: Rating of Overall Economic Health of Louisville[1]	Target = 90	% Excellent or Good	N/A	65	N/A	N/A
Business Satisfaction Survey Rating[2]	Target = 60	% Business Friendly Community	N/A	N/A*	60	60

Notes:
[1]The community survey occurs every four years. The most recent was 2024.
[2]The business survey is being retooled and anticipated to be re-deployed in 2025.

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Program 65: Economic Prosperity [1]

Description	2023 Actual	2024 Actual	2025 Revised	2026 Budget	2024/2025 Change	% Change	2025/2026 Change	% Change
Fees	50,000	50,000	60,000	60,000	10,000		-	
Total Program Revenue	50,000	50,000	60,000	60,000	10,000	20%	-	0%
Personnel	187,536	244,266	257,297	272,211	13,031	5%	14,914	6%
Supplies	1,543	1,594	1,500	2,500	(94)	-6%	1,000	67%
Services	132,554	150,250	285,630	157,100	135,380	90%	(128,530)	-45%
Capital Outlay	-	-	-	-	-		-	
Total Program Expenditures	321,633	396,110	544,427	431,811	148,317	37%	(112,616)	-21%
Surplus (Deficiency) of Revenue Over (Under) Expenditures	(271,633)	(346,110)	(484,427)	(371,811)	(138,317)		112,616	
Expenditures per resident	16.00	19.71	27.09	21.48	7.38	37%	(5.60)	-21%
Full-time equivalents (FTE's)	2.00	2.00	2.00	2.00	-	0%	-	0%

Note:
[1] Excludes all revenue and expenditures from the Urban Revitalization District Fund.

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Sub-Program 651: Business Retention & Development [1]

Description	2023 Actual	2024 Actual	2025 Revised	2026 Budget	2024/2025 Change	% Change	2025/2026 Change	% Change
Fees	50,000	50,000	60,000	60,000	10,000	20%	-	
Total Sub-Program Revenue	50,000	50,000	60,000	60,000	10,000		-	
Personnel	187,536	244,266	257,297	272,211	13,031	5%	14,914	6%
Supplies	1,543	1,594	1,500	2,500	(94)	-6%	1,000	67%
Services	132,554	150,250	285,630	157,100	135,380	90%	(128,530)	-45%
Capital Outlay	-	-	-	-	-		-	
Total Sub-Program Expenditures	321,633	396,110	544,427	431,811	148,317	37%	(112,616)	-21%
Surplus (Deficiency) of Revenue Over (Under) Expenditures	(271,633)	(346,110)	(484,427)	(371,811)	(138,317)		112,616	
Expenditures per resident	16.00	19.71	27.09	21.48	7.38	37%	(5.60)	-21%
Full-time equivalents (FTE's)	2.00	2.00	2.00	2.00	-	0%	-	0%

Note:
[1] Excludes all revenue and expenditures from the Urban Revitalization District Fund.

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Administration & Support Services Key Indicators

Goals: Ensure inclusive, responsive, transparent, friendly, fiscally responsible, effective and efficient governance, administration, and support.

INDICATOR		UNIT	2023 ACTUAL	2024 ACTUAL/EST*	2025 PROJECTED	2026 PROJECTED
Workload						
Percentage Change in Number of Licenses and Permits Processed by City Clerk's Office		%	-12	-20*	-10	-10
Percentage Change in Number of IT Tickets Addressed		%	16.2	6.2*	6	6
Number of IT Devices Supported		#	N/A	3,000*	3,100	3,150
Efficiency						
Percentage of Public Record Requests Responded to within 24 Hours of Filing Request		%	40	40*	40	40
Overall Energy Used for City Facilities		kBTU	55,467,692	57,000,000*	59,000,000	61,000,000
Percentage Change in Water Usage for all City Facilities		%	-37	-5*	-5	-5
Percentage Change in Fuel Consumption by City Fleet Vehicles		%	-13	-5*	-5	-5
Percentage Change in Greenhouse Gas (GHG) Emissions for All City Facilities		%	-7	-5*	-5	-5
City-Wide Revenue Forecast Accuracy Percentage		%	100	98	100	100
City-Wide Expenditure Forecast Accuracy Percentage (excl. capital expenditures)		%	89	93	90	90
Effectiveness						
Employee Satisfaction Survey Question: Rating of City Leadership[1]	Target = 5	Rating 1 to 5	3.42	N/A*	3.5	N/A
Community Survey Question: Rating of Overall Performance of City Government[2]	Target = 100	% Excellent or Good	N/A	67%	N/A	N/A
Annual Training Hours per Full-Time Employee	Target = 20	#	n/a	10*	20	20
Worker's Compensation Rating	Target = >1	#	1	0.81*	>1	>1
Employee Satisfaction Survey Question: Rating of Overall Workplace Climate[1]	Target = 3.5	Rating 1 to 5	3.89	N/A*	3.9	N/A
Internal Survey Question: Overall Performance Rating of IT Services/Support[3]	Target = 10	Rating 1 to 10	N/A	9.5*	9.6	9.6
Internal Survey Question: Customer Service Satisfaction with Legal Services	Target = 5	Rating 1 to 5	4	4*	4	4

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INDICATOR		UNIT	2023 ACTUAL	2024 ACTUAL/EST*	2025 PROJECTED	2026 PROJECTED
Number of Monthly Website Visitors	Target = 50,000	#	31,141	52,531*	62,000	70,000
Number of Social Media Followers	Target = 30,000	#	N/A	43,424*	50,000	55,000
Community Survey Question: Rating of City Response to Citizen Complaints or Concerns[2]	Target = 100	% Excellent or Good	N/A	56	N/A	N/A
Digital Content Accessibility Rating[4]	Target = TBD	TBD	TBD	TBD*	TBD	TBD
Percentage of Councilmembers and Executive Leadership Team Completed City Implicit Bias Course[5]	Target = 100	%	N/A	N/A	100%	100%
Percentage of Employees Who Have Completed City Implicit Bias Course[5]	Target = 100	%	N/A	N/A	70	80

Notes:

[1]The employee survey occurs every other year.

[2]The community survey occurs every four years. The most recent was 2024.

[3]Previously measured using different rating scales.

[4]New metric related to Digital Content Accessibility rating. Staff will start compiling data in 2023 and 2024, due to new legislation, for reporting in 2025.

[5]New metric related to Equity, Diversity & Inclusion. Staff will start compiling data in 2023 for reporting starting in 2024.

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Program 10: Administration & Support Services

Description	2023 Actual	2024 Actual	2025 Revised	2026 Budget	2024/2025 Change	% Change	2025/2026 Change	% Change
Bag Tax	206,890	114,713	100,000	100,000	(14,713)	-13%	-	0%
License and Permits	118,170	60,775	45,772	46,930	(15,003)	-25%	1,158	3%
Grant Revenue	41,285	39,649	25,000	25,000	(14,649)	-37%	-	0%
Fees	594,465	408,926	157,140	155,860	(251,786)	-62%	(1,280)	-1%
Miscellaneous Revenue	59,363	43,600	33,175	1,000	(10,425)	-24%	(32,175)	-97%
Other Revenue	20,880	39,801	-	-	(39,801)	-100%	-	
Total Program Revenue	1,041,053	707,464	361,087	328,790	(346,377)	-49%	(32,297)	-9%
Personnel	4,129,993	4,596,380	4,976,487	4,590,971	380,107	8%	(385,516)	-8%
Supplies	387,050	312,500	651,362	677,517	338,862	108%	26,155	4%
Services	2,689,788	2,778,281	3,287,506	3,718,031	509,225	18%	430,525	13%
Capital Outlay	519,484	1,220,607	13,029,737	1,299,050	11,809,130	967%	(11,730,687)	-90%
Total Program Expenditures	7,726,315	8,907,768	21,945,092	10,285,569	13,037,324	146%	(11,659,523)	-53%
Surplus (Deficiency) of Revenue Over (Under) Expenditures	(6,685,262)	(8,200,304)	(21,584,005)	(9,956,779)	(13,383,701)		11,627,226	
Expenditures per resident	384.39	443.17	1,091.80	511.72	648.62	146%	(580.08)	-53%
Full-time equivalents (FTE's)	35.62	40.25	38.75	32.16	(1.50)	-4%	(6.59)	-17%

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Sub-Program 101: Governance & Administration

Description	2023 Actual	2024 Actual	2025 Revised	2026 Budget	2024/2025 Change	% Change	2025/2026 Change	% Change
Total Sub-Program Revenue	-	-	-	-	-		-	
Personnel	1,102,461	1,218,962	1,300,030	1,181,900	81,068	7%	(118,130)	-9%
Supplies	21,485	6,096	44,800	22,905	38,704	635%	(21,895)	-49%
Services	1,036,002	1,125,967	1,495,224	1,813,568	369,257	33%	318,344	21%
Capital Outlay	-	-	20,000	20,000	20,000	-	-	0%
Total Sub-Program Expenditures	2,159,948	2,351,025	2,860,054	3,038,373	509,029	22%	178,319	6%
Surplus (Deficiency) of Revenue Over (Under) Expenditures	(2,159,948)	(2,351,025)	(2,860,054)	(3,038,373)	(509,029)		(178,319)	
Expenditures per resident	107.46	116.97	142.29	151.16	25.32	22%	8.87	6%
Full-time equivalents (FTE's)	7.07	9.46	9.23	6.28	(0.23)	-2%	(2.95)	-32%

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Sub-Program 102: Public Information & Involvement

Description	2023 Actual	2024 Actual	2025 Revised	2026 Budget	2024/2025 Change	% Change	2025/2026 Change	% Change
Total Sub-Program Revenue	-	-	-	-	-		-	
Personnel	443,368	424,782	477,940	493,856	53,158	13%	15,916	3%
Supplies	4,641	3,916	20,350	17,425	16,434	420%	(2,925)	-14%
Services	142,540	180,904	284,552	175,163	103,648	57%	(109,389)	-38%
Capital Outlay	-	-	-	-	-		-	
Total Sub-Program Expenditures	590,549	609,602	782,842	686,444	173,240	28%	(96,398)	-12%
Surplus (Deficiency) of Revenue Over (Under) Expenditures	(590,549)	(609,602)	(782,842)	(686,444)	(173,240)		96,398	
Expenditures per resident	29.38	30.33	38.95	34.15	8.62	28%	(4.80)	-12%
Full-time equivalents (FTE's)	4.24	4.14	4.13	4.04	(0.01)	0%	(0.09)	-2%

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Sub-Program 103: Sustainability

Description	2023 Actual	2024 Actual	2025 Revised	2026 Budget	2024/2025 Change	% Change	2025/2026 Change	% Change
Bag Tax	206,890	114,713	100,000	100,000	(14,713)	-13%	-	0%
Grant Revenue	41,285	36,649	25,000	25,000	(11,649)	-32%	-	0%
Total Sub-Program Revenue	248,175	151,362	125,000	125,000	(26,362)	-17%	-	0%
Personnel	185,275	225,220	278,414	263,436	53,194	24%	(14,978)	-5%
Supplies	1,375	7,488	13,400	13,400	5,912	79%	-	0%
Services	316,126	143,522	137,350	237,350	(6,172)	-4%	100,000	73%
Capital Outlay	90,168	418,040	1,001,963	-	583,923	140%	(1,001,963)	-100%
Total Sub-Program Expenditures	592,944	794,270	1,431,127	514,186	636,857	80%	(916,941)	-64%
Surplus (Deficiency) of Revenue Over (Under) Expenditures	(344,769)	(642,908)	(1,306,127)	(389,186)	(663,219)		916,941	
Expenditures per resident	29.50	39.52	71.20	25.58	31.68	80%	(45.62)	-64%
Full-time equivalents (FTE's)	1.16	2.16	2.16	2.16	-	0%	-	0%

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Sub-Program 111: City Clerk & Public Records

Description	2023 Actual	2024 Actual	2025 Revised	2026 Budget	2024/2025 Change	% Change	2025/2026 Change	% Change
License and Permits	32,895	32,750	35,772	36,930	3,022	9%	1,158	3%
Total Sub-Program Revenue	32,895	32,750	35,772	36,930	3,022	9%	1,158	3%
Personnel	297,208	268,107	328,742	288,574	60,635	23%	(40,168)	-12%
Supplies	10,263	17,806	5,600	5,600	(12,206)	-69%	-	0%
Services	120,697	73,236	120,540	200,750	47,304	65%	80,210	67%
Capital Outlay	-	-	-	-	-		-	
Total Sub-Program Expenditures	428,168	359,149	454,882	494,924	95,733	27%	40,042	9%
Surplus (Deficiency) of Revenue Over (Under) Expenditures	(395,273)	(326,399)	(419,110)	(457,994)	(92,711)		(38,884)	
Expenditures per resident	21.30	17.87	22.63	24.62	4.76	27%	1.99	9%
Full-time equivalents (FTE's)	3.25	3.25	3.25	3.30	-	0%	0.05	2%

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Sub-Program 121: Legal Support

Description	2023 Actual	2024 Actual	2025 Revised	2026 Budget	2024/2025 Change	% Change	2025/2026 Change	% Change
Total Sub-Program Revenue	-	-	-	-	-		-	
Personnel	-	-	-	-	-		-	
Supplies	-	-	-	-	-		-	
Services	235,336	457,142	330,000	415,750	(127,142)	-28%	85,750	26%
Capital Outlay	-	-	-	-	-		-	
Total Sub-Program Expenditures	235,336	457,142	330,000	415,750	(127,142)	-28%	85,750	26%
Surplus (Deficiency) of Revenue Over (Under) Expenditures	(235,336)	(457,142)	(330,000)	(415,750)	127,142		(85,750)	
Expenditures per resident	11.71	22.74	16.42	20.68	(6.33)	-28%	4.27	26%
Full-time equivalents (FTE's)	-	-	-	-	-		-	

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Sub-Program 131: Human Resources & Organizational Development

Description	2023 Actual	2024 Actual	2025 Revised	2026 Budget	2024/2025 Change	% Change	2025/2026 Change	% Change
Total Sub-Program Revenue	-	-	-	-	-		-	
Personnel	677,662	698,055	772,329	509,469	74,274	11%	(262,860)	-34%
Supplies	33,518	41,050	67,100	77,575	26,050	63%	10,475	16%
Services	250,926	181,896	212,450	229,050	30,554	17%	16,600	8%
Capital Outlay	-	-	-	-	-		-	
Total Sub-Program Expenditures	962,106	921,001	1,051,879	816,094	130,878	14%	(235,785)	-22%
Surplus (Deficiency) of Revenue Over (Under) Expenditures	(962,106)	(921,001)	(1,051,879)	(816,094)	(130,878)		235,785	
Expenditures per resident	47.87	45.82	52.33	40.60	6.51	14%	(11.73)	-22%
Full-time equivalents (FTE's)	6.12	6.12	6.11	3.52	(0.01)	0%	(2.59)	-42%

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Sub-Program 151: Finance, Accounting, & Tax Administration

Description	2023 Actual	2024 Actual	2025 Revised	2026 Budget	2024/2025 Change	% Change	2025/2026 Change	% Change
License and Permits	85,275	28,025	10,000	10,000	(18,025)	-64%	-	0%
Total Sub-Program Revenue	85,275	28,025	10,000	10,000	(18,025)	-64%	-	0%
Personnel	619,644	800,629	789,424	767,562	(11,205)	-1%	(21,862)	-3%
Supplies	7,729	12,169	5,000	6,500	(7,169)	-59%	1,500	30%
Services	219,766	159,519	133,950	126,030	(25,569)	-16%	(7,920)	-6%
Capital Outlay	-	-	-	500,000	-		500,000	
Total Sub-Program Expenditures	847,139	972,317	928,374	1,400,092	(43,943)	-5%	471,718	51%
Surplus (Deficiency) of Revenue Over (Under) Expenditures	(761,864)	(944,292)	(918,374)	(1,390,092)	25,918		(471,718)	
Expenditures per resident	42.15	48.37	46.19	69.66	(2.19)	-5%	23.47	51%
Full-time equivalents (FTE's)	6.21	7.25	6.77	5.76	(0.48)	-7%	(1.01)	-15%

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Sub-Program 171: Information Technology

Description	2023 Actual	2024 Actual	2025 Revised	2026 Budget	2024/2025 Change	% Change	2025/2026 Change	% Change
Total Sub-Program Revenue	-	-	-	-	-		-	
Personnel	618,381	764,057	829,305	874,338	65,248	9%	45,033	5%
Supplies	272,065	183,817	447,427	486,427	263,610	143%	39,000	9%
Services	65,874	137,700	178,830	162,450	41,130	30%	(16,380)	-9%
Capital Outlay	310,822	435,851	843,541	744,050	407,690	94%	(99,491)	-12%
Total Sub-Program Expenditures	1,267,142	1,521,425	2,299,103	2,267,265	777,678	51%	(31,838)	-1%
Surplus (Deficiency) of Revenue Over (Under) Expenditures	(1,267,142)	(1,521,425)	(2,299,103)	(2,267,265)	(777,678)		31,838	
Expenditures per resident	63.04	75.69	114.38	112.80	38.69	51%	(1.58)	-1%
Full-time equivalents (FTE's)	6.16	6.16	5.39	5.39	(0.77)	-13%	-	0%

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Sub-Program 181: Fleet Maintenance

Description	2023 Actual	2024 Actual	2025 Revised	2026 Budget	2024/2025 Change	% Change	2025/2026 Change	% Change
Total Sub-Program Revenue	-	-	-	-	-		-	
Personnel	1,866	1,922	2,117	2,197	195	10%	80	4%
Supplies	4,515	10,052	6,165	6,165	(3,887)	-39%	-	0%
Services	14,457	46,878	7,930	7,430	(38,948)	-83%	(500)	-6%
Capital Outlay	115	-	-	-	-		-	
Total Sub-Program Expenditures	20,953	58,852	16,212	15,792	(42,640)	-72%	(420)	-3%
Surplus (Deficiency) of Revenue Over (Under) Expenditures	(20,953)	(58,852)	(16,212)	(15,792)	42,640		420	
Expenditures per resident	1.04	2.93	0.81	0.79	(2.12)	-72%	(0.02)	-3%
Full-time equivalents (FTE's)	0.02	0.02	0.02	0.02	-	0%	-	0%

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Sub-Program 191: Facility Maintenance

Description	2023 Actual	2024 Actual	2025 Revised	2026 Budget	2024/2025 Change	% Change	2025/2026 Change	% Change
Total Sub-Program Revenue	-	-	-	-	-		-	
Personnel	184,128	194,646	198,186	209,639	3,540	2%	11,453	6%
Supplies	31,459	30,106	41,520	41,520	11,414	38%	-	0%
Services	288,064	271,518	386,680	350,490	115,162	42%	(36,190)	-9%
Capital Outlay	118,379	366,715	11,164,233	35,000	10,797,518	2944%	(11,129,233)	-100%
Total Sub-Program Expenditures	622,030	862,985	11,790,619	636,649	10,927,634	1266%	(11,153,970)	-95%
Surplus (Deficiency) of Revenue Over (Under) Expenditures	(622,030)	(862,985)	(11,790,619)	(636,649)	(10,927,634)		11,153,970	
Expenditures per resident	30.95	42.93	586.60	31.67	543.66	1266%	(554.92)	-95%
Full-time equivalents (FTE's)	1.39	1.69	1.69	1.69	-	0%	-	0%

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General Fund Budget Summary

Description	2022 Actual	2023 Actual	2024 Actual	2025 Revised	2026 Budget
Tax Revenue	19,924,264	20,747,649	22,496,976	22,818,802	22,868,854
License and Permits	3,266,311	3,671,627	3,065,365	1,385,580	1,975,250
Grant Revenue	1,653,758	2,218,521	1,808,773	1,815,066	2,645,460
Fees	183,357	207,557	282,828	261,698	259,350
Fines	57,456	90,557	142,924	104,000	104,000
Miscellaneous Revenue	785,735	894,201	959,036	569,895	714,360
Other Revenue	383,668	540,328	677	-	-
Total Revenue	26,254,549	28,370,440	28,756,579	26,955,041	28,567,274
Personnel	13,756,755	14,557,310	15,864,589	17,323,126	17,748,990
Supplies	1,064,018	1,205,754	1,163,651	1,598,237	3,333,897
Services	7,346,926	7,125,238	7,106,482	8,178,040	7,725,133
Debt Service	21,635	149,938	274,253	8,600	8,600
Capital Outlay	383,668	539,192	-	63,900	-
Total Expenditures	22,573,002	23,577,432	24,408,975	27,171,903	28,816,620
Transfer In	5,416,658	190,190	319,923	208,900	215,200
Transfer Out	(6,016,186)	(5,379,080)	(2,408,770)	(2,481,000)	(2,555,500)
Net Transfers	(599,528)	(5,188,890)	(2,088,847)	(2,272,100)	(2,340,300)
Net Change in Fund Balance	3,082,019	(395,882)	2,258,757	(2,488,962)	(2,589,646)

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Conservation Trust-Lottery Fund Budget Summary

Description	2022 Actual	2023 Actual	2024 Actual	2025 Revised	2026 Budget
Grant Revenue	270,769	293,243	238,274	256,120	263,800
Miscellaneous Revenue	(2,655)	36,122	38,915	27,224	25,000
Total Revenue	268,114	329,365	277,189	283,344	288,800
Services	190	314	374	100	100
Capital Outlay	-	-	453,965	561,035	205,500
Total Expenditures	190	314	454,339	561,135	205,600
Transfer Out	-	-	-	-	(100,000)
Net Transfers	-	-	-	-	(100,000)
Net Change in Fund Balance	267,924	329,051	(177,150)	(277,791)	(16,800)

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Cemetery Perpetual Care Fund Budget Summary

Description	2022 Actual	2023 Actual	2024 Actual	2025 Revised	2026 Budget
License and Permits	67,394	49,986	53,643	36,500	50,000
Miscellaneous Revenue	(1,950)	35,412	38,465	24,831	30,000
Total Revenue	65,444	85,398	92,108	61,331	80,000
Services	347	300	300	300	300
Total Expenditures	347	300	300	300	300
Transfer Out	(8,640)	(12,480)	(16,780)	(17,300)	(38,465)
Net Transfers	(8,640)	(12,480)	(16,780)	(17,300)	(38,465)
Net Change in Fund Balance	56,457	72,618	75,028	43,731	41,235

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Cemetery Fund Budget Summary

Description	2022 Actual	2023 Actual	2024 Actual	2025 Revised	2026 Budget
License and Permits	67,394	49,986	53,643	36,500	50,000
Fees	39,200	37,873	85,394	40,320	41,500
Miscellaneous Revenue	(630)	7,883	11,907	8,123	9,000
Total Revenue	105,964	95,742	150,944	84,943	100,500
Personnel	97,777	75,832	92,837	114,022	76,319
Supplies	2,138	5,370	5,522	10,400	11,150
Services	104,817	102,429	119,978	139,950	143,910
Capital Outlay	4,210	10,000	10,000	16,000	18,500
Total Expenditures	208,942	193,631	228,337	280,372	249,879
Transfer In	174,677	182,330	139,000	143,200	168,165
Net Transfers	174,677	182,330	139,000	143,200	168,165
Net Change in Fund Balance	71,699	84,441	61,607	(52,229)	18,786

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PEG Fee Fund Budget Summary

Description	2022 Actual	2023 Actual	2024 Actual	2025 Revised	2026 Budget
Fees	19,320	15,265	13,696	14,590	13,310
Miscellaneous Revenue	(183)	2,059	1,868	1,635	1,000
Total Revenue	19,137	17,324	15,564	16,225	14,310
Services	10	18	22	50	50
Total Expenditures	10	18	22	20,050	20,050
Transfer Out	-	-	(50,000)	-	-
Net Transfers	-	-	(50,000)	-	-
Net Change in Fund Balance	19,127	17,306	(34,458)	(3,825)	(5,740)

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Parking Improvement Fund Budget Summary

Description	2022 Actual	2023 Actual	2024 Actual	2025 Revised	2026 Budget
Miscellaneous Revenue	(223)	4,411	4,645	3,034	4,000
Total Revenue	(223)	4,411	4,645	3,034	4,000
Services	47	44	45	50	150
Total Expenditures	47	44	45	50	150
Net Change in Fund Balance	(270)	4,367	4,600	2,984	3,850

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Historic Preservation Fund Budget Summary

Description	2022 Actual	2023 Actual	2024 Actual	2025 Revised	2026 Budget
Tax Revenue	922,808	986,119	1,053,169	1,013,119	1,030,626
Miscellaneous Revenue	(4,993)	155,440	173,372	103,682	133,000
Total Revenue	917,815	1,141,559	1,226,541	1,116,801	1,163,626
Personnel	139,556	148,486	156,920	177,143	176,365
Supplies	1,296	624	1,337	2,150	2,150
Services	85,597	788,469	305,845	563,150	1,113,150
Capital Outlay	145,531	-	-	75,850	256,450
Total Expenditures	371,980	937,579	464,102	818,293	1,548,115
Transfer Out	(184,562)	(190,190)	(202,790)	(208,900)	(215,200)
Net Transfers	(184,562)	(190,190)	(202,790)	(208,900)	(215,200)
Net Change in Fund Balance	361,273	13,790	559,649	89,608	(599,689)

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Recreation Fund Budget Summary

Description	2022 Actual	2023 Actual	2024 Actual	2025 Revised	2026 Budget
Tax Revenue	1,108,412	1,183,377	1,268,354	1,217,291	1,236,743
Grant Revenue	471,860	212,733	108,111	85,000	85,000
Fees	2,635,000	3,305,175	3,621,800	3,562,643	3,586,350
Miscellaneous Revenue	73,086	1,450,760	320,422	202,346	240,000
Total Revenue	4,288,358	6,152,045	5,318,687	5,067,280	5,148,093
Personnel	2,619,187	2,990,075	3,199,517	3,537,824	3,940,774
Supplies	182,890	252,718	245,925	301,905	314,640
Services	1,610,320	1,739,300	1,713,118	2,259,888	2,305,683
Capital Outlay	56,163	1,337,956	185,623	899,900	774,736
Total Expenditures	4,468,560	6,320,049	5,344,183	6,999,517	7,335,833
Transfer In	1,258,280	1,374,110	1,422,200	1,464,900	1,508,800
Transfer Out	-	-	-	(945,000)	-
Net Transfers	1,258,280	1,374,110	1,422,200	519,900	1,508,800
Net Change in Fund Balance	1,078,078	1,206,106	1,396,704	(1,412,337)	(678,940)

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Open Space Fund Budget Summary*

Description	2022 Actual	2023 Actual	2024 Actual	2025 Revised	2026 Budget
Tax Revenue	1,385,945	1,479,182	2,628,199	2,534,518	2,576,950
Grant Revenue	-	1,486,597	59,926	3,290	3,290
Miscellaneous Revenue	78,364	-	101,060	61,940	89,106
Total Revenue	1,464,309	2,965,779	2,789,185	2,599,748	2,669,346
Personnel	906,561	997,593	1,226,256	1,444,951	1,478,964
Supplies	73,031	23,835	54,434	31,111	30,151
Services	182,136	403,934	390,448	479,894	457,082
Capital Outlay	1,358,376	1,207,303	148,239	691,319	715,000
Total Expenditures	2,520,104	2,632,665	1,819,377	2,647,275	2,681,197
Transfer In	88,048	30,341	1,112,316	72,600	-
Net Transfers	88,048	30,341	1,112,316	72,600	-
Net Change in Fund Balance	(967,747)	363,455	2,082,124	25,073	(11,851)

** Open Space and Parks were reported as a consolidated fund in 2022 and 2023. Per a voter approved tax change effective January 1, 2024, they are reported as separate funds in 2024 and future years. Revenue shown for 2022 and 2023 is split among the two new funds, except for grants. Central Fund-Wide Charges and Snow and Ice Removal expenditures are also split among the two funds for the years 2022 and 2023.*

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Parks Fund Budget Summary*

Description	2022 Actual	2023 Actual	2024 Actual	2025 Revised	2026 Budget
Tax Revenue	1,385,944	1,479,181	1,590,492	1,520,719	1,545,974
Grant Revenue	-	293,243	-	3,290	3,290
Miscellaneous Revenue	78,364	244,198	109,475	74,396	73,105
Total Revenue	1,464,308	2,016,622	1,699,967	1,598,405	1,622,369
Personnel	1,170,269	1,297,808	1,491,131	1,737,476	1,891,346
Supplies	163,365	118,263	110,313	160,305	160,805
Services	1,066,059	888,224	888,745	885,203	894,241
Capital Outlay	1,235,152	156,061	120,670	778,617	-
Total Expenditures	3,634,845	2,460,356	2,610,859	3,561,601	2,946,392
Transfer In	988,618	1,013,821	2,518,039	1,048,400	1,179,900
Net Transfers	988,618	1,013,821	2,518,039	1,048,400	1,179,900
Net Change in Fund Balance	(1,181,919)	570,087	1,607,147	(914,796)	(144,123)

** Open Space and Parks were reported as a consolidated fund in 2022 and 2023. Per a voter approved tax change effective January 1, 2024, they are reported as separate funds in 2024 and future years. Revenue shown for 2022 and 2023 is split among the two new funds, except for grants. Central Fund-Wide Charges and Snow and Ice Removal expenditures are also split among the two funds for the years 2022 and 2023.*

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Capital Projects Fund Budget Summary

Description	2022 Actual	2023 Actual	2024 Actual	2025 Revised	2026 Budget
Tax Revenue	8,173,827	8,341,607	9,898,319	8,684,890	9,125,857
Grant Revenue	502,329	182,002	1,577,418	19,959,558	6,200,000
Fees	32,000	32,000	-	25,000	25,000
Miscellaneous Revenue	79,936	1,114,507	2,002,070	621,023	717,210
Total Revenue	8,788,092	9,670,116	13,483,908	29,290,471	16,068,067
Personnel	370,088	321,600	384,910	466,377	454,938
Services	7,662	7,542	9,714	12,610	127,700
Capital Outlay	8,228,249	8,115,607	7,817,987	37,113,775	21,710,719
Total Expenditures	8,605,999	8,444,749	8,212,611	37,592,762	22,293,357
Transfer In	3,316,881	3,031,569	50,000	1,336,316	-
Transfer Out	(135,860)	(148,360)	(153,550)	(158,200)	(162,900)
Net Transfers	3,181,021	2,883,209	(103,550)	1,178,116	(162,900)
Net Change in Fund Balance	3,363,114	4,108,576	5,167,747	(7,124,175)	(6,388,190)

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Impact Fee Fund Budget Summary

Description	2022 Actual	2023 Actual	2024 Actual	2025 Revised	2026 Budget
Fees	495,043	93,442	313,547	342,900	1,396,380
Miscellaneous Revenue	(2,566)	13,455	17,595	9,529	19,000
Total Revenue	492,477	106,897	331,142	352,429	1,415,380
Services	290	159	168	300	300
Total Expenditures	290	159	168	300	300
Transfer Out	(492,977)	(92,250)	-	(463,916)	-
Net Transfers	(492,977)	(92,250)	-	(463,916)	-
Net Change in Fund Balance	(790)	14,488	330,974	(111,787)	1,415,080

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Recreation Center Debt Service Fund Budget Summary

Description	2022 Actual	2023 Actual	2024 Actual	2025 Revised	2026 Budget
Tax Revenue	2,077,373	1,954,006	1,312,765	1,368,000	1,386,000
Miscellaneous Revenue	26,209	69,890	63,733	45,484	29,000
Total Revenue	2,103,582	2,023,896	1,376,498	1,413,484	1,415,000
Services	985	1,088	1,013	800	800
Debt Service	1,742,200	1,741,600	1,739,800	1,741,800	1,742,400
Total Expenditures	1,743,185	1,742,688	1,740,813	1,742,600	1,743,200
Transfer In	-	180,000	3,853	-	-
Net Transfers	-	180,000	3,853	-	-
Net Change in Fund Balance	360,397	461,208	(360,462)	(329,116)	(328,200)

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Water Utility Fund Budget Summary

Description	2022 Actual	2023 Actual	2024 Actual	2025 Revised	2026 Budget
Grant Revenue	285	1,212,318	137,539	-	-
Fees	8,036,368	6,753,882	10,097,273	8,328,630	12,625,830
Miscellaneous Revenue	1,601,529	488,281	1,121,366	721,875	881,210
Other Revenue	5,868,314	14,152	128,099	-	-
Total Revenue	15,506,496	8,468,633	11,484,277	9,050,505	13,507,040
Personnel	1,996,401	1,975,906	2,246,808	2,646,975	2,552,179
Supplies	1,393,491	502,108	554,979	625,131	665,131
Services	3,732,432	2,362,561	2,162,212	2,455,550	2,500,092
Debt Service	981,955	981,660	982,797	101,500	101,500
Capital Outlay	2,725,016	5,290,752	2,397,751	16,708,321	4,983,950
Total Expenditures	10,829,295	11,112,987	8,344,547	22,537,477	10,802,852
Transfer Out	-	-	-	(600,000)	-
Net Transfers	-	-	-	(600,000)	-
Net Change in Fund Balance	4,677,201	(2,644,354)	3,139,730	(14,086,972)	2,704,188

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Waste Water Utility Fund Budget Summary

Description	2022 Actual	2023 Actual	2024 Actual	2025 Revised	2026 Budget
Fees	3,934,259	4,319,933	4,954,559	5,488,000	6,959,400
Miscellaneous Revenue	99,112	428,638	411,312	226,795	184,210
Total Revenue	4,033,371	4,748,571	5,365,871	5,714,795	7,143,610
Personnel	1,231,813	1,367,568	1,548,544	1,905,433	1,986,499
Supplies	169,244	169,380	203,102	247,055	246,955
Services	1,197,256	1,143,195	1,171,011	1,262,310	1,482,774
Debt Service	1,272,151	1,270,583	1,276,702	2,014,300	2,011,700
Capital Outlay	328,451	1,739,632	1,639,268	5,290,526	812,000
Total Expenditures	4,198,915	5,690,358	5,838,627	10,719,624	6,539,928
Transfer In	-	-	-	600,000	-
Net Transfers	-	-	-	600,000	-
Net Change in Fund Balance	(165,544)	(941,787)	(472,756)	(4,404,829)	603,682

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Stormwater Utility Fund Budget Summary

Description	2022 Actual	2023 Actual	2024 Actual	2025 Revised	2026 Budget
License and Permits	600	600	375	2,000	2,000
Grant Revenue	-	250,000	225,659	250,000	-
Fees	953,799	1,143,013	1,308,896	1,397,900	1,669,900
Miscellaneous Revenue	11,471	300,757	113,222	58,722	60,000
Total Revenue	965,870	1,694,370	1,648,152	1,708,622	1,731,900
Personnel	327,235	329,932	370,793	431,581	480,157
Supplies	10,349	7,248	10,399	30,905	30,905
Services	119,792	91,201	247,442	122,610	122,610
Debt Service	260,561	260,240	261,493	412,700	412,100
Capital Outlay	235,357	361,880	1,782,217	1,292,698	1,175,000
Total Expenditures	953,294	1,050,501	2,672,344	2,290,494	2,220,772
Net Change in Fund Balance	12,576	643,869	(1,024,192)	(581,872)	(488,872)

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Solid Waste & Recycling Utility Fund Budget Summary

Description	2022 Actual	2023 Actual	2024 Actual	2025 Revised	2026 Budget
Fees	1,627,555	1,708,405	1,859,429	2,294,740	2,564,550
Miscellaneous Revenue	(1,367)	11,103	14,368	8,891	8,000
Total Revenue	1,626,188	1,719,508	1,873,797	2,303,631	2,572,550
Personnel	71,335	82,043	91,639	98,423	78,716
Supplies	9	9	9	6,000	6,000
Services	1,491,112	1,616,533	1,782,699	2,223,400	2,494,000
Capital Outlay	-	-	-	-	75,000
Total Expenditures	1,562,456	1,698,585	1,874,347	2,327,823	2,653,716
Transfer In	141,933	-	-	-	-
Net Transfers	141,933	-	-	-	-
Net Change in Fund Balance	205,665	20,923	(550)	(24,192)	(81,166)

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Golf Course Fund Budget Summary

Description	2022 Actual	2023 Actual	2024 Actual	2025 Revised	2026 Budget
Grant Revenue	-	5,359	-	508,000	-
Fees	2,384,016	2,896,254	2,961,074	3,034,570	3,207,700
Miscellaneous Revenue	171,252	141,391	87,423	54,751	57,310
Other Revenue	50	85,000	2,500	-	-
Total Revenue	2,555,318	3,128,004	3,050,997	3,597,321	3,265,010
Personnel	1,444,814	1,615,905	1,875,866	1,838,347	1,999,644
Supplies	298,588	268,022	315,781	306,747	299,397
Services	775,298	549,975	538,210	635,024	639,653
Capital Outlay	-	46,072	62,340	1,074,915	567,616
Total Expenditures	2,518,700	2,479,974	2,792,197	3,855,033	3,506,310
Net Change in Fund Balance	36,618	648,030	258,800	(257,712)	(241,300)

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Technology Management Fund Budget Summary

Description	2022 Actual	2023 Actual	2024 Actual	2025 Revised	2026 Budget
Fees	53,030	53,010	53,030	142,550	142,550
Miscellaneous Revenue	(508)	4,139	4,367	3,705	-
Total Revenue	52,522	57,149	57,397	146,255	142,550
Services	428	3,498	5,918	3,750	3,750
Capital Outlay	73,661	91,786	82,640	151,759	142,550
Total Expenditures	74,089	95,284	88,558	155,509	146,300
Net Change in Fund Balance	(21,567)	(38,135)	(31,161)	(9,254)	(3,750)

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City of Louisville, Colorado
Six-Year Capital Improvement Plan
2025 - 2030

Conservation Trust - Lottery Fund

Project Account	Project Description	2025 Planned	2026 Planned	2027 Planned	2028 Planned	2029 Planned	2030 Planned	6-Year Totals
202511-630048	Playgrounds (40%)	197,279						197,279
202511-660015	Wayfinding & Signs	63,756						63,756
202511-630048	Park and Playground Improvements (%)		187,500	200,000	200,000	212,500	212,500	1,012,500
202511-660015	Park Signs		18,000	18,000		18,000		54,000
202511-660306	Trail Wayfinding Signage Implementation	300,000					150,000	450,000
	Total Conservation Trust - Lottery Fund	**561,035**	**205,500**	**218,000**	**200,000**	**230,500**	**362,500**	**1,777,535**

Cemetery Fund

Project Account	Project Description	2025 Planned	2026 Planned	2027 Planned	2028 Planned	2029 Planned	2030 Planned	6-Year Totals
204799-640001	Park Division Equipment Replacements (%)	16,000	18,500	22,500	24,500	25,000	25,500	132,000
Future Year Req	Cemetery Long Range Plan			100,000				100,000
	Total Cemetery Fund	**16,000**	**18,500**	**122,500**	**24,500**	**25,000**	**25,500**	**232,000**

PEG Fee Fund

Project Account	Project Description	2025 Planned	2026 Planned	2027 Planned	2028 Planned	2029 Planned	2030 Planned	6-Year Totals
205120-600008	PEG Capital	20,000	20,000	10,000	10,000	10,000	10,000	80,000
	Total PEG Fee Fund	**20,000**	**20,000**	**10,000**	**10,000**	**10,000**	**10,000**	**80,000**

Historic Preservation Fund

Project Account	Project Description	2025 Planned	2026 Planned	2027 Planned	2028 Planned	2029 Planned	2030 Planned	6-Year Totals
207542-620113	Historical Museum Structural	60,850						60,850
207542-620098	Austin Niehoff Improvements	15,000	256,450					271,450
	Total Historic Preservation Fund	**75,850**	**256,450**	**-**	**-**	**-**	**-**	**332,300**

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City of Louisville, Colorado
Six-Year Capital Improvement Plan
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Recreation Fund

Project Account	Project Description	2025 Planned	2026 Planned	2027 Planned	2028 Planned	2029 Planned	2030 Planned	6-Year Totals
208533-640000	Mini Van Replacement		75,000					75,000
208535-620128	Aquatics Amenity Update	75,000						75,000
208535-620139	Miracote Deck	210,000						210,000
208535-620154	Sauna & Steam area expansion		278,000					278,000
208535-620156	Drinking Fountain & Shower		12,000					12,000
208535-640144	Pool Pump Replacements	15,000					15,000	30,000
208535-650124	LRC Pool Furniture	13,500	13,500					27,000
208535-650125	Memory Square Pool Furniture		30,000	15,000				45,000
Future Year Req	Indoor pool replaster				220,000			220,000
Future Year Req	Memory Return Line Replacement			600,000				600,000
208538-620153	Upgrade Restroom Faciities (%)		25,000	26,000	26,000	27,500	29,000	133,500
208538-630179	Infield Renovations- Miners, Heritage, Cleo (%)		14,000	15,000	15,000	17,500	17,500	79,000
208538-640001	Park Division Equipment Replacements (%)	16,000	18,500	22,500	24,500	25,000	25,500	132,000
208538-660307	Convert Inline Rink to Pickelball (%)	120,000						120,000
208539-600027	CPTED Assesment Recommendations (%)	13,800						13,800
208539-620155	LRC - Family Locker Room Floor Tile Replacement	176,000						176,000
208539-620178	Studio Upgrades for Hybrid Fitness Classes	80,000						80,000
208539-630181	Turf Gym Shade Structure		47,736					47,736
208539-640123	Fitness Equipment Replacement	125,000	152,000	152,000	152,000	160,000	160,000	901,000
208539-640168	Weight Plate Replacement		45,000					45,000
208539-640169	TechnoGym Selectorized Replacement		39,000					39,000
208539-640170	Stereo Replacement in 3 studios	27,000						27,000
208539-650122	Furniture Replacement		25,000					25,000
208539-650123	Mirrors & Barre in Mt. Elbert	28,600						28,600
Future Year Req	Weight Benches Replacement			20,000				20,000
Future Year Req	Hoist Selectorized Replacement			39,000				39,000
Future Year Req	Samson Rigs Replacement			60,000				60,000
Future Year Req	Cybex Selectorized Replacement				21,000			21,000
Future Year Req	Shade replacement in Weight & Cardio rooms				39,600			39,600
Future Year Req	Washer & Dryer Replacement				20,000			20,000
Future Year Req	TV Replacement in Facility			10,000				10,000
	Total Recreation Fund	**899,900**	**774,736**	**959,500**	**518,100**	**230,000**	**247,000**	**3,629,236**

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City of Louisville, Colorado
Six-Year Capital Improvement Plan
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Open Space

Project Account	Project Description	2025 Planned	2026 Planned	2027 Planned	2028 Planned	2029 Planned	2030 Planned	6-Year Totals
210524-660081	Trail Improvements	126,475						126,475
210524-660300	Emergency & Maintenance Access	64,844						64,844
210522-630188	PROS Long Range Plan	150,000						150,000
210528-660316	Trail Master Plan	50,000						50,000
210522-600026	Open Space Planning Documents		150,000	255,000				405,000
210522-630178	Open Space Parking Lot Maintenance	70,000	65,000		40,000		40,000	215,000
210522-640000	Open Space New Vehicles	120,000						120,000
210522-660303	Open Space Signs	10,000		40,000				50,000
210522-660304	Open Space Amenity Maintenance	100,000	80,000	100,000		25,000	60,000	365,000
210524-640001	Open Space Equipment		120,000		50,000			170,000
210524-660305	Soft Surface Trail Maintenance & Design		300,000	150,000	150,000	150,000	150,000	900,000
Future Year Req	Warembourg Property and Fishing Pond Plan			44,000	325,000			369,000
	Total Open Space Fund	**691,319**	**715,000**	**589,000**	**565,000**	**175,000**	**250,000**	**2,985,319**

Parks

Project Account	Project Description	2025 Planned	2026 Planned	2027 Planned	2028 Planned	2029 Planned	2030 Planned	6-Year Totals
211511-630071	Parks and Open Space Signs	29,888						29,888
211511-630101	Irrig Replacements & Improvs	463,702						463,702
211511-630157	Park Site Furnishing Replacement	1,500						1,500
211511-640000	Additions to Fleet - Parks (60%)	13,228						13,228
211511-660292	Public Landscape Improvements	70,298						70,298
211511-630188	PROS Long Range Plan	150,000						150,000
211511-660316	Trail Master Plan	50,000						50,000
	Total Parks Fund	**778,617**	**-**	**-**	**-**	**-**	**-**	**778,617**

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City of Louisville, Colorado
Six-Year Capital Improvement Plan
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Capital Projects Fund

Project Account	Project Description	2025 Planned	2026 Planned	2027 Planned	2028 Planned	2029 Planned	2030 Planned	6-Year Totals
301103-620133	Building Energy Efficiency	369,463						369,463
301173-650058	City-Wide Telephone Syst Upgr	19,461						19,461
301191-640162	Generators for Critical Facili	4,900,556						4,900,556
301191-640165	City Svcs Security Cam Replace	44,727						44,727
301211-620116	Police Dept Basement Restroom	137,257						137,257
301211-650106	Bi-Directional 700-800 Amplifier	187,000						187,000
301211-650107	Communication Equip for EOC	29,500						29,500
301219-620120	Police Dept Electrical Work	20,083						20,083
301219-620148	Police/Court Roof Replacement	274,000						274,000
301312-660222	SH42 Corridor Improvements	6,860,617						6,860,617
301313-630143	Median Landscape Reno	795,207						795,207
301313-640000	Additions to Fleet - Parks (40%)	32,000						32,000
301313-660103	Median Improvements (& Playground Design)	13,378						13,378
301314-640001	Machinery & Equipment	70,735						70,735
301511-630048	Playgrounds (60%)	1,322,220						1,322,220
301511-630118	Tennis Court Renovation	59,218						59,218
301511-630171	Irrigation Pump Replacement	30,000						30,000
301511-630172	Park Sign Replacement	2,792						2,792
301511-630175	Sports Field Lighting	247,944						247,944
301511-630176	Tennis Court Rebuild	127,953						127,953
301524-660290	Open Space/Trail Improvements	32,374						32,374
301537-620132	Golf Maint. Facility Improvements	119,734						119,734
301537-630115	Cart Paths	15,711						15,711
301551-620036	Library Building Improvements	358,894						358,894
301552-620113	Historical Museum Structural	9,710						9,710
301553-620145	Fire Detection System	11,579						11,579
301313-640183	Block Party Trailer	30,000						30,000
301211-640000	Police Fleet Supplemental*		232,000					232,000
301161-640000	Shared Vehicle for Comm Dev*		55,000					55,000
301221-650128	Sales Tax Software*		500,000	200,000	206,000	212,180	218,545	1,336,725
301511-630157	Owl Park Fence*		18,700					18,700
301551-650065	Library Public Copier Replacement*		20,000					20,000
301103-640030	City Wide Decarbonization - EV Charging	632,500						632,500
301173-600030	Access Control	374,000	374,000	374,000				1,122,000
301173-640000	IT Vehicle	45,000						45,000
301173-640171	NetAlly Tester	17,000						17,000
301173-640172	Printer Replacement & Manage Print	50,000	50,000					100,000
301173-640173	IT UPS Modernization Project	38,600	45,000	45,000				128,600
301173-650103	Camera & DVR Replacement	27,500	32,500	55,500				115,500
301173-660258	Middle Mile Fiber Enhancements	120,221	100,000					220,221
Future Year Req	Firewall Replacement			10,000				10,000
Future Year Req	Extreme Switch Replacement				60,000	60,000		120,000
Future Year Req	Server Replacement			175,000			175,000	350,000
Future Year Req	Wifi Access Point Replacement					175,000		175,000

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City of Louisville, Colorado
Six-Year Capital Improvement Plan
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Capital Projects Fund cont.

Project Account	Project Description	2025 Planned	2026 Planned	2027 Planned	2028 Planned	2029 Planned	2030 Planned	6-Year Totals
301191-600027	CPTED Assesment Recommendations (%)	66,700						66,700
301191-620161	Police/Court Roof Replacement	315,100						315,100
301191-620162	Police/Court Decarbonization	1,446,000				900,000		2,346,000
301191-620163	Recreation Center Decarbonization	2,484,000			86,250			2,570,250
301191-620164	City Services Decarbonization (incl Solar)	1,000					1,105,150	1,106,150
301191-620165	Library Decarbonization	1,841,150				475,000		2,316,150
301191-650126	City Services Office Workstations	65,000	35,000					100,000
Future Year Req	Austin Niehoff Decarbonization				46,000			46,000
Future Year Req	City Hall Interior Finishes and Decarbonization			25,000	2,070,000			2,095,000
Future Year Req	CS - Boom Lift Overhaul				17,250			17,250
Future Year Req	City Services - 13 Yr Check/ Equipment Upgrade				17,250			17,250
Future Year Req	City Services Interior Finishes Refresh				74,750			74,750
Future Year Req	Police/Court Elevator 20 yr Maintenance					28,750		28,750
Future Year Req	Police/Court - 13 Yr Fire Alarm Check/Upgrade						23,000	23,000
Future Year Req	Police Court Interior Refresh			172,500				172,500
Future Year Req	Arts Center Decarbonization			60,200				60,200
301211-600031	MDT Refresh & Equipment Initiative	125,000						125,000
301211-640000	Police Fleet Plan	274,000	282,220	290,687	299,407	308,389	317,641	1,772,344
301311-600034	Citywide Traffic Counts	25,000			25,000			50,000
301311-610011	Affordable Housing Development/Purchase	2,000,000						2,000,000
301312-600032	Annual Traffic Calming Program	50,000	50,000	50,000	50,000	50,000	50,000	300,000
301312-600033	ADA Transition Plan	240,000						240,000
301312-640000	Sign Truck Replacement (Unit 3212)	70,000						70,000
301312-660012	Annual Resurfacing Program (MF Impacts)	5,000,000	5,150,000	5,304,500	5,463,635	5,627,544	5,796,370	32,342,049
301312-660022	Concrete Replacement	115,000	120,750	132,300	144,703	150,491	158,016	821,260
301312-660074	Traffic Signal Maintenace	1,094,500		110,000	110,000	110,000		1,424,500
301312-660308	Via Appia Pedestrian Improvements	187,800	462,200					650,000
301312-660309	South Street Underpass	1,163,876	9,119,378					10,283,254
301312-660311	Pavement Marking Program	218,750		230,000		241,250		690,000
Future Year Req	School Zone Flashing Beacon Replacement				87,120			87,120
Future Year Req	3202 Snowplow / Dump Truck Replacement (%)						378,000	378,000
Future Year Req	3204 Snowplow / Dump Truck Replacement (%)						378,000	378,000
Future Year Req	3424 Snowplow / Dump Truck Replacement (%)				340,000			340,000
Future Year Req	Operations Tablet Replacement (%)					3,750		3,750
Future Year Req	Traffic Signal Timing			15,000		15,000		30,000
Future Year Req	3216 F550 Plow Truck Replacement				95,000			95,000
Future Year Req	3260 Sweeper Replacement (%)					345,675		345,675
Future Year Req	3403 Meter Truck Replacement (%)					15,000		15,000
Future Year Req	3409 Replacement (%)						33,000	33,000
301313-660310	Downtown Vision CIP	1,000,000	2,400,000	2,400,000	3,200,000			9,000,000
301314-640135	Loader Box Plow	60,000						60,000
301433-640175	Replacement Snowplow / Dump truck (Unit 3208) (%)	212,500						212,500
301450-640176	Fleet Tire Changer and Balancer		20,346					20,346
Future Year Req	Fleet Floor Cleaner Replacement				14,599			14,599

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City of Louisville, Colorado
Six-Year Capital Improvement Plan
2025 - 2030

Capital Projects Fund cont.

Project Account	Project Description	2025 Planned	2026 Planned	2027 Planned	2028 Planned	2029 Planned	2030 Planned	6-Year Totals
301511-600028	Technology Improvements	20,000	22,000	22,000	25,000	28,000	30,000	147,000
301511-600029	Park Division Equipment Tracking		28,000	30,000	32,500	35,000	38,000	163,500
301511-620153	Upgrade Restroom Faciities (%)		25,000	26,000	26,000	27,500	29,000	133,500
301511-620157	Sports Complex Restrooms		200,000					200,000
301511-620158	Indoor Batting Cage	16,000						16,000
301511-630036	Concrete Replacement at Sports Complex	150,000						150,000
301511-630048	Park and Playground Improvements (%)		187,500	200,000	200,000	212,500	212,500	1,012,500
301511-630049	Playground Replacement Parts / Features	15,000	18,000	20,000	22,000	25,000	27,000	127,000
301511-630101	Irrigation Upgrades	552,168	108,000	111,000	115,000	118,000	121,000	1,125,168
301511-630143	Median Renovations		700,000	700,000	700,000			2,100,000
301511-630157	Park Furnishing Replacements	15,000	18,000	20,000	22,000	25,000	25,000	125,000
301511-630176	Court Resurfacing		95,000	100,000	110,000	120,000	130,000	555,000
301511-630179	Infield Renovations- Miners, Heritage, Cleo (%)		14,000	15,000	15,000	17,500	17,500	79,000
301511-630180	Centennial Tennis Court Projects		350,000					350,000
301511-630182	Drainage improvements and Infield Replacement		150,000					150,000
301511-630183	Miners Fence backstop extension		150,000					150,000
301511-640000	Vehicle (Parks)	70,000	72,100	74,263	76,491	78,786	81,149	452,789
301511-640001	Park Division Equipment Replacements (%)	128,000	148,000	180,000	196,000	200,000	204,000	1,056,000
301511-640001	Park Division Equipment New Requests	80,000	85,000	116,000	92,500	95,000	95,000	563,500
301511-660099	Renovation of Arboretum		50,000	52,500	55,000			157,500
301511-660292	Landscaping Improvements	49,200	18,000	20,000	23,000	25,000	28,000	163,200
301511-660301	Surfacing Materials- Playground, Dog Park, Crusher	37,375	28,500	30,000	31,500	33,000	35,000	195,375
301511-660307	Convert Inline Rink to Pickelball (%)	80,000						80,000
Future Year Req	Feasbility Study Cleo Mudrock Park- MU Fields			150,000				150,000
Future Year Req	Sports Complex Parking lot Surfacing				350,000			350,000
Future Year Req	Splash Pad and Playground Replacement at Commu			650,000				650,000
301551-620159	Library Lighting Controls		176,525					176,525
301551-640174	AMH Replacement	200,000						200,000
Future Year Req	Library Millwork Refresh			57,500				57,500
Future Year Req	Library Snow Melt System 20yr Maintenance				23,000			23,000
301552-620160	Museum Fire Panel	28,750						28,750
Future Year Req	Museum Improvements			28,750				28,750
Future Year Req	Museum Building Improvements			113,850				113,850
	Total Capital Projects Fund	**36,923,802**	**21,710,719**	**12,366,550**	**14,521,955**	**9,758,315**	**9,705,872**	**104,987,213**

*New Capital Improvement Projects, Individual Forms Included

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City of Louisville, Colorado
Six-Year Capital Improvement Plan
2025 - 2030

Water Utility Fund

Project Account	Project Description	2025 Planned	2026 Planned	2027 Planned	2028 Planned	2029 Planned	2030 Planned	6-Year Totals
501498-620146	NWTP HVAC Replacement	35,000						35,000
501498-640148	Chemical Mixing Equip Replace	13,604						13,604
501498-660141	Filter Media Replacement-No WTP	224,529						224,529
501499-620149	SCWTP Administration Bldg	2,289,805						2,289,805
501499-660289	Raw Water Infrastructure	495,770						495,770
501499-660295	SCWTP Residual Management	5,724,393						5,724,393
501499-650129	Utility Billing Software*		250,000	50,000	51,500	53,045	54,636	459,181
501498-600035	Water Efficiency Plan Update	50,000						50,000
501498-620166	North Water Plant Decarbonization	21,850	14,950		1,463,550			1,500,350
501498-620167	NWTP-Pre Treatment Building Roof Replacement	44,850						44,850
501498-620168	South Water Treatment Plant Decarbonization	10,500			862,500			873,000
501498-620169	NWTP - Roof Replacements	307,599						307,599
501498-640000	Replacement Snowplow / Dump truck (Unit 3208) (%)	127,500						127,500
501498-640000	Excavator and Flatbed Truck (%)	260,000						260,000
501498-640000	Operations - Locate Vehicle (%)	42,500						42,500
501498-640000	Engineering Vehicles Replacement (%)	39,600						39,600
501498-640045	Meter Replacement	3,799,871	1,900,000					5,699,871
501498-640167	Water Plant Chlorine Dioxide Replacement	150,000						150,000
501498-640178	Telemetry Site Refresh (%)		45,000					45,000
501498-640180	WTP Control System Replacement		420,000					420,000
501498-640181	South Water Plant HVAC for Pre-Treatment Bldg.	43,750						43,750
501498-660181	Water Pipeline Replacement	1,698,000	492,000	812,650	1,208,500	1,250,500	1,550,500	7,012,150
501498-660312	Northern Pump Station Improvements		550,000					550,000
Future Year Req	3202 Snowplow / Dump Truck Replacement (%)						42,000	42,000
Future Year Req	3204 Snowplow / Dump Truck Replacement (%)						42,000	42,000
Future Year Req	3424 Snowplow / Dump Truck Replacement (%)				85,000			85,000
Future Year Req	Louisville Reservoir Outlet Repairs			500,000				500,000
Future Year Req	Security Replacement and Upgrades (%)					136,500		136,500
Future Year Req	Water Valve Replacements				635,000			635,000
Future Year Req	3403 Meter Truck Replacement (%)					60,000		60,000
Future Year Req	Operations Tablet Replacement (%)					18,750		18,750
Future Year Req	NWTP Backwash Building Roof Replacement					28,750		28,750
Future Year Req	3409 Replacement (%)						77,000	77,000
501499-600027	CPTED Assesment Recommendations (%)	20,700						20,700
501499-640179	Utility Redundant Autodialer (%)	40,000						40,000
501499-660190	Windy Gap Firming Project	818,000	1,312,000	1,312,000	1,312,000	1,313,000	1,313,000	7,380,000
501499-660210	High Zone Tank Security	60,000						60,000
501499-670000	Water Rights Acquisition			1,100,000	1,100,000			2,200,000
Future Year Req	Water loop for NE Louisville			780,000				780,000
Future Year Req	Big Dry Creek Augmentation Station			500,000				500,000
Future Year Req	Filter Media Replacement HBWTP				398,000			398,000
Future Year Req	HBWTP Recycle System			560,000				560,000
Future Year Req	Raw Water Integration Project (RIP)				440,000	4,840,000		5,280,000
Future Year Req	Utility Fiber (%)			325,000				325,000
Future Year Req	Water Quality Algae Mitigation System						590,000	590,000
Future Year Req	WTP Instrumentation Upgrades					280,000		280,000
	Total Water Utility Fund	**16,317,822**	**4,983,950**	**5,939,650**	**7,556,050**	**7,980,545**	**3,669,136**	**46,447,153**

*New Capital Improvement Projects, Individual Forms Included

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City of Louisville, Colorado
Six-Year Capital Improvement Plan
2025 - 2030

Wastewater Utility Fund

Project Account	Project Description	2025 Planned	2026 Planned	2027 Planned	2028 Planned	2029 Planned	2030 Planned	6-Year Totals
502498-660297	Sewer Pipeline Rehab/Replace	125,019						125,019
502499-640159	Sewer Service Lateral Backflow	130,000						130,000
502499-660285	WWTP Solids Handling Upgrade	3,707,390						3,707,390
502499-660298	Fiber Optic Loop City Rd/Redtail	54,210						54,210
502499-650129	Utility Billing Software*		150,000	30,000	30,900	31,827	32,782	275,509
Future Year Req	Security Replacement and Upgrades (%)					73,500		73,500
Future Year Req	Utility Fiber (%)			325,000				325,000
502499-640182	Lift Station Communication Upgrade	55,000						55,000
502499-640179	Utility Redundant Autodialer (%)	40,000						40,000
502499-620171	Waste Water Plant Decarbonization	15,843			1,026,000			1,041,843
Future Year Req	Operations Tablet Replacement (%)					11,250		11,250
Future Year Req	WWTP -Centrifuge Building Roof Replacement					74,750		74,750
502498-660313	Sanitary Sewer Rehab - Replacement	467,000	617,000	740,500	428,500	838,000	875,500	3,966,500
502498-640178	Telemetry Site Refresh (%)		45,000					45,000
502498-640000	Operations - Locate Vehicle (%)	558,714						558,714
502498-640000	Engineering Vehicles Replacement (%)	39,600						39,600
502498-620172	WWTP Operation Building Roof Replacement	74,750						74,750
502498-620170	WWTP - Admin Building Roof Replacement	23,000						23,000
	Total Wastewater Utility Fund	**5,290,526**	**812,000**	**1,095,500**	**1,485,400**	**1,029,327**	**908,282**	**10,621,035**

*New Capital Improvement Projects, Individual Forms Included

Storm Water Utility Fund

Project Account	Project Description	2025 Planned	2026 Planned	2027 Planned	2028 Planned	2029 Planned	2030 Planned	6-Year Totals
503499-660273	Storm Water Quality Master Plan	152,154						152,154
503499-660287	Storm Water Quality Master Plan	622,883						622,883
503499-650129	Utility Billing Software*		25,000	5,000	5,150	5,305	5,464	45,918
503499-640000	Replacement Snowplow / Dump truck (Unit 3208) (%)	85,000						85,000
503499-640000	Excavator and Flatbed Truck (%)	65,000						65,000
503499-640000	Engineering Vehicle Replacement (%)	142,661						142,661
503499-640183	Storm Sewer CCTV Software/Implementation		650,000					650,000
503499-660314	SBR Lining - Slipline	225,000						225,000
503499-660315	Storm System Maintenance		500,000		672,500		706,500	1,879,000
Future Year Req	Operations Tablet Replacement (%)					3,750		3,750
Future Year Req	3260 Sweeper Replacement (%)					61,001		61,001
	Total Storm Water Utility Fund	**1,292,698**	**1,175,000**	**5,000**	**677,650**	**70,056**	**711,964**	**3,932,368**

*New Capital Improvement Projects, Individual Forms Included

Solid Waste & Recycling Utility Fund

Project Account	Project Description	2025 Planned	2026 Planned	2027 Planned	2028 Planned	2029 Planned	2030 Planned	6-Year Totals
510499-650129	Utility Billing Software*	-	75,000	15,000	15,450	15,914	16,391	137,754
	Solid Waste & Recycling Utility Fund	**-**	**75,000**	**15,000**	**15,450**	**15,914**	**16,391**	**137,754**

*New Capital Improvement Projects, Individual Forms Included

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City of Louisville, Colorado
Six-Year Capital Improvement Plan
2025 - 2030

Golf Course Fund

Project Account	Project Description	2025 Planned	2026 Planned	2027 Planned	2028 Planned	2029 Planned	2030 Planned	6-Year Totals
520799-600027	CPTED Assesment Recommendations (%)	13,800						13,800
520799-620173	Clubhouse Exterior - Decking & Pergola		29,000					29,000
520799-620174	Maintenance Facility Storage Building	400,000						400,000
520799-620175	Golf Clubhouse - Basement Improvements	47,150						47,150
520799-620176	Golf Clubhouse - Interior Improvements	173,650						173,650
520799-620177	Golf Clubhouse Exterior Improvements	59,800						59,800
520799-630115	Cart Path Repairs	25,000	25,000					50,000
520799-630184	Pond Liner Replacement - Hole 11		309,241					309,241
520799-630184	Golf Clubhouse Parking Lot Lighting	37,375						37,375
520799-630185	Sunshade for Starter Station		22,000					22,000
520799-630186	Bunker Renovation		167,375	167,375				334,750
520799-640001	Electric for Robotic Mower	32,000						32,000
520799-640141	Golf Cart Fleet Replacement	270,140						270,140
520799-650127	Golf Operations Office Furniture	16,000						16,000
520799-660100	Tree Planting		15,000		15,000		15,000	45,000
Future Year Req	Golf Operations Office Furniture						50,000	50,000
Future Year Req	Maintenance Facility Paving Improvements					227,000	25,000	252,000
Future Year Req	Foley 673 Bedknife Grinder			46,465				46,465
Future Year Req	Foley 653 Accu-Master Reel Grinder				83,664			83,664
Future Year Req	175 Gallon Sprayer Replacement			49,515				49,515
Future Year Req	Echo Robotic Ball Picker				28,700			28,700
Future Year Req	Driving Range Porous Pave					65,000		65,000
Future Year Req	Cart Path Repairs			50,000	35,000	35,000	35,000	155,000
	Total Golf Course Fund	**1,074,915**	**567,616**	**313,355**	**162,364**	**327,000**	**125,000**	**2,570,250**

Technology Management Fund

Project Account	Project Description	2025 Planned	2026 Planned	2027 Planned	2028 Planned	2029 Planned	2030 Planned	6-Year Totals
602120-650115	PW Electronic Review Conversio	5,790						5,790
602120-650015	Computer-Hardware	145,969	142,550	142,550	142,550	142,550	142,550	858,719
	Total Technology Management Fund	**151,759**	**142,550**	**142,550**	**142,550**	**142,550**	**142,550**	**858,719**

Fleet Management Fund

Project Account	Project Description	2025 Planned	2026 Planned	2027 Planned	2028 Planned	2029 Planned	2030 Planned	6-Year Totals
603511-640000	Motor Vehicle/Road Equipment	125,137						125,137
603312-640000	3213 F550 Plow Truck Replacement	90,000						90,000
603312-640000	Engineering Vehicles Replacement (%)	79,200						79,200
	Total Fleet Management Fund	**294,337**	**-**	**-**	**-**	**-**	**-**	**294,337**

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City of Louisville, Colorado
Six-Year Capital Improvement Plan
2025 - 2030

All Funds

Fund Description	2025 Planned	2026 Planned	2027 Planned	2028 Planned	2029 Planned	2030 Planned	6-Year Totals
Conservation Trust - Lottery Fund	561,035	205,500	218,000	200,000	230,500	362,500	1,777,535
Cemetery Fund	16,000	18,500	122,500	24,500	25,000	25,500	232,000
PEG Fee Fund	20,000	20,000	10,000	10,000	10,000	10,000	80,000
Historic Preservation Fund	75,850	256,450	-	-	-	-	332,300
Recreation Fund	899,900	774,736	959,500	518,100	230,000	247,000	3,629,236
Open Space Fund	691,319	715,000	589,000	565,000	175,000	250,000	2,985,319
Parks Fund	778,617	-	-	-	-	-	778,617
Capital Projects Fund	36,923,802	21,710,719	12,366,550	14,521,955	9,758,315	9,705,872	104,987,213
Water Utility Fund	16,317,822	4,983,950	5,939,650	7,556,050	7,980,545	3,669,136	46,447,153
Wastewater Utility Fund	5,290,526	812,000	1,095,500	1,485,400	1,029,327	908,282	10,621,035
Storm Water Utility Fund	1,292,698	1,175,000	5,000	677,650	70,056	711,964	3,932,368
Solid Waste & Recycling Utility Fund	-	75,000	15,000	15,450	15,914	16,391	137,754
Golf Course Fund	1,074,915	567,616	313,355	162,364	327,000	125,000	2,570,250
Technology Management Fund	151,759	142,550	142,550	142,550	142,550	142,550	864,509
Fleet Management Fund	294,337	-	-	-	-	-	294,337
Total for All Funds	**64,388,580**	**31,457,021**	**21,776,605**	**25,879,019**	**19,994,206**	**16,174,195**	**179,669,626**

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Police Vehicle Supplemental Request

Description

The police department is currently budgeted to purchase and outfit 3 police patrol vehicles in 2026 to try and update a significantly aging fleet. The department would like to purchase 5 patrol (ICE) vehicles and 1 EV to continue supporting the elecrification of the fleet, while balancing response capabilities through this supplemental request.

Project Justification

This project seeks to address the agency's critical need to provide basic community patrol and police response capabilities. The police vehicle fleet currently consists of about 38 vehicles, 20 of which have already exceeded their service life. Patrol vehicles have much higher usage than other vehicles and the City's fleet replacement guidelines recommend replacement of patrol vehicles every 4 years while other vehicles are recommended for replacement every 12 years before they exceed their usable lifespan and the cost of ownership surpasses value. Over the next several years all vehicles in the fleet are subject to rotation and replacement. This plan seeks to create a better strategy to address the need for reliable police patrol vehicles. The plan also allows the department to continue to support the City's sustainability efforts to electrify its fleet.

Strategic Plan Alignment

Strategic Priority: Core Services

Core Services are broad ranging with a focus on maintaining existing infrastructure and assets, including utilities, parks, open space, and sustainable asset management, as well as city communications.

How it aligns:

This project closely aligns with the police department providing core services and response to public safety events, routine patrols, and calls for services. It also support the sustainability initiative through the furthering of electrification of our fleet. The department currently has 2 electric vehicles, and if approved, would increase that number to 3.

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Project Funding

This will be a requested increase to the CIP presented for the 2025-2026 budget and will cover the purchase and outfitting of 5 police patrol vehicle's and 1 administrative services vehicle for the department's fleet in 2026.

	2026	2027	2028	2029	2030	5-Year Total
Special Revenue Funds	-	-	-	-	-	-
Capital Fund	$232,000	-	-	-	-	$232,000
Enterprise Funds	-	-	-	-	-	-
Internal Service Funds	-	-	-	-	-	-
Total Sources	**$232,000**	**-**	**-**	**-**	**-**	**$232,000**

Project Cost Estimate and Timeline

Acquisition of the vehicles will occur in Q1 or Q2 of 2026 and the outfitting of the patrol vehicles will occur by Q4 2026.

Uses	2026	2027	2028	2029	2030	5-Year Total
Design	-	-	-	-	-	-
Prof. Services	-	-	-	-	-	-
Acquisition	-	-	-	-	-	-
Construction	-	-	-	-	-	-
Equipment	$232,000	-	-	-	-	$232,000
Contingency	-	-	-	-	-	-
Total Uses	**$232,000**	**-**	**-**	**-**	**-**	**$232,000**

Operating Cost Impact

The operating costs will include the need for potential vehicle maintenance or repairs, as well as the cost for electrical charging and fuel.

City of Louisville
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Capital Improvement Projects

Community Development

Shared Vehicle for Comm Dev

Description

Pool Vehicle for Inspections. Potentail New Positions of Sustainability Planner/Specialist, WUI/Fire Hardening Program Manager. Also to support Building Official and Planning Staff, who do not have access to vehicle for inspections. Chevey Blazer EV or similar.

Project Justification

The City is anticipating hiring a Sustainability Specialist/Planner II or similar term limitted position with DRCOG Energy Code Jurisdictional Support grant money ($600,000). Community Development has also put in a request for a staff member to help oversee the fire heardening code and WUI code implimenation that is anticiapted to be adopted later this year. These are two new positions that would need to conduct field inspections. In addition, the Building Official does not have a City vehicle and submits for mileage for his personal vehicle. Planning staff also conduct field inspectoins periodically and do not have a vehicle. This reqeust provides a shared vehicle for these positions.

Strategic Plan Alignment

Strategic Priority: Core Services

Core Services are broad ranging with a focus on maintaining existing infrastructure and assets, including utilities, parks, open space, and sustainable asset management, as well as city communications.

How it aligns:

Provides needed vehicle for builidng and zoning inspections.

Project Funding

Capital Fund

	2026	2027	2028	2029	2030	5-Year Total
Special Revenue Funds	-	-	-	-	-	-
Capital Fund	$55,000	-	-	-	-	$55,000
Enterprise Funds	-	-	-	-	-	-
Internal Service Funds	-	-	-	-	-	-
Total Sources	**$55,000**	**-**	**-**	**-**	**-**	**$55,000**

Project Cost Estimate and Timeline

Purchase in 2026

Uses	2026	2027	2028	2029	2030	5-Year Total
Design	-	-	-	-	-	-
Prof. Services	-	-	-	-	-	-
Acquisition	-	-	-	-	-	-
Construction	-	-	-	-	-	-
Equipment	$55,000	-	-	-	-	$55,000
Contingency	-	-	-	-	-	-
Total Uses	**$55,000**	**-**	**-**	**-**	**-**	**$55,000**

Operating Cost Impact

Increase in Vehicle Maintenance. Request to add $1,500 to Building Safety for anticiapted additional costs per operations recommendation.

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Utility Billing & Tax Collection and Administration Software Upgrade

Description

Staff is seeking funding to replace the existing Utility Billing & Tax collection and administration software.

Project Justification

Utility Billing & effective Tax Collection and Administration is a Core Service. It is a commonly accepted best practice to regularly review existing processes and softwares for security requirements and operational efficiencies.

Strategic Plan Alignment

Strategic Priority: Core Services

Core Services are broad ranging with a focus on maintaining existing infrastructure and assets, including utilities, parks, open space, and sustainable asset management, as well as city communications.

How it aligns:

Utility Billing & effective Tax Collection and Administration is a Core Service.

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Project Funding

Utility Billing = Utility Funds / Sales tax = Capital fund

	2026	2027	2028	2029	2030	5-Year Total
Special Revenue Funds	-	-	-	-	-	-
Capital Fund	$500,000	$200,000	$200,000	$200,000	$200,000	$1,300,000
Enterprise Funds	$500,000	$100,000	$100,000	$100,000	$100,000	$900,000
Internal Service Funds	-	-	-	-	-	-
Total Sources	**$1,000,000**	**$300,000**	**$300,000**	**$300,000**	**$300,000**	**$2,200,000**

Project Cost Estimate and Timeline

Q2 2026 through Q3 2026, as the Spring/Summer timeline is congruent with staff implementation availability.

Uses	2026	2027	2028	2029	2030	5-Year Total
Design	-	-	-	-	-	-
Prof. Services	$1,000,000	$300,000	$300,000	$300,000	$300,000	$2,200,000
Acquisition	-	-	-	-	-	-
Construction	-	-	-	-	-	-
Equipment	-	-	-	-	-	-
Contingency	-	-	-	-	-	-
Total Uses	**$1,000,000**	**$300,000**	**$300,000**	**$300,000**	**$300,000**	**$2,200,000**

Operating Cost Impact

The anticipated cost of the upgrade will exceed current software costs.

Owl Park Fence Replacement

Description

The project will first survey the western property line to ensure the boundary of City property is clearly marked. The existing wooden split rail fence along the western property line will be removed and a new wood fence will be installed in it's place that is stronger and more aesthetic.

Project Justification

The property line is unable to be field located by Staff, so a professional survey is required to ensure the new fence is built on City property. The existing fence is in poor condition due to old age and portions were burned by the Marshall Fire. It's overdue for replacement.

Strategic Plan Alignment

Strategic Priority: Core Services

Core Services are broad ranging with a focus on maintaining existing infrastructure and assets, including utilities, parks, open space, and sustainable asset management, as well as city communications.

How it aligns:

Fence replacement aligns with the maintenance of existing park assests as part of the Core Services priority.

Project Funding

Funding is requested as either a one-time supplement to the Park's fund or via addition to the 2026 Capital Projects Fund.

	2026	2027	2028	2029	2030	5-Year Total
Special Revenue Funds	-	-	-	-	-	-
Capital Fund	$18,700	-	-	-	-	$18,700
Enterprise Funds	-	-	-	-	-	-
Internal Service Funds	-	-	-	-	-	-
Total Sources	**$18,700**	**-**	**-**	**-**	**-**	**$18,700**

Project Cost Estimate and Timeline

In 2026 the western property line of Owl Park will be staked by a professional surveyor and the existing fence on the west side of Owl Park will be removed and replaced by a licensed contractor.

Uses	2026	2027	2028	2029	2030	5-Year Total
Design	-	-	-	-	-	-
Prof. Services	$3,500	-	-	-	-	$3,500
Acquisition	-	-	-	-	-	-
Construction	$15,200	-	-	-	-	$15,200
Equipment	-	-	-	-	-	-
Contingency	-	-	-	-	-	-
Total Uses	**$18,700**	**-**	**-**	**-**	**-**	**$18,700**

Operating Cost Impact

There will be no impacts to operating costs.

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Public Copier Replacement

Description

The project would be to replace the existing copier/printer in the library for the public with a new one. The current copier is old and vendors who have worked on it have commented on its age and how difficult it is to fix. It is time to get updated technology to make sure this important resource for the community continues to work.

Project Justification

Copying and printing services are used every day at the library. It's an incredibly important part of our daily services for many patrons. From printing resumes to copying important documents needed for legal purposes, access to inexpensive printing is essential for the community. If the copier were to break and we were without it for several weeks while creating a budget amendment and then waiting for shipping/installation, this would be a hardship for many community members. In 2024, patrons printed 56,699 pages, which was a 45% increase from the 38,905 pages printed in 2023. Being proactive and replacing it now, while it is old and having problems but is still working, will allow the public to have uninterrupted access to an important community good. Staff will also evaluate the option to move to a lease model for this equipment.

Strategic Plan Alignment

Strategic Priority: Core Services

Core Services are broad ranging with a focus on maintaining existing infrastructure and assets, including utilities, parks, open space, and sustainable asset management, as well as city communications.

How it aligns:

Access to printing is an EDI issue, as many people can't afford printing equipment at home. The library offers afforable copying and printing for everyone. Getting a new copier should also be more energy efficient, which will make it a more environmentally sustainable option.

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Project Funding

This project will be funded through the capital fund with no expected grants.

	2026	2027	2028	2029	2030	5-Year Total
Special Revenue Funds	-	-	-	-	-	-
Capital Fund	$20,000	-	-	-	-	$20,000
Enterprise Funds	-	-	-	-	-	-
Internal Service Funds	-	-	-	-	-	-
Total Sources	**$20,000**	**-**	**-**	**-**	**-**	**$20,000**

Project Cost Estimate and Timeline

This is to replace the existing public copier and printer in the library. The project would be expected to be completed completely in 2026, as early as possible as the existing copier is outdated and having maintenance issues.

Uses	2026	2027	2028	2029	2030	5-Year Total
Design	-	-	-	-	-	-
Prof. Services	-	-	-	-	-	-
Acquisition	-	-	-	-	-	-
Construction	-	-	-	-	-	-
Equipment	$20,000	-	-	-	-	$20,000
Contingency	-	-	-	-	-	-
Total Uses	**$20,000**	**-**	**-**	**-**	**-**	**$20,000**

Operating Cost Impact

There will be no impact on operating costs, as this is replacement of an existing machine.