

Louisville Revitalization Commission

**Monday, December 9, 2019
Library Meeting Room
951 Spruce Street, Louisville CO 80027
7:30 AM**

- I. Call to Order
- II. Roll Call
- III. Approval of Agenda
- IV. Approval of November 18, 2019 Meeting Minutes
- V. Public Comments on Items Not on the Agenda (Limit to 3 Minutes)
- VI. Reports of Commission
- VII. Business Matters of Commission
 - a. Presentation on HW 42 and Short Street Improvements
 - b. Discussion/Direction LRC 2020 Work Plan
 - c. Items for Next Regular Meeting January 13, 2020, 7:30 am Library Meeting Room
- VIII. Commissioners' Comments
- IX. Adjourn

Louisville Revitalization Commission

Minutes

**Monday, November 18, 2019
Louisville Public Library
Library Conference Room
951 Spruce Street (NW entrance)**

Call to Order – Chair Steve Fisher called the meeting to order at 7:30 am in the Louisville City Library at 951 Spruce Street, Louisville, CO.

Commissioners Present: Chair Steve Fisher
Alexis Adler
Debra Baskett
Rich Bradfield
Alex Gorsevski
Bob Tofte

Staff Present: Heather Balser, City Manager
Kevin Watson, Finance Director
Stan Zemler, Interim Economic Development Director
Rob Zuccaro, Planning and Building Safety Director
Kathleen Kelly, Attorney to the City of Louisville
Dawn Burgess Executive Assistant to the City Manager

Others Present: Chief John Willson, Chris Schmidt

Approval of Agenda
Approved as presented

Approval of October 14, 2019 Minutes:
Approved as presented

Public Comments on Items Not on the Agenda

Reports of Commission

None

Business Matters of Commission

- **Resolution No. 19-02 Adopting the Annual Budget and Appropriating Expenditures for Fiscal Year 2020 for the Louisville Revitalization Commission**

Finance Director Kevin Watson said there was one small change to the budget that was previously discussed and that is the amount of interest paid on bonds. After discussion with bond counsel, it was agreed that principal of \$206K will be paid. This was a very minor change. This was approved by City Council. Motion to adopt the 2020 budget was made by Commissioner Adler. Motion was seconded by Commissioner Tofte. All Commissioners were in favor. Approved.

- **Resolution No. 19-03 – Approving a Property Tax Rebate Agreement with 712 Main Street LLC and 722 Main Street LLC**

Finance Director Watson said Council wants the base valuation within the rebate calculation to be adjusted for an estimated increase due to the biennial reassessment years. Rebate projections that were approximately \$923,000 have been adjusted down to approximately \$848,000.

Commissioner Baskett said she, Chair Fisher and Commissioner Adler attended the Council meeting in support of the Resolution. Neighbors of the property also spoke in favor.

Chair Fisher made a motion to approve the Resolution. Commissioner Adler seconded the motion.

Chair Fisher – yes

Commissioner Adler – yes

Commissioner Baskett – yes

Commissioner Bradfield – no

Commissioner Grosevski – yes

Commissioner Tofte – yes

Commissioner Bradfield feels this is a subsidy for an office building. In terms of visionary use, this will be marginally more attractive but no real change and should not be subsidized.

- **Approval of Bylaws Amendments Regarding Regular Meeting Date and Time, Commission Checks and Personnel of the Commission**

City Attorney Kelly said there were some minor changes and clarifications to the LRC Bylaws:

The LRC can set its meeting schedule at the first meeting of each year

Process of paying expenses was clarified

Clarified that the City Manager is the Director of the LRC

Commissioner Baskett moved to approve the changes to the bylaws.

Commissioner Tofte seconded the motion

All approved.

- **Items for Next Regular Meeting December 9, 2019**

Workplan discussion – Commissioner will send items to City Manager Balsler for possible projects and consideration

Parcel O – GDP amendment before planning commission – allowing for entertainment uses and additional density for retail uses.

DELO – ownership being sorted out. Several property tax delinquencies.

Request for TIF for downtown.

Commissioners Comments:

City Manager Balsler said there will be a meet and greet with the new Economic Vitality Director in December and an invitation will be sent to Commissioners.

Commissioner Adler participated in site visit to Nawatny Ridge. Worthwhile and happy to have more understanding. There will be more opportunities for tours.

Commissioner Tofte was thrilled to see something happening at Short St. Staff is pushing CDOT. City Manager Balsler will send updated plan and put this item on next agenda.

Undergrounding of power lines on Hwy 42? City Manager will check with Public Works.

Commissioner Bradfield encourages LRC to tour Nawatny Ridge. City Manager Balsler will send tour dates once provided by developers.

Commissioner Baskett has visited the site. Visited Leadville – saw microfleece operation. Very exciting use. She wonders what the scope of the LRC is. City Manager Balsler suggested adding this to the workplan.

Adjourn: The meeting adjourned at 7:56 am.

SUBJECT: PRESENTATION ON HW 42 AND SHORT STREET IMPROVEMENTS

DATE: DECEMBER 9, 2019

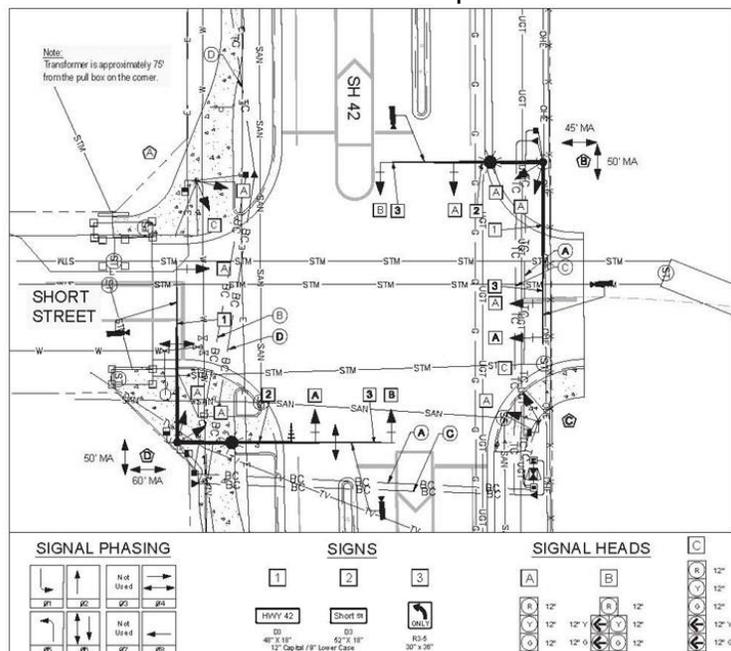
**PRESENTED BY: HEATHER BALSER, LOUISVILLE CITY MANAGER
MEGAN PIERCE, ECONOMIC VITALITY DIRECTOR
KURT KOWAR, PUBLIC WORKS AND UTILITIES DIRECTOR**

SUMMARY:

The 2011 State Highway 42 PEL included a traffic signal at SH 42 and Short Street, which was determined necessary for developments on both sides of the corridor and downtown access. The City has been working since early 2018 on the installation of the traffic signal, and the project is now under construction.

The City recently appointed Golden-based GoodLand Construction to undertake the improvements at the intersection of State Highway 42 and Short Street. Construction began in October, and will continue through the winter and spring. The project is scheduled for completion in spring/summer 2020. The construction will require the lanes on SH42 and Short Street to be shifted at various points although no complete lane closures are anticipated.

The improvements include medians, new curb and gutter, sidewalks and pedestrian crossing access, signal posts, arms and heads, utility location/relocation, and signage. Below is a design schematic of the intersection improvements that will be installed.



The roadway improvements and traffic signal form part of the Hwy 42 Gateway Plan, which also included the South Street pedestrian underpass that opened in 2017. The two projects together provide connectivity from the west side of SH 42 to Main Street Louisville. The \$2.5 million construction project is funded jointly through City, the Colorado Department of Transportation, and Boulder County.

At this time, the City has received CDOT approvals for the installation of all infrastructure and geometric intersection improvements. Staff continues to work with CDOT on the final approval of the signal. CDOT has granted approval for the signal once further commercial/retail construction breaks ground on SH 42 and Short Street, and staff will continue to pursue full operation of the signal as soon as the installation is complete (vs. waiting until a project is underway).

BACKGROUND:

The project was determined necessary to accommodate new development between SH 42 and Main Street in downtown Louisville. High traffic volumes on SH 42, particularly during peak travel times, makes for challenging and unsafe turns into and out of the development.

In addition, the intersection improvements will create a fourth leg at the intersection into the Louisville Sports Complex/Future Lafayette Ball Fields. While traffic on Short St. crossing SH 42 to access the fields is expected to be light most days, during weekends, evenings and special events the Sports Complex could see a sizable amount of traffic entering and exiting the west leg. Left turns could be difficult at this location if special events overlap with peak hour traffic. The SH 42 and Short Street intersection will play a key role in connectivity across SH 42 and into downtown Louisville, as indicated in the City's Transportation Master Plan.

CP1 & 2: SH 42 / S 96th Street, Cont.

Figure 4.10 S. 96th St



- A** Expand SH 42/S 96th Street to include two lanes in each direction, plus turn lanes at intersections.
- B** Add Short Street signal to provide better access to DELO.
- C** South or Short Street underpass connection to 12' paved Open Space trail.
- D** Consider current and future multi-modal needs during future bridge improvements.
- E** Planned Open Space trail to provide bike access to CTC, the former Storage Tek campus, and other regional trails.

ATTACHMENTS:

- 1) Packet and contract for SH 42 and Short Street improvements

- SUBJECT: APPROVAL OF STATE HIGHWAY 42 AND SHORT STREET GEOMETRIC IMPROVEMENTS PROJECT**
- i. AWARD BID FOR STATE HIGHWAY 42 AND SHORT STREET GEOMETRIC IMPROVEMENTS PROJECT**
 - ii. APPROVE A CONTRACT AMENDMENT BETWEEN THE CITY OF LOUISVILLE AND SUSTAINABLE TRAFFIC SOLUTIONS FOR THE STATE HIGHWAY 42 AND SHORT STREET GEOMETRIC IMPROVEMENTS PROJECT**
 - iii. APPROVE A CONTRACT BETWEEN THE CITY OF LOUISVILLE AND MICHAEL BAKER INTERNATIONAL FOR THE STATE HIGHWAY 42 AND SHORT STREET GEOMETRIC IMPROVEMENTS PROJECT**

DATE: JULY 23, 2019

PRESENTED BY: KURT KOWAR, PUBLIC WORKS

SUMMARY:

Staff recommends approval of a construction contract with Goodland Construction (Goodland), a contract amendment to the existing consultant contract with Sustainable Traffic Solutions (STS), and a construction management contract with Michael Baker International for the State Highway 42 and Short St. Geometric Improvements Project.

Staff advertised the subject project on May 16, 2019. Bids received are as follows:

Goodland	**\$2,496,096.00
Defalco	\$2,623,800.00
Noraa	\$3,613,786.60

** Actual bid of \$2,497,308.

The Goodland bid contained a math error however Goodland is still the low bid at \$2,497,308. CDOT has reviewed the bids and provided concurrence to award. Staff recommends approval of a contract with Goodland per their low bid of \$2,497,308. In addition, Staff is requesting approval of 10% contingency funds in the amount of \$249,730. This is a standard contingency amount and appropriate for a construction contract being awarded for construction.

SUBJECT: STATE HIGHWAY 42/SHORT STREET GEOMETRIC IMPROVEMENTS**DATE: JULY 23, 2019****PAGE 2 OF 5****FISCAL IMPACT:**

The funding breakdown included in the recent budget amendment was as follows with an approved budget amendment of \$645,000.

Project Budget	Account	Amount
2015 Budget	301499-660079 (301312-660079)	\$500,000.00
2016 Budget	301312-660222	\$1,500,000.00
Budget Amendments	301312-660222	\$1,379,310.00
Approved 2019 Budget Amendment		\$645,000.00
Total Funding		\$4,024,310.00
Faster Funds		\$500,000.00
Boulder County IGA Reimbursement		\$1,000,000.00
Net City Costs		\$2,524,310.00
Project Expenditures		
Consultant Contract and Addendums		\$723,793.09
Miscellaneous Fees.		\$73,990.59
Construction Contract with 10% Contingency (Estimate)		\$2,844,684.10
Consultant Addendum (Estimate)		\$120,000.00
Construction Management (Estimate)		\$260,000.00
Total Costs (Estimate)		\$ 4,022,467.78

Staff Recommended:

The funding breakdown based on **actual bids** is as follows.

2019 Project Budget	Account	Amount
SH 42 Corridor Improvements	301312-660222	\$3,224,684.10
2019 Project Expenditures		
Construction Contract	301312-660222	\$2,497,308.00
10% Contingency		\$249,730.00
Construction Administration (STS Addendum)		\$4,529.00
Construction Management (Michael Baker)		\$232,795.00
Total Construction Costs		\$2,984,362.00
Remaining		\$240,322.10

BOULDER COUNTY IGA:

On May 7, 2019, Council approved an IGA with Boulder County that will provide up to \$1.8 million in Transportation Sales tax funds as local match for two projects on SH 42. Boulder County will contribute up to \$850,000 towards the construction of the SH 42 Underpass and up to \$1,000,000 towards the construction of the SH 42 and Short St. Geometric Improvements on a reimbursement basis.

CONSULTANT ADDENDUM:

On November 3, 2015, Council approved a contract with KDG for geometric design improvements of State Highway 42 and Short Street. Much of the consultant's budget was used for re-designs based on CDOT and City Council direction, however there are sufficient funds remaining in the KDG contract to cover construction administration services.

On November 3, 2015, City Council approved a contract amendment with STS for design services related to installation of a traffic signal for State Highway 42 and Short Street. Much of the consultant's budget was used for re-designs based on CDOT and City Council direction. The requested consultant addendum of \$4,529.00 will fund construction administration services if needed.

CONSTRUCTION MANAGEMENT:

CDOT will not permit the City to use KDG as both the design consultant and the construction management consultant due to conflict of interest regulations. In 2018, Staff requested proposals from consultants for construction management services which consists of daily on-site inspections, coordination with contractors, coordination with affected businesses, material testing per CDOT requirements, material documentation per CDOT requirements, and documentation close out with CDOT.

Staff received and reviewed seven proposals. The selection committee evaluated the proposals based on knowledge, cost, experience with similar projects and understanding of the scope. Based on these review criteria, Staff ranked Michael Baker first. The selected consultant is not the low bidder; however, Michael Baker has the best understanding of the scope including time commitments for inspections with realist costs for management and documentation of a CDOT administered project. Michael Baker also provided construction management services for the federally funded County Road Bridge Replacement project.

SUBJECT: STATE HIGHWAY 42/SHORT STREET GEOMETRIC IMPROVEMENTS**DATE: JULY 23, 2019****PAGE 4 OF 5**

Consultant	Proposal Fee	Ranking	RFP Score
FHU	\$240,500		24
Atkins	\$180,280	2	33.2
JR Engineering	\$270,786		30.3
Loris (Otak)	\$284,447	3	32
Benesch	\$289,850		31.2
Michael Baker	\$289,919	1	34.3
Ground	\$184,360		30

The construction management proposal fees were based on the original scope which included a full traffic signal and medians. The Michael Baker contract included in this council communication for approval is based on the reduced scope with only partial traffic signal construction (poles only) and no medians at a cost of \$232,795.00.

SCHEDULE:

Construction will begin in September of 2019 and continue thru spring of 2020.

PROGRAM/SUB-PROGRAM IMPACT:

The recommended contracts support the Transportation-Planning and Engineering goal of implementing the SH 42 Plan.

RECOMMENDATION:

Staff recommends City Council award the SH 42 and Short St. Geometric Improvements Project to Goodland Construction per their bid of \$2,497,308.00, authorize staff to execute change orders up to \$249,730.00 as a 10% project contingency, and authorize the Mayor, City Manager, Public Works Director and City Clerk to sign and execute contract documents on behalf of the City.

Staff recommends City Council approve the contract amendment with Sustainable Traffic Solutions, Inc. for \$4,529.00 for construction administration services.

Staff recommends City Council approve a contract to Michael Baker International per their proposal fee of \$232,795.00 and authorize the Mayor, Public Works Director and City Clerk to sign and execute contract documents on behalf of the City.

The remaining budget of \$240,322.10 may be used for additional design, traffic signal equipment purchase, and construction management if approval of traffic signal installation can be secured from CDOT during the course of the project construction.

ATTACHMENT(S):

1. Construction Contract
2. STS Addendum
3. Michael Baker Contract

STRATEGIC PLAN IMPACT:

<input type="checkbox"/>	 Financial Stewardship & Asset Management	<input checked="" type="checkbox"/>	 Reliable Core Services
<input type="checkbox"/>	 Vibrant Economic Climate	<input type="checkbox"/>	 Quality Programs & Amenities
<input type="checkbox"/>	 Engaged Community	<input type="checkbox"/>	 Healthy Workforce
<input type="checkbox"/>	 Supportive Technology	<input type="checkbox"/>	 Collaborative Regional Partner

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____ in the year 2019 by and between:

**CITY OF LOUISVILLE, COLORADO
(hereinafter called OWNER)**

and

**GOODLAND CONSTRUCTION. INC.
(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: SH 42 AND SHORT ST. GEOMETRIC IMPROVEMENTS
FEDERAL AID PROJECT NUMBER: FSA 042A-007
OWNER: CITY OF LOUISVILLE, COLORADO

ARTICLE 2. CONTRACT TIMES

The CONTRACTOR shall substantially complete all work by _____ 2020 and within **130 Working Days** after the date when the Contract Time commences to run. The Work shall be completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within **150 Working Days** after the date when the Contract Times commence to run. The Contract Times shall commence to run on the day indicated in the Notice to Proceed.

- 2.1 **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 **THIRTEEN HUNDRED DOLLARS (\$1,300)** for each and every **Calendar 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 two million four hundred ninety seven thousand three hundred and eight dollars (\$2,497,308) as set forth in the Bid Form of the CONTRACTOR dated June 11, 2019.

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

ARTICLE 4. PAYMENT PROCEDURES

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

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

4.1.1.1 Prior to Substantial Completion, progress payments will be made in the amount equal to 90 percent of the completed Work, and/or 90 percent of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in 14.2 of the General Conditions), but in each case, less the aggregate of payments previously made and such less amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

If Work has been 50 percent completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER, OWNER may determine that as long as the character and progress of the Work remain satisfactory to them and no claims have been made by Subcontractors or material suppliers for unpaid work or materials, there will be no additional retainage on account of Work completed in which case the remaining progress payments prior to Substantial Completion may be in an amount equal to 100 percent of the Work completed.

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

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

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS

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

- 5.1 CONTRACTOR has examined and carefully studied the Contract Documents, (including the Addenda listed in paragraph 6.10) and the other related data identified in the Bidding Documents including "technical".
- 5.2 CONTRACTOR has inspected the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 5.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and furnishing of the Work.
- 5.4 CONTRACTOR has carefully studied all reports of exploration and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions relating to surface or subsurface structures at or contiguous to the site (Except Underground facilities) which have been identified in the General Conditions as provided in paragraph 4.2.1 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph 4.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to such reports, drawings or to Underground Facilities at or contiguous to the site. CONTRACTOR has conducted, obtained and carefully studied (or assume responsibility for having done so) all necessary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 5.5 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.
- 5.6 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 5.7 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests studies and data with the Contract Documents.

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

ARTICLE 6. CONTRACT DOCUMENTS

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

- 6.1 Invitation to Bid.
- 6.2 Instruction to Bidders.
- 6.3 Bid Form.
- 6.4 This Agreement.
- 6.5 General Conditions.
- 6.6 Supplementary Conditions.
- 6.7 Project Special Provisions
- 6.8 Standard Special Provisions.
- 6.9 Drawings with each sheet bearing the title: **SH 42 AND SHORT ST. GEOMETRIC IMPROVEMENTS.**
- 6.10 City of Louisville Design and Construction Standards
- 6.11 Colorado Department of Transportation's 2017 Standard Specifications for Road and Bridge Construction
- 6.12 Colorado Department of Transportation's 2012 Standard Plans "M & S Standards"
- 6.13 Change Orders, Addenda and other documents which may be required or specified including:
 - 6.10.1 Addenda No. 0 to 1 exclusive
 - 6.10.2 Documentation submitted by CONTRACTOR prior to Notice of Award.
 - 6.10.3 Schedule of Subcontractors
 - 6.10.4 Anti-Collusion Affidavit
 - 6.10.5 Contractor's Pre-Contract Certification Regarding Employing Illegal Aliens
 - 6.10.6 Bidders List Data and Underutilized DBE (UDBE) Bid Conditions Assurance
 - 6.10.7 Acceptance of Fuel Costs Adjustments
 - 6.10.8 Contractors Performance Capability Statement
 - 6.10.9 Assignment of Antitrust Claims
 - 6.10.10 Certificate of Proposed UDBE Participation
 - 6.10.11 UDBE Good Faith Effort Documentation
 - 6.10.12 Notice of Award

- 6.10.13 Performance Bond
- 6.10.14 Labor and Material Payment Bond
- 6.10.15 Certificates of Insurance
- 6.10.16 Notice to Proceed
- 6.10.17 Contractor's Proposal Request
- 6.10.18 Contractor's Overtime Request
- 6.10.19 Field Order
- 6.10.20 Work Change Directive
- 6.10.21 Change Order
- 6.10.22 Application for Payment
- 6.10.23 Certificate of Substantial Completion
- 6.10.24 Claim Release
- 6.10.25 Final Inspection Report
- 6.10.26 Certificate of Final Completion
- 6.10.27 Required Project Forms

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

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

1. Permits from other agencies as may be required.
2. Special Provisions (Project then Standard) and Detailed 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. Colorado Department of Transportation's 2017 Standard Specifications for Road and Bridge Construction
7. City of Louisville Design and Construction Standards.

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 _____, 2019

**OWNER: CITY OF LOUISVILLE,
COLORADO**

**CONTRACTOR: GOODLAND CONSTRUCTION
INC.**

By: _____
Robert Muckle, Mayor

By: _____

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest: _____
Meredyth Muth, City Clerk

Attest: _____

Address for giving notices:

Address for giving notices:

749 Main Street
Louisville, Colorado
80027

Attention: City Engineer

EXHIBIT C

Addendum No. 2 to Service Agreement

This Addendum to that certain Services Agreement dated April 16, 2013 is made effective as of July 23, 2019, by and between the undersigned parties. The Addendum immediately preceding this Addendum was dated July 6, 2017.

1. Services to be provided: Construction Administration.
2. Fees: \$4,529.00
3. Schedule: Thru Dec. 31, 2020.

CITY OF LOUISVILLE
749 Main Street
Louisville, CO 80027

By: _____
Robert P. Muckle, Mayor

Attest: _____
Meredyth Muth, City Clerk

Company: Sustainable Traffic Solutions, Inc.

Address: 823 West 124th Drive

Westminster, CO 80234

By: _____

Attest: _____



Sustainable Traffic Solutions

Joseph L. Henderson PE, PTOE
Traffic Engineer / Principal

July 1, 2019

Ms. Joliette Woodson, PE
Engineer III
City of Louisville
749 Main Street
Louisville, CO 80027

RE: Proposal to Provide Construction Administration Services for the SH 42 / Short Street Project

Dear Joliette,

Based on your request, STS is providing this proposal for construction administration services to support the SH 42 / Short Street project.

Scope of Work

- 1. Meetings with the Contractor.** STS will meet with the contractor on-site to review the project and to answer questions posed by the contractor. Two site visits are included in the fee estimate. Meeting minutes will be prepared and distributed following each meeting.
- 2. Respond to Questions.** STS will respond to questions posed by the contractor and City. Eight hours are included in the fee estimate.
- 3. Update the Signal Design.** STS will update the signal design to include the additional items necessary to signalize the intersection. Considering that the design has previously been approved by CDOT, there are no meetings included in this task.

Deliverables

STS will deliver minutes and plans in pdf format.

Estimated Fee

The work described in the proposal will be invoiced on a time and materials basis at an amount not to exceed \$4,529.00.

We look forward to working with you on this project. Please contact Joe at 303.589.6875 or at joe@sustainabletrafficsolutions.com with questions.

Sincerely,

SUSTAINABLE TRAFFIC SOLUTIONS, INC.

Julia B. Henderson
President
Short Street Construction Administration Proposal

Joseph L. Henderson, PE, PTOE
Project Manager / Principal

**INDEPENDENT CONTRACTOR AGREEMENT
BY AND BETWEEN THE CITY OF LOUISVILLE
AND MICHAEL J. BAKER, JR., INC.
FOR PROFESSIONAL SERVICES**

1.0 PARTIES

This INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 20__ (the "Effective Date"), by and between the **City of Louisville**, a Colorado home rule municipal corporation, hereinafter referred to as the "City", and Michael J. Baker, Inc., a Pennsylvania corporation, hereinafter referred to as the "Contractor".

2.0 RECITALS AND PURPOSE

- 2.1 The City desires to engage the Contractor for the purpose of providing professional construction management and inspection services as further set forth in the Contractor's Scope of Services (which services are hereinafter referred to as the "Services").
- 2.2 The Contractor represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

The Contractor agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. Contractor shall furnish all tools, labor and supplies in such quantities and of the proper quality as are necessary to professionally and timely perform the Services. Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the City.

4.0 COMPENSATION

- 4.1 The City shall pay the Contractor for Services under this Agreement a total not to exceed the amounts set forth in Exhibit "A" attached hereto and incorporated herein by this reference. For Services compensated at hourly or per unit rates, or on a per-task basis, such rates or costs per task shall not exceed the amounts set forth in Exhibit A. The City shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.), unless such expenses are (1) clearly set forth in the Scope of Services, and (2) necessary for performance of the Services ("Pre-Approved Expenses"). The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Contractor's efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside Contractor fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No City employee has the authority to bind the City with regard to any payment for any Services which exceeds the amount payable under the terms of this Agreement.
- 4.2 The Contractor shall submit monthly an invoice to the City for Services rendered and a detailed expense report for Pre-Approved Expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other

information as may be required by the City. The Contractor shall provide such additional backup documentation as may be required by the City. The City shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5.0 PROJECT REPRESENTATION

- 5.1 The City designates Joliette Woodson as the responsible City staff to provide direction to the Contractor during the conduct of the Services. The Contractor shall comply with the directions given by Joliette Woodson and such person's designees.
- 5.2 The Contractor designates Jeffrey Meyer as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, particularly Jeffrey Meyer, and such replacement require the City or the Contractor to undertake additional reevaluations, coordination, orientations, etc., the Contractor shall be fully responsible for all such additional costs and services.

6.0 TERM

- 6.1 The term of this Agreement shall be from the Effective Date to December 31, 2020, unless sooner terminated pursuant to Section 13, below. The Contractor's Services under this Agreement shall commence on [(the Effective Date) or (on another date desired by the City, after the Effective Date)] and Contractor shall proceed with diligence and promptness so that the Services are completed in a timely fashion consistent with the City's requirements.
- 6.2 Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the City under this Agreement are subject to annual budgeting and appropriation by the Louisville City Council, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

7.0 INSURANCE

- 7.1 The Contractor agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of Services hereunder. The required coverages are:
 - 7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.

- 7.1.2 General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 aggregate. The policy shall include the City of Louisville, its officers and its employees, as additional insureds, with primary coverage as respects the City of Louisville, its officers and its employees, and shall contain a severability of interests provision.
- 7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than \$400,000 per person in any one occurrence and \$1,000,000 for two or more persons in any one occurrence, and auto property damage insurance of at least \$50,000 per occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the Services. If the Contractor has no owned automobiles, the requirements of this paragraph shall be met by each officer or employee of the Contractor providing services to the City of Louisville under this contract.
- 7.2 The Contractor's general liability insurance and automobile liability and physical damage insurance shall be endorsed to include the City, and its elected and appointed officers and employees, as additional insureds, unless the City in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Contractor. Such policies shall contain a severability of interests provision. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.
- 7.3 Certificates of insurance shall be provided by the Contractor as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- 7.4 Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.
- 7.5 The parties understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

8.0 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the City, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the Services hereunder, if such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Contractor shall further bear all other costs and expenses incurred by the City or Contractor and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Contractor. The City shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City.

9.0 QUALITY OF WORK

Contractor's Services shall be performed in accordance with the highest professional workmanship and service standards in the field to the satisfaction of the City.

10.0 INDEPENDENT CONTRACTOR

It is the expressed intent of the parties that the Contractor is an independent contractor and not the agent, employee or servant of the City, and that:

- 10.1. **CONTRACTOR SHALL SATISFY ALL TAX AND OTHER GOVERNMENTALLY IMPOSE RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, WORKERS' COMPENSATION AND SELF-EMPLOYMENT TAXES. NO STATE, FEDERAL OR LOCAL TAXES OF ANY KIND SHALL BE WITHHELD OR PAID BY THE CITY.**
- 10.2. **CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS EXCEPT AS MAY BE PROVIDED BY THE INDEPENDENT CONTRACTOR NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONTRACTOR OR SOME ENTITY OTHER THAN THE CITY.**
- 10.3. Contractor does not have the authority to act for the City, or to bind the City in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the City.
- 10.4. Contractor has and retains control of and supervision over the performance of Contractor's obligations hereunder and control over any persons employed by Contractor for performing the Services hereunder.
- 10.5. The City will not provide training or instruction to Contractor or any of its employees regarding the performance of the Services hereunder.

- 10.6. Neither the Contractor nor any of its officers or employees will receive benefits of any type from the City.
- 10.7. Contractor represents that it is engaged in providing similar services to other clients and/or the general public and is not required to work exclusively for the City.
- 10.8. All Services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the proper and sole performance thereof.
- 10.9. Contractor will not combine its business operations in any way with the City's business operations and each party shall maintain their operations as separate and distinct.

11.0 ASSIGNMENT

Contractor shall not assign or delegate this Agreement or any portion thereof, or any monies due to or become due hereunder without the City's prior written consent.

12.0 DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

13.0 TERMINATION

- 13.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.
- 13.2 In addition to the foregoing, this Agreement may be terminated by the City for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Contractor will be paid for the reasonable value of the Services rendered to the date of termination, not to exceed a pro-rated daily rate, for the Services rendered to the date of termination, and upon such payment, all obligations of the City to the Contractor under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14.0 INSPECTION AND AUDIT

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

15.0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the City in performance of the Services are and shall remain the sole

and exclusive property of the City. All such materials shall be promptly provided to the City upon request therefor and at the time of termination of this Agreement, without further charge or expense to the City and in hardcopy or an electronic format acceptable to the City, or both, as the City shall determine. Contractor shall not provide copies of any such material to any other party without the prior written consent of the City. Contractor shall not use or disclose confidential information of the City for purposes unrelated to performance of this Agreement without the City's written consent.

16.0 ENFORCEMENT

- 16.1 In the event that suit is brought upon this Agreement to enforce its terms, the parties shall each bear and be responsible for their own attorneys' fees and court costs.
- 16.2 This Agreement shall be deemed entered into in Boulder County, Colorado, and shall be governed by and interpreted under the laws of the State of Colorado. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the courts of Boulder County or the federal district court for the District of Colorado, and in no other court. [If out of state contractor: Contractor hereby waives its right to challenge the personal jurisdiction of the courts of Boulder County and the federal district court for the District of Colorado over it.] Colorado law shall apply to the construction and enforcement of this Agreement.

17.0 COMPLIANCE WITH LAWS; WORK BY ILLEGAL ALIENS PROHIBITED

- 17.1 Contractor shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.
- 17.2 Exhibit B, the "City of Louisville Public Services Contract Addendum-Prohibition Against Employing Illegal Aliens", is attached hereto and incorporated herein by reference. There is also attached hereto a copy of Contractor's Pre-Contract Certification which Contractor has executed and delivered to the City prior to Contractor's execution of this Agreement.

18.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

19.0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by email transmission, addressed to the party for whom it is intended at the following address:

If to the City:

City of Louisville
Attn: Joliette Woodson

749 Main Street
Louisville, CO 80027
e-mail: joliette@louisvilleco.gov

If to the Contractor:

Michael J. Baker, Jr., Inc.
Attn: Jeffrey Meyer
165 S Union Boulevard, Ste. 200
Lakewood, CO 80228

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

20.0 EQUAL OPPORTUNITY EMPLOYER

- a) Contractor will not discriminate against any employee or applicant for employment because of age 40 and over, race, sex, color, religion, national origin, disability, genetic information, sexual orientation, veteran status, or any other applicable status protected by state or local law. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to any status set forth in the preceding sentence. 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.
- b) Contractor shall be in compliance with the applicable provisions of the American with Disabilities Act as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

21.0 NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than City or Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

22.0 SUBCONTRACTORS

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

23.0 AUTHORITY TO BIND

Each of the persons signing below on behalf of any party hereby represents and warrants that such person is signing with full and complete authority to bind the party on whose behalf of whom such person is signing, to each and every term of this Agreement.

In witness whereof, the parties have executed this Agreement to be effective as of the day and year first above written.

CITY OF LOUISVILLE

By: _____
Mayor

Attest: _____
City Clerk

CONTRACTOR:

By: _____
Title: _____

Exhibit A – Scope of Services

[See Following Page(s)]

Exhibit B

City of Louisville Public Services Contract Addendum Prohibition Against Employing Illegal Aliens

Prohibition Against Employing Illegal Aliens. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Contractor will participate in either the E-verify program or the Department program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. Contractor is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with an illegal alien, Contractor shall:

- a. Notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

If Contractor violates a provision of this Contract required pursuant to C.R.S. § 8-17.5-102, City may terminate the contract for breach of contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the City.

Pre-Contract Certification in Compliance with C.R.S. Section 8-17.5-102(1)

The undersigned hereby certifies as follows:

That at the time of providing this certification, the undersigned does not knowingly employ or contract with an illegal alien; and that the undersigned will participate in the E-Verify program or the Department program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform under the public contract for services.

Proposer:

By _____

Title: _____

Date

Contract Preparation Checklist

Title Block:

- Insert Contactor Name
- Insert Type of Services

First Paragraph:

- Insert Effective Date
- Insert Contractor Name
- If Contractor is an entity, insert state of organization and entity type

Section 5:

- Insert name of City project manager in two places in Section 5.1
- Insert name of Contractor project manager in two places in Section 5.2

Section 6:

- Insert dates for term of Agreement; the commencement date generally should not be prior to the Effective Date

Section 16.2:

- Remove brackets or remove language depending on whether Contractor is an in-state or out-of-state contractor

Section 19:

- Insert contact information for Contractor

Signature Page:

- Complete signature block for Contactor
- Get the contractor to sign first before getting the signature of the Mayor or City Manager

Exhibit A:

- Add the Scope of Services; ensure the Scope accurately and clearly lists all of the work to be completed by the Contractor.
- Ensure Exhibit A includes the not-to-exceed contract price; also, if the Services are compensated on a hourly, per-task or per-unit basis, ensure Exhibit A sets for the agreed upon rates, task or unit pricing

FEE PROPOSAL – Rev 1 May 2019

Position	Pre & Post - Construction Hours	Construction Time Hours	Total Hours	Billing Rate	Cost
Project Engineer	50	900	950	\$99	\$94,050
Project Inspector	0	1200	1200	\$72	\$86,400
Labor Subtotal					\$179,460
Other Direct Costs	Billable Mileage		Miles	Rate	Cost
			9,200	\$0.520	\$4,784
Michael Baker International Subtotal					\$184,244
Material Testing					
Shannon and Wilson					\$48,551
Total Construction Management					\$232,795

- Construction time assumes 150 Working Days at 6 hours per day for Project Engineer and 8 hours per day for Project Inspector. This decreases the cost to the City, while ensuring superior construction services for the Project as a whole.
- Pre & post-construction time assumes tasks such as answering contractor questions, conducting the preconstruction conference, reviewing contractor's submittals, RFI's prior to the start of the time count and project closeout activities.
- Mileage is at the current CDOT rate of \$0.52/mile.
- Material testing will be performed in accordance with CDOT testing and sampling frequencies as specified in the latest version of the CDOT Field Materials Manual. See the attached materials testing fee estimate sheet for a breakdown of services and assumptions.

Fee Estimate SH 42 and Short St. – Materials Testing

Item 203 Embankment Material (Complete In Place) 6,151 CY

Assumes eight trips at 3.5 hours per trip including travel plus one trip at 1.5 hours for sample pick up.

Technician III	29.5 hrs.	x	\$80 per hr.	=	\$2,360
Density Gauge	8 days	x	\$30 per day	=	\$240
Vehicle Charge	9 trips	x	\$35 ea	=	\$315
R-Value Test	1 test	x	\$470 ea	=	\$470
Standard Proctor Test	2 tests	x	\$205 ea	=	\$410
One Point Proctor Check	1 test	x	\$65 ea	=	\$65
Specific Gravity of Over-Sized Material	1 test	x	\$76 ea	=	\$76
Swell Test	1 test	x	\$115 ea	=	\$115
Corrosion Suite	4 tests	x	\$195 ea	=	\$780
Gradation Test	2 tests	x	\$120 ea	=	\$240
Atterberg Limits Test	2 tests	x	\$81 ea	=	\$162
Supervision and Review	3.5 hr.	x	\$105 per hr.	=	\$368
			Total		\$5,601

Item 206 Structure Backfill (Class 1) 1 Test Per Structure

Assumes twenty trips at 3.5 hours per trip including travel, plus one trip at 2 hours for sample pick up.

This material will appear as an incidental item under Item 603, 604, and 619

This estimate assumes that the contractor will have two locations ready for testing per trip.

Technician III	72.0 hrs.	x	\$80 per hr.	=	\$5,760
Density Gauge	20 days	x	\$30 per day	=	\$600
Vehicle Charge	21 trips	x	\$35 ea	=	\$735
Modified Proctor Test	1 test	x	\$235 ea	=	\$235
One Point Proctor Check	1 test	x	\$75 ea	=	\$75
Specific Gravity of Over-Sized Material	1 test	x	\$76 ea	=	\$76
Corrosion Suite	1 test	x	\$195 ea	=	\$195
Gradation Test (Assumed)	5 tests	x	\$114 ea	=	\$570
Atterberg Limits Test (Assumed)	5 tests	x	\$81 ea	=	\$405
Supervision and Review	8.5 hr.	x	\$105 per hr.	=	\$893
			Total		\$9,544

Item 304 Aggregate Base Course 4,592

Assumes three trips at 3.5 hours per trip including travel, plus one trip at 2 hours for sample pick up.

Technician III	12.5 hrs.	x	\$80 per hr.	=	\$1,000
Density Gauge	3 days	x	\$30 per day	=	\$90
Vehicle Charge	4 trips	x	\$35 ea	=	\$140
Modified Proctor Test	1 test	x	\$285 ea	=	\$285
One Point Proctor Check	1 test	x	\$75 ea	=	\$75
LA Abrasion Test	1 test	x	\$225 ea	=	\$225
R-Value Test	1 test	x	\$470 ea	=	\$470
Gradation Test	3 tests	x	\$114 ea	=	\$342
Atterberg Limits Test	3 tests	x	\$81 ea	=	\$243
Supervision and Review	1 hr.	x	\$105 per hr.	=	\$105
			Total		\$2,975

Fee Estimate SH 42 and Short St. – Materials Testing

Item 403 Hot Mix Asphalt (Grading S) 2,977

Assumes three trips at 8 hours including travel, plus one trip at 2 hours to the HMA plant for aggregate pick up.

Technician III	26 hrs. x	\$80 per hr.	=	\$2,080
Trip Charge	4 trips x	\$35 ea	=	\$140
Density Gauge	3 days x	\$30 per day	=	\$90
Ignition Oven Calibration	1 test x	\$360 ea	=	\$360
Ignition AC Test/Gradation Test	2 tests x	\$190 ea	=	\$380
Ignition AC Test	1 test x	\$76 ea	=	\$76
Maximum Specific Gravity Test	3 tests x	\$99 ea	=	\$297
Hveem Stability	3 tests x	\$115 ea	=	\$345
Air Voids	3 tests x	\$275 ea	=	\$825
Lottman Test	1 test x	\$345 ea	=	\$345
Core Density	8 tests x	\$52 ea	=	\$416
Aggregate Moisture	2 tests x	\$75 ea	=	\$150
PG Binder Verification	1 test x	\$805 ea	=	\$805
Supervision and Review	1.5 hrs. x	\$105 per hr.	=	\$158
		Total		\$6,467

Item 403 Hot Mix Asphalt (Grading SX) 1,091 Tons

Assumes one trip at 8 hours including travel.

Technician III	8 hrs. x	\$80 per hr.	=	\$640
Trip Charge	1 trip x	\$35 ea	=	\$35
Density Gauge	1 day x	\$30 per day	=	\$30
Ignition Oven Calibration	1 test x	\$360 ea	=	\$360
Ignition AC Test/Gradation Test	1 test x	\$190 ea	=	\$190
Ignition AC Test	1 test x	\$76 ea	=	\$76
Maximum Specific Gravity Test	2 test x	\$99 ea	=	\$198
Hveem Stability	1 test x	\$115 ea	=	\$115
Air Voids	1 test x	\$275 ea	=	\$275
Lottman Test	1 test x	\$345 ea	=	\$345
Core Density	8 tests x	\$52 ea	=	\$416
Aggregate Moisture	1 test x	\$75 ea	=	\$75
PG Binder Verification	1 test x	\$805 ea	=	\$805
Supervision and Review	0.5 hrs. x	\$105 per hr.	=	\$53
		Total		\$3,613

Item 412 Concrete Pavement (6 Inch) 189 SY

Assumes two trips at 6 hours and two trips at 1.5 hours including travel for cylinder pick-ups

Technician III	15.0 hrs. x	\$80 per hr.	=	\$1,200
Vehicle Charge	4 trips x	\$35 ea.	=	\$140
Sand Equivalent Test	2 tests x	\$120 ea.	=	\$240
Cylinder Testing (2 sets of 5 cylinders)	10 tests x	\$19 ea.	=	\$190
Supervision and Review	2 hr. x	\$105 per hr.	=	\$210
		Total		\$1,980

Fee Estimate SH 42 and Short St. – Materials Testing

Item 503 Drilled Caissons 43 LF

Assumes two trips at 4 hours and one trip at 1.5 hours for cylinder pick-up including travel

Technician III	9.5 hrs. x	\$80 per hr.	=	\$760
Vehicle Charge	3 trips x	\$35 ea.	=	\$105
Cylinder Testing (1 set of 5 cylinders)	5 tests x	\$19 ea.	=	\$95
Supervision and Review	1.5 hrs. x	\$105 per hr.	=	\$158
				\$1,118

Item 507 Concrete Slope and Ditch Paving 5.3 CY

Assumes one trip at 4 hours and one trip at 1.5 hours including travel for cylinder pick-up

Technician III	5.5 hrs. x	\$80 per hr.	=	\$440
Vehicle Charge	2 trips x	\$35 ea.	=	\$70
Cylinder Testing (1 set of 5 cylinders)	5 tests x	\$19 ea.	=	\$95
Supervision and Review	1 hr. x	\$105 per hr.	=	\$105
				Total \$710

Item 608 Sidewalk 1,341 SY

Assumes ten trips at 2.5 hours and two trip at 1.5 hours including travel for cylinder pick-up

Technician III	28.0 hrs. x	\$80 per hr.	=	\$2,240
Vehicle Charge	12 trips x	\$35 ea.	=	\$420
Cylinder Testing (2 sets of 5 cylinders)	10 tests x	\$19 ea.	=	\$190
Supervision and Review	2 hr. x	\$105 per hr.	=	\$210
				Total \$3,060

Item 609 Curb and Gutter - All Types 2,020 LF

Assumes seven trips at 2.5 hours and two trips at 1.5 hours including travel for cylinder pick-up

Technician III	19.0 hrs. x	\$80 per hr.	=	\$1,520
Vehicle Charge	9 trips x	\$35 ea.	=	\$315
Cylinder Testing (2 sets of 5 cylinders)	10 tests x	\$19 ea.	=	\$190
Supervision and Review	2 hr. x	\$105 per hr.	=	\$210
				Total \$2,235

Materials Testing Meetings and Form 250 Documentation

Assumes 10 meetings at 3 hours each including travel time.

Technician III (Meetings)	30 hrs. x	\$80 per hr.	=	\$2,400
Vehicle Charge	10 trips x	\$35 ea.	=	\$350
Technician III (Form 250)	80 hrs. x	\$80 per hr.	=	\$6,400
Supervision and Review	20 hr. x	\$105 per hr.	=	\$2,100
				Total \$11,250

Project Total: \$48,551

SUBJECT: DISCUSSION/DIRECTION – LRC 2020 WORK PLAN

DATE: DECEMBER 9, 2019

**PRESENTED BY: HEATHER BALSER, LOUISVILLE CITY MANAGER
MEGAN PIERCE, ECONOMIC VITALITY DIRECTOR**

SUMMARY:

The LRC requested that staff work with the LRC Chair and Vice Chair to produce a draft 2020 Work Plan. Possible items for consideration include:

- 1) LRC and City Council Coordination
 - a. Joint Meeting
 - b. Policy Considerations
 - c. Funding Priorities
 - d. 2021/22 Budget Coordination
- 2) Transportation Master Plan (TMP) Funding Coordination for Projects within URA
- 3) Consideration of TIF Property Tax Rebate Agreements in 2020
- 4) Public Enhancements – Village Square Shopping Center (adjacent to Walgreens, Mudrocks)
 - a. This may include:
 - i. Landscaping
 - ii. Sidewalk and/or parking lot improvements
 - iii. Pedestrian scale lighting
 - iv. Other public safety improvements
- 5) Continued Partnership with DeLo
 - a. Communication with and presentations from developers and existing businesses and supporting revitalization and retention efforts.
- 6) Support Louisville's Economic Vitality
 - a. Collaboration with Louisville's business community, including BRaD, Louisville Chamber of Commerce and Downtown Business Association.

RECOMMENDATION:

Provide direction and refinement to city staff on 2020 work plan items.

ATTACHMENTS:

- 1) TMP Memo and Power Point Presentation from September 9, 2019 LRC Meeting

To: Louisville Revitalization Commission
From: Department of Planning and Building Safety
Subject: Transportation Master Plan
Date: September 9, 2019

Summary

In May 2018, the City of Louisville initiated a transportation master planning process to develop a strategic vision for how the City can meet its current and future transportation needs. The Transportation Master Plan (TMP) will serve as a guiding document for maintaining and improving the transportation network over time and will help guide strategic funding investments to best meet transportation needs. The TMP aims to improve access to safe and convenient transportation options for all ages and abilities and minimize congestion and the associated impacts. The TMP process included significant public input through City Council, City Boards and Commissions, and public engagement including online and in person events (public meetings, focus groups, pop-up engagement opportunities, etc.).

Staff and the City's consultant, TEI, are presenting the draft Transportation Master Plan for final review and approval. The completed draft TMP includes the summary of trend data and existing conditions, the defined TMP goals and community input, proposed projects, programs and policies and discusses funding options for implementation. Together these elements reflect the range of transportation needs in our community and the City's plans to address them.



[LINK TO DRAFT PLAN](#)

The TMP is organized in the following manner:

Chapter 1: Introduction

- The first chapter establishes the background and purpose of the TMP, describes the key goals of the plan, and explains the organization of the document.

Chapter 2: Community Input

- This chapter details the community feedback received through the outreach conducted during this project. It summarizes the major conclusions from the community input that inform the plan elements and priorities.

Chapter 3: Existing Conditions

- This chapter covers existing data and trends that help to form an understanding of the current state of Louisville's transportation system, as well as demographic trends related to transportation needs.

Chapter 4: Policies, Projects, and Programs

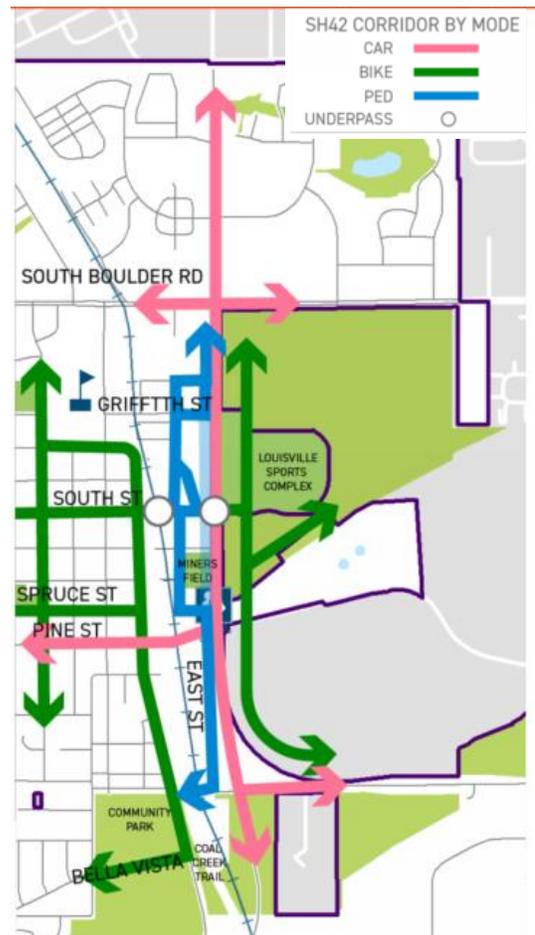
- This chapter presents the TMP's recommendations based on community input and the analysis of existing conditions. The recommendations are organized into Policies, Projects, and Programs and are intended to work together to realize a system that meets the goals of the plan.
 - Policies support the TMP goals and further define the vision for the community wants to advance those goals. The Policies also provide guidance on the Projects and Programs and inform City priorities on transportation investment. Policies include:
 - Great Streets
 - Guidelines for Walkable and Bikeable Places
 - Transit Oriented Development Guidelines
 - Coordinate Applications for Technology
 - Projects are recommendations for new or improved facilities or infrastructure throughout the City that includes:
 - Corridor projects
 - Underpasses
 - At-grade crossings
 - Multi-use paths
 - Bicycle network connections
 - Sidewalks
 - Transit
 - Downtown Connector
 - Programs are recommendations that generally encourage, educate, and support mobility options. Programs include:
 - Neighborhood Traffic Management Program
 - Travel Demand Management
 - Safe Routes Programs

- Fun Routes Programs
- Open Streets Program
- Coordinated Bike Share Network
- Safety, Maintenance and Training Program
- Coordinated Wayfinding System
- Bicycle-Friendly Recognition
- Data Collection

Chapter 5: Implementation

- This chapter establishes a framework for prioritizing the plan’s recommendations and evaluating the City’s progress toward meeting the TMP’s goals.
 - *Corridor Projects*
 - *Underpasses*
 - *At Grade Crossings*
 - *Multi-Use Paths*
 - *Bike Network*
 - *Sidewalks*
 - *Transit*
 - *Downtown Connector Project*

Of particular interest to the LRC is likely the plan for Highway 42. Current plans call for maintaining a two-lane road on Highway 42 from South Boulder Road to Empire Road, to make improvements to the surrounding road network to divert traffic off of Highway 42, and add bike and pedestrian access improvements within the road right of way. Based on the analysis conducted with the TMP, regional traffic volumes are expected to increase at a higher rate than previously expected. Some of the supporting road network that was expected to be built to divert local traffic will likely not be built as well. The result is that Highway 42 congestion is expected to continue to increase to an unacceptable level. The TMP recommends expanding Highway 42 to four lanes and enhancing the pedestrian and bicycle infrastructure parallel to, but mostly outside of the road right of way. This would ideally include a pedestrian underpass at Short Street or South Street connecting to the Louisville Sports complex and regional



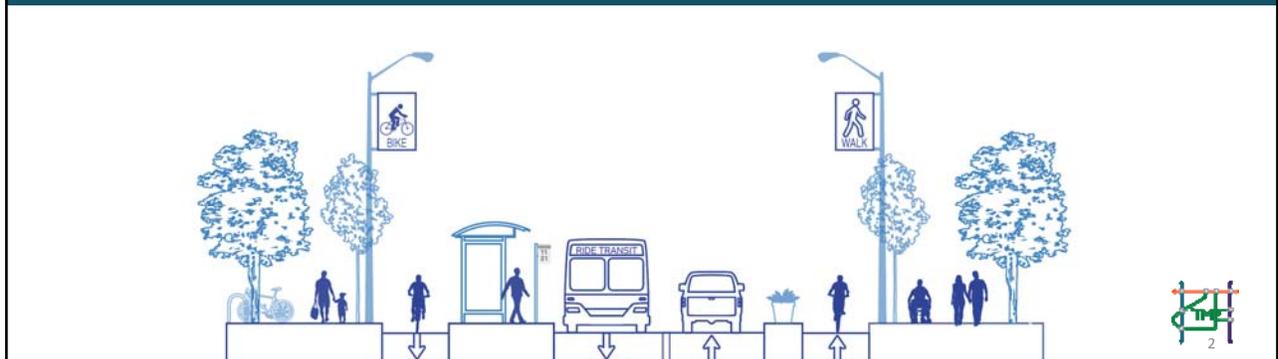
trails. These connections would enhance pedestrian and bicycle access to DELO and Downtown and provide a major overflow parking area at the Sports Complex that could be better utilized for special events.

The City held a public open house on August 22nd to take comments on the plan and is currently seeking feedback online via www.EngageLouisvilleCo.org. The TMP is also being presented to the City's advisory boards and commissions for feedback prior to City Council adoption, which is scheduled for October 1st.



WHAT IS THE TMP?

- Blueprint for future transportation
- Guides project development
- Identifies funding needs and priorities



How was the TMP developed?

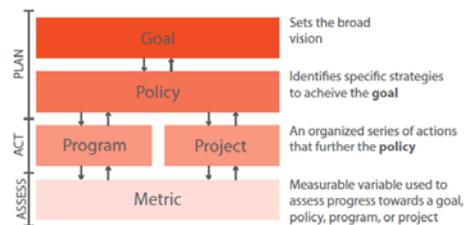
- Year-long process
- Rooted in community input and priorities
- Aimed at implementable recommendations



Chapter 1

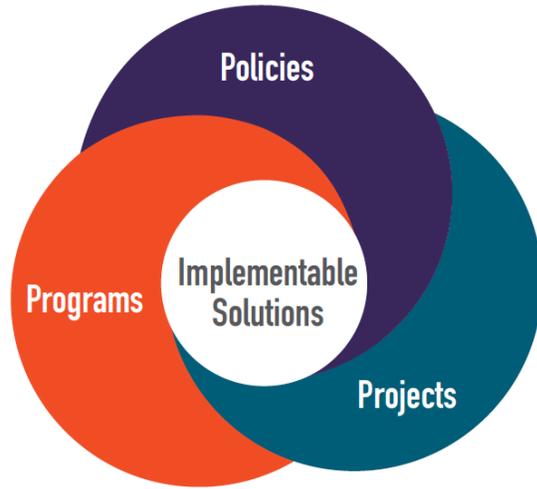
- Establishes the goals and describes structure of plan

Louisville's transportation network will:



Chapter 4

- Outlines Policies, Projects & Programs



Chapter 5

- Implementation, priorities and funding options

	Scenario 1	Scenario 2	Scenario 3
Description	Continuation of current CIP funding levels	Increase in CIP funding plus additional grant funding	Further increase in CIP funding, grant funding, and additional new funding sources
Funding Level	\$	\$\$	\$\$\$
Total Funding	\$26 Million	\$43.8 Million	\$93.8 Million
2019-2024 CIP	\$8 Million	\$10 Million	\$15 Million
 Miles of corridor projects	3.2 miles 1 corridor study	3.2 miles 1 corridor study	4.8 miles 1 corridor study
 Number of Crossing Improvements	3 grade separated 34 at-grade	5 grade separated 35 at-grade	8 grade separated 38 at-grade
 Miles of trails and sidewalk connections	4.2 miles	7.6 miles	7.6 miles
 Miles of bike network enhancements	16.4 miles	19 miles	24 miles
 Transit service & accessibility increases	Begin circulator pilot for CTC & McCaslin access McCaslin access improvements 5-6 bus stop enhancements	Begin circulator pilot for CTC & McCaslin access McCaslin access improvements Begin peak-hour rail service 8-10 bus stop enhancements	Begin circulator pilot for CTC & McCaslin access McCaslin access improvements Begin peak-hour rail service 12-15 bus stop enhancements



Policies that improve mobility options

Great Streets

Great Streets, or complete streets, are streets that are designed and operated to be safe and accessible for all users, regardless of ability, age, or mode. This policy provides a guide for the design of new streets or for improving infrastructure on existing streets that considers the needs of all modes and the surrounding context.



Transit Oriented Development Guidelines



Transit Oriented Development (TOD) is the creation of compact, walkable, pedestrian-oriented, mixed-use neighborhoods centered around high quality train or frequent bus systems. TOD is desirable for many businesses when looking to locate in an area and TOD helps to reduce congestion and support environmental sustainability.

Guidelines for Walkable Places



In areas where new development or redevelopment is anticipated, the City's policy is to facilitate design that promotes walkable and bikeable places. Downtown Louisville is a good example of a walkable place.

Applications for Technology

Investments in new technologies have the potential to improve safety and efficiency of the transportation network and provide more equitable access to transportation options. Examples include shared mobility (bike, car or ridesharing), vehicle technology, optimized transportation systems, and the use of apps and mobile technology for travel information, trip planning, and payments.



Programs that build on policies and projects

1 Neighborhood Traffic Management Program (NTMP)

The NTMP focuses on neighborhood-level traffic calming and safety improvements. These improvements help maintain the City's family-friendly small-town character.

2 Transportation Demand Management (TDM)

TDM strategies inform, encourage, and incentivize the use of non-vehicular transportation modes and decrease single-occupancy driving.

3 Safe Routes to...

A Safe Routes program aims to create safe and convenient opportunities to walk or bike to schools and key destinations including parks, transit, the Rec/Senior Center and other community destinations.

4 Fun Routes to...

As an added way to encourage kids to ride their bikes to school, or other community destinations, "Fun Routes" would utilize single-track sidewalks, often adjacent and parallel to an existing paved trail or street. They are natural surface trails and can provide small hills for kids to ride to add interest to the route. Designed primarily for youth, they are a way to incorporate fun into commuting through neighborhoods and a way to try trail riding.

5 Open Streets

Open Streets programs temporarily close streets to automobiles and organize public activities to encourage healthier transportation and living habits. Open Streets events can also be a way to do pop-up demonstration projects, to introduce a pilot project, or celebrate recent changes. Open Streets events conducted along central thoroughfares with surrounding businesses can also be a way to help promote local businesses.

6 Bike Share Network

A bike share program can encourage bicycle use between key destinations help fill gaps in first and last mile infrastructure around transit. In Louisville, bike share could be a viable way to connect areas like McCaslin Station, Avista Hospital, the former StorageTek site, the CTC, Downtown, DELD, and Kestrel.

7 Safety, Maintenance & Training

Education campaigns can be targeted to inform the public about laws and safety concerns. They can be focused on people in cars, on bikes, or walking. Safety and bicycle maintenance courses can teach people how to ride safely and be confident with bicycle maintenance, such as fixing flat tires. Courses can help teach bike riding laws and skills to participants at all levels.

8 Coordinated Wayfinding System

Wayfinding systems are navigational systems that help people move around the City, whether they are in a car, on foot, on a bike, or using transit.

9 Bicycle Friendly Community (BFC)

The BFC program, administered by the League of American Bicyclists, guides communities to improve conditions for bicycling. The League has identified focus areas, the "Five E's", for creating a bicycle friendly community: engineering, education, encouragement, enforcement, and evaluation/planning.

10 Data Collection

Data is key to communicating need and pursuing funding partnerships and grants. Data is used when developing projects, identifying community priorities, and understanding whether implemented projects are having the desired impacts. Collecting data consistently helps to understand current demand, plan for the future, and support new infrastructure investments.



Project Categories

- Corridor Improvements
- All Ages and Abilities Bicycle Network
- Connectivity and Safety Improvements
- Downtown Connector Trail
- Transit Vision and Service Needs



Projects

- Corridor Improvements



Projects

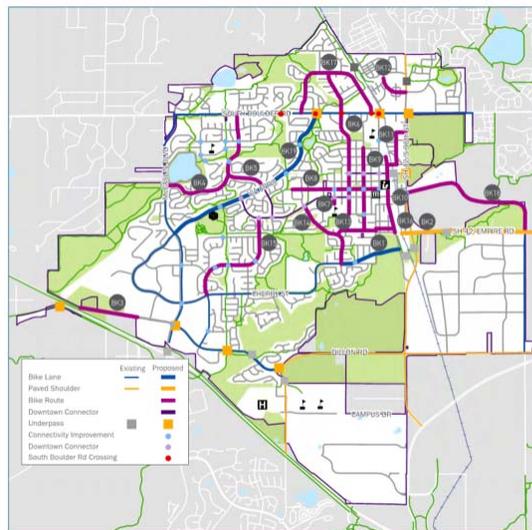
- Highway 42 Expansion

- Expand to 4 Lanes
- Separate Pedestrian and Bicyclists from Vehicles – Add Underpass and Separated Multi-Use Trail
- Ability to Accommodate Future Transit
- Grant Funding Awarded



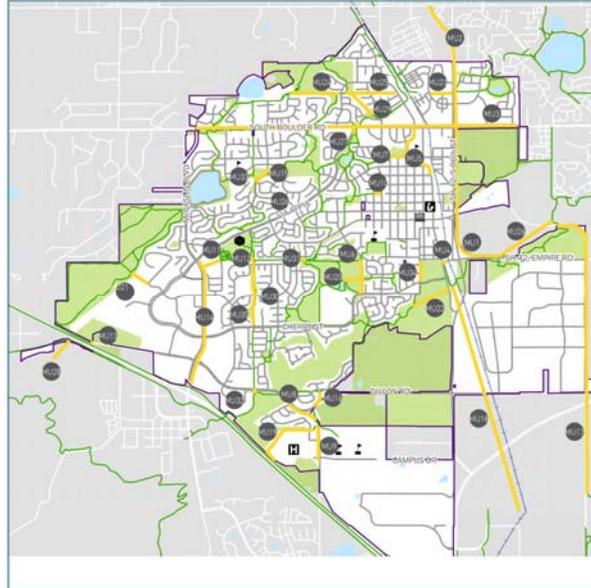
Projects

- All Ages and Abilities Bicycle Network



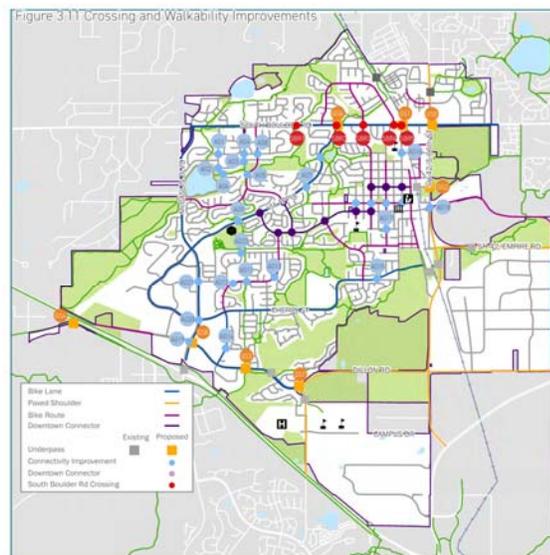
Projects

- All Ages and Abilities Bicycle Network



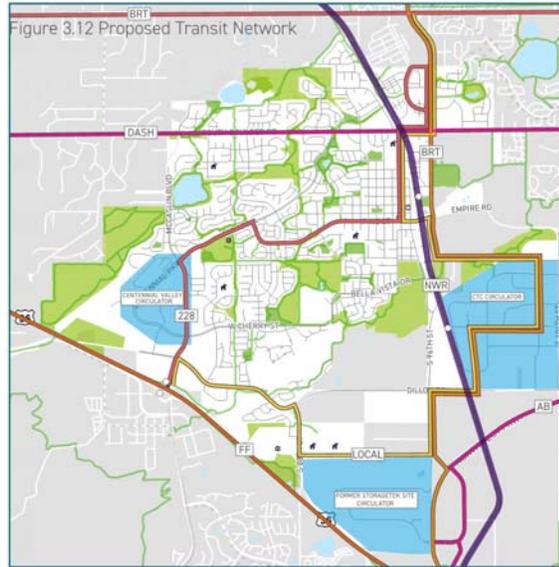
Projects

- Connectivity and Safety Improvements



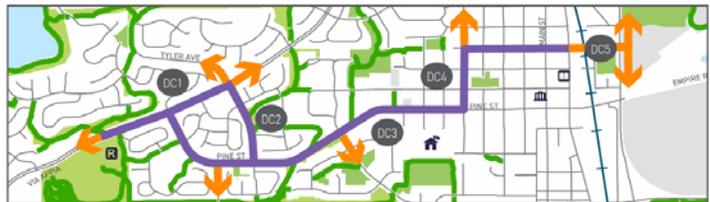
Projects

- Transit Vision



Projects

- Downtown Connector



What's Next?

- 8/22 Community Open House
- 9/11 OSAB Review
- 9/12 PPLAB Review
- 9/12 Planning Commission Review
- 10/1 City Council Review and Adoption

Figure 5.5 Performance Metrics

Performance Metric	Current Data	Target Metric (by 2040)	Data Source	Goals								
				1	2	3	4	5	6	7	8	
# of annual crashes*	216	10% decrease	DRCOG/CDOT	●	●	●	●	●	●	●	●	●
# of "serious injury" vehicle crashes*	3	0	DRCOG/CDOT	●	●	●	●	●	●	●	●	●
# of "fatality" vehicle crashes*	1	0	DRCOG/CDOT	●	●	●	●	●	●	●	●	●
# of pedestrian related crashes*	8	20% decrease	DRCOG/CDOT	●	●	●	●	●	●	●	●	●
# of bicycle related crashes*	15	20% decrease	DRCOG/CDOT	●	●	●	●	●	●	●	●	●
# of key corridors with a D or F Level of Service	2	0	DRCOG	●	●	●	●	●	●	●	●	●
Bicycle Friendly City Designation Level	N/A	Achieve Gold status	League of American Bicyclists	●	●	●	●	●	●	●	●	●
Miles of gaps in the trail network	TBD	15% decrease	Parks & Recreation Office	●	●	●	●	●	●	●	●	●
# of public electric vehicle charging stations	10	20	plugshare.com	●	●	●	●	●	●	●	●	●
% of jobs within 1/4 mile of a transit stop	40%	20% increase	GCEW & RTD Data	●	●	●	●	●	●	●	●	●
Average Daily Transit Boardings	1,256	10% increase	RTD	●	●	●	●	●	●	●	●	●
% Non-Single Occupant vehicle mode share to work	28.1%	35%	DRCOG & Census	●	●	●	●	●	●	●	●	●
Vehicle Miles Travelled/Day/Capita for Louisville residents	25.5 (DRCOG metro)	10% decrease	DRCOG & Census	●	●	●	●	●	●	●	●	●
Greenhouse gas emissions due to transportation	80,846.65 metric tons of CO2 emitted (2016)	10% decrease	Boulder County GHG Report	●	●	●	●	●	●	●	●	●

*While improved enforcement, infrastructure and engineering can help reduce crashes and injuries, the City recognizes that in some cases crashes and injuries result from factors and behaviors that can not be fully addressed.

