



REQUEST FOR PROPOSAL

Playground Replacement at Memory Square Park

**A recommended pre-proposal meeting will be conducted on-site at:
1:00 PM MT on Thursday January 29th, 2026**

**Proposals should be submitted via email to the enclosed
Parks, Recreation & Open Space Department contact(s) no later than:
1:00 PM MT on Monday February 16th, 2026.**

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

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1.0 INVITATION TO BID

The City of Louisville (“the City”) is soliciting bids from qualified vendors and contractors (“Respondents”) to assist City staff with Playground Replacement at Memory Square Park through an integrated project delivery (design/build) agreement.

Digital copies of the Bidding Documents will be available after January 20th, 2026 through the department office, on-line via the Rocky Mountain Bid System and on the City’s website: <https://www.louisvilleco.gov/doing-business/bidding-opportunities-requests-for-proposals>

A recommended pre-proposal meeting will be held at Memory Square Park on Thursday January 29th at 1:00 PM MT. Bids will be accepted electronically by the department until 1pm MT on Monday February 16, 2026. See bidding documents for submission requirements and contact information.

2.0 PROJECT SUMMARY

Memory Square Park, two blocks west of Main Street in Downtown Louisville, is an existing multi-use park and playground adjacent to the city-owned Memory Square outdoor pool. The park is popular with residents given its central location and significant number of mature trees which offer shade in the warmer months.

The current play structures were installed around 2005 and are reaching end of life. The existing features include: two swing bays, a large composite structure with portions for ages 2-5 and 5-12, a smaller composite structure for ages 5-12 and a designated sand play area. The desired approach is to maintain the sand play area and all existing concrete curb walls while removing and replacing existing equipment and safety surfacing (EWF). We’re open to reusing the existing swing bays, if recommended.

The intent of the Request for Proposal is to solicit conceptual designs for new play equipment that can fit within the existing playground curb wall and meet an identified budget of \$275,000. As outlined below, input from staff and public will be used to select one design proposal as the award recommendation to City Council.

To keep the playground open during summer months and scheduled public events, the ideal construction completion timeframe is after school returns to session in mid-August but before year-end 2026.

3.0 SCOPE OF WORK

The selected respondent (or team) will work closely with City staff to deliver pre-construction design documentation and then furnish all materials, tools, equipment, labor and supervision needed to complete the work. The work includes all aspects of design, demolition, procurement, and construction to deliver a playground that passes inspection from a Certified Playground Safety Inspector (CPSI).

Scope of services should include:

- Regular communications with City staff throughout the project lifecycle, with frequency varying by project phase.
- Review of existing conditions, including a site visit(s) to confirm feasibility prior to the finalization of design.
- As part of this RFP submission, developing a minimum of one (1) and a maximum of three (3) conceptual design layouts for staff and public evaluation. Color rendering and/or digital 3-D modeling is preferred.
- Revision(s) to the awarded design/layout to incorporate staff and stakeholder input regarding the final equipment configuration, color scheme, etc.
- Timely procurement of all required materials, equipment and labor, including management of pre-construction deliveries and/or material storage, unless otherwise agreed upon.
- Completion of the following via self-performance and/or self-managed sub-contractors:
 - Locating existing underground utilities, as applicable
 - Securing the work area with a plan pre-approved by PROS Project Manager
 - Removal/hauling of existing engineered wood fiber (EWF) safety surfacing
 - Removal/hauling of existing playground equipment and materials
 - Repair and/or installation of sub-surface drainage, if needed. Note: For this park there is no documentation of sub-surface drain conditions. A new drainage system of piping, gravel and drywell is anticipated.
- Installation of new playground equipment per approved plans and specifications
- Installation of new safety surfacing (type to be determined based on submission and final budget but likely EWF)
- Compliance with all manufacturer and industry standards (CPSC, ASTM, etc.)
- Timely resolution of punch-list items as determined by CPSI and/or PROS Project Manager

4.0 ANTICIPATED SCHEDULE / KEY DATES

Daily Camera Submission.....	1/16/26
Rocky Mountain E- Purchasing Posting	1/16/26
First Publication	1/21/26
Second Publication.....	2/1/26
Optional Pre-Proposal Meeting.....	1 p.m. MT 1/29/26
Inquiry Deadline.....	1 p.m. MT 2/2/26
Inquiry Response Deadline	2/4/26
Proposals Due	1 p.m. MT 2/16/26
Proposal Review and Short-list	2/17/26
Public Voting Open	2/18/26
Advisory Board Packet Deadline.....	2/25/26
Review and Ranking by Parks and Public Landscape Advisory Board	3/4/26
Public Voting Close.....	3/5/26
Final Scoring Tabulation & Notice of Intent to Award.....	3/6/26
Final Design Completion	3/20/26
City Council Packet Submission	3/30/26
City Council Meeting	4/7/26
Notice of Award	4/8/26
Notice to Proceed, Bonds, Insurance, etc.	4/15/26
Construction.....	TBD 2026

5.0 SELECTION PROCESS AND CRITERIA

Following bid closing, City staff will review submissions based on the enclosed Evaluation Form (Exhibit C). Up to five (5) individual design submissions will be selected by staff as a short-list for ranking by the general public and the Parks & Public Landscaping Advisory Board (PPLAB). Combined rankings of Staff, PPLAB and the public will then be used to select one proposal as the recommendation for award by the City Council.

The following criteria will be used to evaluate all proposals:

- The criteria identified on the enclosed Evaluation Form (Exhibit C)
- The results of the public voting exercise
- The results of voting by the Parks & Public Landscape Advisory Board (PPLAB)
- The respondent's interest in the services which are the subject of this RFP, as well as their understanding of the scope of such services and the specific requirements of the

City of Louisville.

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

6.0 PERIOD OF SERVICE

The Respondent Team should be available to perform work per the above scheduled dates upon approval of their proposal. Any foreseen limitations and/or conflicts impacting the proposed project schedule should be addressed in the cover letter of the submission.

7.0 BUDGET, COMPENSATION & PAYMENT

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

8.0 STANDARD TERMS AND CONDITIONS

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

- The request for proposal is not an offer of contract. The provisions in the RFP and any purchasing policies or procedures of the City are solely for the fiscal responsibility of the City, and confer no rights, duties or entitlements to any party submitting proposals.
- The City of Louisville reserves the right to reject any and all proposals, to consider alternatives, to waive any informalities and irregularities, and to re-solicit proposals.

- The City of Louisville reserves the right to conduct such investigations of and discussions with those who have submitted proposals or other entities as they deem necessary or appropriate to assist in the evaluation of any proposal or to secure maximum clarification and completeness of any proposal.
- The City of Louisville assumes no responsibility for payment of any expenses incurred by any proponent as part of the RFP process.
- All submittals become the property of the City, a matter of public record and will not be returned. Proprietary information included in submittals must be clearly identified and will be protected, if possible. Unit pricing and total cost information will not be considered proprietary.
- The City has the right to use any or all ideas presented in response to this invitation to bid. Disqualification of the respondent does not eliminate this right. The City reserves the right to select the proposal that is most advantageous to the City, even if it is not the least expensive.
- No Bid may be withdrawn within a period of sixty (60) days after proposal submission deadline.
- The successful proposer shall be required to sign a contract with the City in a form provided by and acceptable to the City. The contractor shall be an independent contractor of the City. A sample contract is enclosed, see attached exhibits.
- As part of the contract agreement, respondents should be able to satisfy the following criteria:
 - Obtain a Performance Bond and Labor and Material Payment Bond, each with a value equal to 100% of the contract amount
 - Provide a Certificate of Insurance which names the City of Louisville, CO as additional insured. (See terms in attached Sample Agreement)
 - Possess, or obtain, a Class D (or higher) Contractor License with the City of Louisville, CO

9.0 REQUIRED SUBMITTALS

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

1. Letter of Interest
 - a. Provide a brief cover letter stating the Respondent's interest and reflecting an understanding of the proposed scope of services.
 - b. The letter must be signed by an authorized agent for the Respondent.
2. Capabilities & Experience
 - a. Provide a review of your qualifications and include three (3) examples of past or present work which best demonstrate your ability to successfully complete the proposed services.
 - b. Focus, to the greatest extent possible, on projects similar to the scope of services herein delivered within the past 5 years.
3. References
 - a. Provide three (3) Client references (including contact person and phone number) for projects of similar size/scope.
4. Required Forms
 - a. Signed Disclosure Statement (Exhibit A)
 - b. Signed Submission Form (Exhibit B) Please include a separate submission form for each design, not to exceed three (3) designs total.
5. Proposed Playground Designs
 - a. A minimum of one (1) and maximum of three (3) proposed design layouts.
 - b. Each layout should be accompanied by a unique copy of the enclosed Submission Form in Exhibit B.
 - c. Be sure to include your company name and a submission number (such as: Playground Company Name – Design #1) on all submitted drawings and/or renderings.

10.0 INQUIRIES

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

11.0 SUBMISSIONS & CONTACT INFORMATION

Proposals will be accepted until the **Proposal Deadline** listed in section 4 above. Late proposals will not be accepted. Please keep submissions to 10mb file size or less.

Proposals shall be submitted via email to the department contact(s) below:

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

12.0 LIST OF EXHIBITS

Exhibit A - Disclosure Statement
Exhibit B - Submission Form
Exhibit C - Short-list Evaluation Form
Exhibit D - Scoring Tabulation Form
Exhibit E - Site Drawing (CAD file available on Bidnet and via request)
Exhibit F - Sample Standard Agreement

EXHIBIT A - DISCLOSURE STATEMENT

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

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

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

☐

NO KNOWN RELATIONSHIPS EXIST

☐

RELATIONSHIP EXISTS (Please explain relationship)

I CERTIFY THAT:

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

Printed or Typed Name

Title

Signature

Date

EXHIBIT B - SUBMISSION FORM

PROJECT: Playground Replacement at Memory Square Park
OWNER: City of Louisville, Colorado

FIRM:

Submission DATE:

SUBMISSION #:

(such as "1 of 1" or "2 of 3")

EQUIPMENT VENDOR:

PROPOSED COMPLETION DATE:

(date when all work will be ready for inspection)

LINE	SERVICE ITEM	SERVICE FEE	NOTES
1	Pre-construction Services / Mobilization	\$	
2	Demolition / Hauling	\$	
3	Equipment (including installation)	\$	
4	Safety Surfacing (indicate type in notes)	\$	
5	Allowance - Drainage Repairs	\$	
6	Other:	\$	if applicable
	Total:	\$	sum of lines 1-6

SCHEDULE OF SUBCONTRACTORS (as applicable)	
Firm Name	Involvement (Demolition, Drainage, Installation, Other as noted)

SIGNATURE:

NAME:

TITLE:

EXHIBIT C - Evaluation Form

PROJECT: Playground Replacement at Memory Square Park
OWNER: City of Louisville, Colorado

FIRM:

SUBMISSION #: (such as "1 of 1" or "2 of 3")

EQUIPMENT VENDOR:

PROPOSED COMPLETION DATE: (date when all work will be ready for inspection)

Required Minimum Criteria	Yes/No
Provides three (3) examples of similar projects	
Provides signed disclosure statement	

ITEM	SCORE	NOTES
Completeness (5 points)		
The clarity and relevance of the submitted proposal.		
Qualifications (10 points)		
The demonstrated ability of the firm(s) to provide quality services related to the scope of the project, including industry reputation.		
Cost & Value (10 points)		
The alignment of the cost proposal with the identified budget and the reviewer's perception of value (i.e. bang for the buck) from the prosposed improvements.		
Aesthetics & Innovation (10 points)		
The visual quality of the proposed design and novelty of the proposed play features relative to other offerings currently available in the City/area.		
Timeframe (5 points)		
The proposed completion timeframe relative to the desired dates.		
Overall Impression (10 points)		
A general sense of excitement and/or support for the proposal.		
Total (50 points possible)		

Reviewed by:

EXHIBIT D - Scoring Tabulation

PROJECT: Playground Replacement at Memory Square Park
OWNER: City of Louisville, Colorado

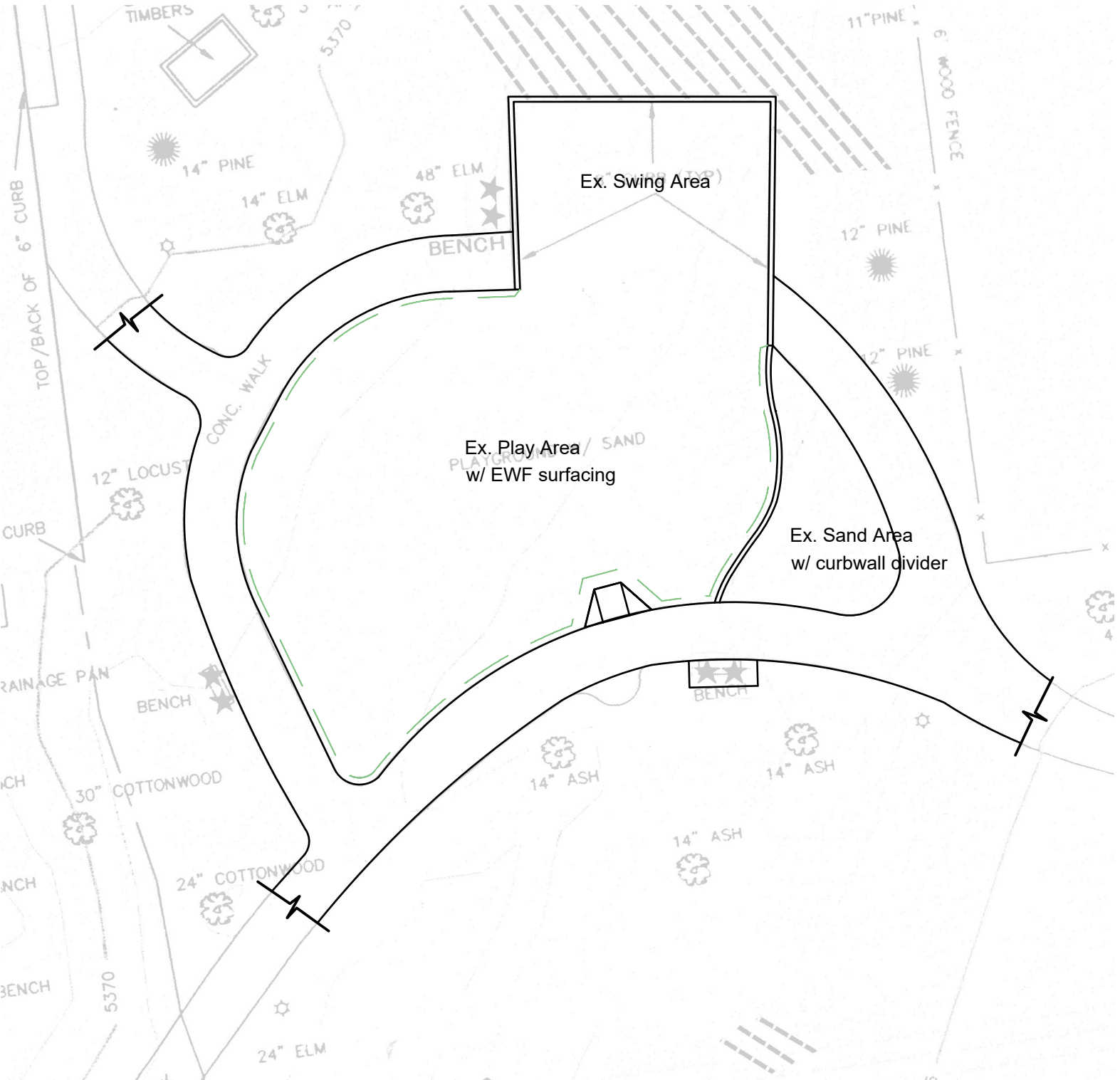
*Individual scores within each group will be aggregated to produce an overall group ranking. The three group rankings will then be assigned a points score and combined to determine the overall result.

Points Score by Ranking: First=50 points Second=40 points Third=30 points Fourth=20 points Fifth=10

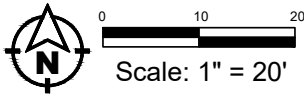
GROUP SCORING RESULTS*					
Submission	Staff	PPLAB	Public Vote	Overall Score	Overall Rank
Short-List Design A				0	1
Short-List Design B				0	1
Short-List Design C				0	1
Short-List Design D				0	1
Short-List Design E				0	1

Play Area Layout

Memory Square Park - Louisville, CO



- Notes:
- 1) Linework shown is drafted from an image underlay of a previous survey and subject to field verification prior to installation.
 - 2) Proposed designs are suggested to respect the 12" perimeter buffer (dashed green line) to alleviate potential impacts which may result from minor discrepancies between drawings and existing as-built conditions.
 - 3) AutoCAD (.dwg) file is available via BidNet or by request to the PROS Project Manager.



AGREEMENT

THIS AGREEMENT is made and entered into this _____ in the year **2026** by and between:

CITY OF LOUISVILLE, COLORADO
(hereinafter called OWNER)

and

(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: Playground equipment replacement at _____

ARTICLE 2. CONTRACT TIMES

- 2.1 The CONTRACTOR shall substantially complete all work within _____ **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 _____ **and 00/100 dollars (\$____.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.

PROJECT: Playground equipment renovation at _____

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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 _____ and 00/100 dollars (\$000,000.00) set forth in the Cost Proposal of the CONTRACTOR dated _____.

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.

PROJECT: Playground equipment renovation at _____

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- 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 Submission Form
 - 6.2.2 Disclosure Statement (Anti-Collusion Affidavit)
- 6.3 Project Specifications
 - 6.3.1 General Conditions
 - 6.3.3 Supplementary Conditions
 - 6.3.3 General Requirements
 - 6.3.4 Technical Specifications
- 6.4 Drawings with each sheet bearing the title: _____
- 6.5 Other documents which may be required or specified including:
 - 6.5.1 Addenda No. 0 to 0 exclusive
 - 6.5.2 Notice of Award
 - 6.5.3 Performance Bond
 - 6.5.4 Labor and Material Payment Bond
 - 6.5.5 Certificates of Insurance
 - 6.5.6 Notice to Proceed
 - 6.5.7 Change Order
 - 6.5.8 Field Order
 - 6.5.9 Work Change Directive
 - 6.5.10 Application for Payment
 - 6.5.11 Contractor Proposal Request
 - 6.5.12 Contractor Overtime Request
 - 6.5.13 Certificate of Substantial Completion
 - 6.5.14 Claim Release
 - 6.5.15 Claim Release for Subcontractors
 - 6.5.16 Final Inspection Report
 - 6.5.17 Certificate of Final Completion
 - 6.5.18 Guarantee Period Inspection Report
- 6.6 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

PROJECT: Playground equipment renovation at _____

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supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.

6.7 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 _____, **2026**.

**OWNER: CITY OF LOUISVILLE,
COLORADO**

CONTRACTOR: _____

By: _____
Christopher Leh, Mayor

By: _____
NAME, TITLE

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest: _____
Genny Kline, City Clerk

Attest: _____

Name: _____ Title: _____

Address for giving notices:

749 Main Street
Louisville, Colorado
80027

Address for giving notices:

Street Address
City, State
Zip code

Attention: Project Manager - PROS

Attention: _____

PROJECT: Playground equipment renovation at _____

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