

City of Arvada City Council Agenda

MARCH 15, 2021
CITY COUNCIL CHAMBERS
Regular Business

Councilmembers:

Marc Williams, Mayor
Dot Miller, Mayor Pro-Tem
Bob Fifer, At large
Nancy Ford, District 1
David Jones, District 4
John Marriott, District 3
Lauren Simpson, District 2

Staff Members Usually Present:

Mark Deven, City Manager
Lorie Gillis, Deputy City Manager
Rachel Morris, City Attorney
Don Wick, Director of Public Works
Sharon Israel, Director of Utilities
Ryan Stachelski, Dir. of Community & Economic Development
Bryan Archer, Director of Finance
Rob Smetana, Manager of City Planning & Development
Ben Irwin, Chief Communications Manager
Kristen Rush, City Clerk

Info: 720-898-7550

THIRD FLOOR CONFERENCE ROOM EXECUTIVE SESSION 5:00 P.M.

Legal Advice, Pursuant to CRS 24-6-402(4)(b) Relating to Leyden Rock Infrastructure

CITY COUNCIL MEETING – CITY COUNCIL CHAMBERS 6:00 PM

1. Call to Order - 6:00 PM
2. Moment of Reflection and Pledge of Allegiance - Councilmember Ford
3. Roll Call of Councilmembers
4. Approval of Minutes
 - A. March 1, 2021 City Council Meeting
5. Recognitions and Communications - None
6. Presentations - None
7. Public Comment on Issues not Scheduled on Agenda - Three Minute Limit
8. New Business
 - A. Consent Agenda

1. R21-043 A Resolution Authorizing an Agreement By and Between the City of Arvada and SEMA Construction, Inc. for Construction Manager/General Contractor (CM/GC) Services, Construction Package 1, West 72nd Avenue - Kipling Street to Simms Street in the Amount of \$1,371,181.73
2. R21-044 A Resolution Authorizing an Agreement By and Between the City of Arvada and RockSol Consulting Group, Inc. in the Amount of \$370,796.00 for Engineering Design Services for the Alkire Street Trail from W. 78th Avenue to W. 80th Avenue
3. R21-045 A Resolution Authorizing an Employment Agreement Between the City of Arvada and Christopher K. Daly as a Relief Municipal Court Judge
4. R21-046 A Resolution Authorizing an Employment Agreement Between the City of Arvada and Michael S. Matassa as a Relief Municipal Judge
5. R21-047 A Resolution Authorizing an Employment Agreement Between the City of Arvada and Miller Leonard as a Relief Municipal Court Judge
6. R21-048 A Resolution Authorizing an Employment Agreement Between the City of Arvada and Ralph C. Turano as a Relief Municipal Court Judge
7. R21-049 A Resolution Authorizing the Issuance of a Purchase Order in the Amount of \$285,299.00 to Transwest Truck Trailer RV for the Purchase of a Snow Plow Truck

B. Resolutions

1. R21-050 A Resolution Authorizing an Intergovernmental Agreement Between the City and County of Denver Acting By and Through Its Board of Water Commissioners "Denver Water", the City of Arvada and North Table Mountain Water & Sanitation District for the Planned Shutdown of Ralston Reservoir to Perform the Ralston Reservoir Dam Upstream Control Renovation Project
2. R21-051 A Resolution Authorizing a Tenth Extension of the Effective Date of the City Manager's Declaration of Emergency Relating to the Novel Coronavirus (COVID-19) and the Associated Public Health Crisis

C. Ordinances (First Reading)

1. CB21-009 An Ordinance Annexing Certain Land Into the City of Arvada, Lazy Susan, 16770 & 16790 W. 63rd Place (Public Hearing to be set for April 5, 2021 at 6:15 p.m.)
2. CB21-010 An Ordinance Rezoning Certain Land Within the City of Arvada, Lazy Susan, from Jefferson County R-1 (Residential) to RN-12.5 (Residential Neighborhood), 1.5 du/ac, and Amending the Official Zoning Maps of the City of Arvada, Colorado, Generally Located at 16770 and 16790 West 63rd Place (Public Hearing to be set for April 5, 2021 at 6:15 p.m.)
3. CB21-011 An Ordinance Vacating a Tract of Land Dedicated as Right of Way for W. 52nd Place West of Carr Street, City of Arvada, County of Jefferson, State of Colorado (Public Hearing to be set for April 5, 2021 at 6:15 p.m.)
4. CB21-012 An Ordinance Vacating a Public Access Easement Located Within Lot 4B, Block 1, Candelas Commercial, City of Arvada, County of Jefferson, State of Colorado (Public Hearing to be set for April 5, 2021 at 6:15 p.m.)

9. Other - None

10. Public Hearings - 6:15 PM

- A. Conditional Use for Morgan Ralston Creek, Generally Located at 9881 W. 58th Avenue
- B. Conditional Use Application for Clear Creek Commons, Approximately Located at the Southeast Corner of West 52nd Avenue and Marshall Street (continued from March 1, 2021)
- C. CB21-007 An Ordinance Authorizing the Second Amendment to the 2021 Operating and Capital Budget in the Amount of \$1,650,000.00 and Authorizing an Intergovernmental Agreement Between the City of Arvada and the State of Colorado Acting By and Through the Department of Transportation, Pertaining to the Signal Replacements at West 64th Avenue & Simms Street and

West 80th Avenue & Vance Drive, Project No. 20-TC-01 (CDOT Project No. SHO M040-037 (24218)) (Ordinance No. 4754)

- D. CB21-008 An Ordinance Authorizing the Third Amendment to the 2021 Operating and Capital Budget in the Amount of \$450,000.00 and Authorizing an Intergovernmental Agreement Between the City of Arvada and the State of Colorado Acting By and Through the Department of Transportation, Pertaining to the Signal Replacements at West 58th Avenue & Kipling Parkway, Project No. 20-TC-02 (CDOT Project No. SHO M040-034 (22278)) (Ordinance No. 4755)

- 11. Public Comment - Five Minute Limit
- 12. Reports from City Council
 - A. Council Committee Reports
- 13. Reports from City Manager
 - A. Review of Future Workshops and Presentations
- 14. Reports from City Attorney
- 15. Adjournment



SUMMARY OF MINUTES OF THE MEETING OF THE ARVADA CITY COUNCIL HELD MARCH 1, 2021

1. Executive Session – Third Floor Conference Room – 5:00 p.m.

Mayor Williams, Mayor Pro Tem Miller, Councilmember Fifer, Councilmember Jones, Councilmember Marriott, and Councilmember Simpson were present in the Council Conference Room. Councilmember Ford was present via Zoom.

A. Legal Advice, Pursuant to CRS 24-6-402(4)(b) Related to Approval of Mill and Overlay Contracts

Mayor Pro Tem Miller moved to go into Executive Session for Legal Advice, Pursuant to CRS 24-6-402(4)(b) Related to Approval of Mill and Overlay Contracts.

The following votes were cast on the Motion:

Those voting Yes: Williams, Miller, Fifer, Ford, Jones, Marriott, Simpson

The Motion was Approved

1. Call to Order - 6:10 p.m.

In accordance with physical distancing guidelines, this Arvada City Council meeting was held in the City Council Chambers and remotely using webinar technology. Mayor Williams, Mayor Pro Tem Miller, Councilmember Fifer, Councilmember Jones, Councilmember Marriott and Councilmember Simpson were present in the council chambers. Councilmember Ford attended remotely via Zoom. Members of the public were given notice with instructions on how to participate with public comment.

2. Moment of Reflection and Pledge of Allegiance

3. Roll Call of Councilmembers

Those Present: Mayor Marc Williams, Mayor Pro Tem Dot Miller, Councilmember Bob Fifer, Councilmember Nancy Ford, Councilmember David Jones, Councilmember John Marriott, Councilmember Lauren Simpson

Also Present: Mark Deven, City Manager; Rachel Morris, City Attorney; Lorie Gillis, Deputy City Manager; and Kristen Rush, City Clerk.

4. Approval of Minutes of the January 25 and February 1, 2021 City Council Meeting

The minutes stand approved.

5. Recognition and Communication

A. Recognition of Judge Michael S. Matassa - presented by Mayor Williams

Mayor Williams said that the City Council would like to recognize, honor and give thanks to Judge Michael S. Matassa for his exceptional service as interim presiding judge for Arvada Municipal Courts throughout a very challenging 2020. Judge Matassa has been a loyal relief judge for many years, and he accepted the responsibility of becoming interim presiding judge with the highest levels of professionalism and integrity. City Council would like to thank Judge Matassa with an official proclamation in his honor.

6. Presentations - none

7. Public Comment

- A. Phillip DeLorenzo, Arvada resident, addressed council regarding waste hauling.
- B. Tom D'Agostino, Arvada resident, addressed council regarding waste hauling.
- C. Viki Walbridge, Arvada resident, addressed council regarding waste hauling.
- D. Daniel Mondragon, Arvada resident, addressed council regarding the DEI Taskforce.
- E. Carolyn Ackerman, Arvada resident, addressed council regarding waste hauling.

8. New Business

A. Consent Agenda

- 1. R21-031 A Resolution Declaring the Termination of Development Agreement Between the Arvada Urban Renewal Authority, the City of Arvada and Sullivan One Limited Liability Company
- 2. R21-032 A Resolution Accepting Donations of Rifle-Rated Ballistic Armor Equipment for Officers of the Arvada Police Department
- 3. R21-033 A Resolution Authorizing the City of Arvada to Purchase Chemicals for the Water Treatment Plant Operations in an Amount Not to Exceed \$873,573.00 Annually
- 4. R21-034 A Resolution Authorizing an Agreement by and between the City of Arvada and Carollo Engineers, Inc. in an Amount Not to Exceed \$129,930.00 for the Ralston WTP Solids Handling Study Project No. 21-WA-50
- 5. R21-035 A Resolution Authorizing First Amendment to an Agreement Between the City of Arvada and Schultz Industries Incorporated to Increase the Contract Amount from \$200,000.00 to \$250,000.00 for Landscape Maintenance in the Second Year
- 6. R21-036 A Resolution Authorizing a Renewal Construction Contract Agreement by and between the City of Arvada and Triple M Construction LLC for the 2021 Concrete Replacement Project in an Amount Not to Exceed \$4,434,156.20 Formerly Project No. 19-ST-10 Then 20-ST-10 Now Project 21-ST-10
- 7. R21-037 A Resolution Accepting an Annexation Petition Concerning Lazy Susan, Generally Located at 16790 and 16770 W. 63rd Place, Finding Said Petition Substantially Compliant with C.R.S. 31-12-107(1), and Setting a Public Hearing for April 5, 2021, 6:15 P.M. for City Council to Determine Whether the Area Meets the Requirements of C.R.S. 31-12-104 and 105, and Is Considered Eligible for Annexation
- 8. R21-038 A Resolution Authorizing an Agreement By and Between the City of Arvada and Asphalt Specialties Co., Inc. for Construction of CSB-21-ST-01 Pavement Resurfacing Program in an Amount Not to Exceed \$3,085,470.53

9. R21-039 A Resolution Adopting a Revised Administrative Fee Schedule for the Arvada Police Department
10. R21-040 A Resolution Authorizing the Issuance of a Purchase Order in the Amount of \$227,405 to Transwest Truck Trailer RV for the Purchase of Asphalt Patch Truck
11. R21-041 A Resolution Authorizing a Construction Contract Agreement By and Between the City of Arvada and Hamon Infrastructure, Inc. for Construction of 18-ST-40 Ralston Road - Yukon Street to Garrison Street in an Amount Not to Exceed \$12,360,000.00
12. R21-042 A Resolution Authorizing the Issuance of a Blanket Purchase Order in the Amount of \$600,000.00 to Hill Petroleum Company for the Purchase of Fuel Used in City Vehicles and Equipment

Councilmember Marriott moved that R21-031, A Resolution Declaring the Termination of Development Agreement Between the Arvada Urban Renewal Authority, the City of Arvada and Sullivan One Limited Liability Company; R21-032, A Resolution Accepting Donations of Rifle-Rated Ballistic Armor Equipment for Officers of the Arvada Police Department; R21-033, A Resolution Authorizing the City of Arvada to Purchase Chemicals for the Water Treatment Plant Operations in an Amount Not to Exceed \$873,573.00 Annually; R21-034, A Resolution Authorizing an Agreement by and between the City of Arvada and Carollo Engineers, Inc. in an Amount Not to Exceed \$129,930.00 for the Ralston WTP Solids Handling Study Project No. 21-WA-50; R21-035, A Resolution Authorizing First Amendment to an Agreement Between the City of Arvada and Schultz Industries Incorporated to Increase the Contract Amount from \$200,000.00 to \$250,000.00 for Landscape Maintenance in the Second Year; R21-036, A Resolution Authorizing a Renewal Construction Contract Agreement by and between the City of Arvada and Triple M Construction LLC for the 2021 Concrete Replacement Project in an Amount Not to Exceed \$4,434,156.20 Formerly Project No. 19-ST-10 Then 20-ST-10 Now Project 21-ST-10; R21-037, A Resolution Accepting an Annexation Petition Concerning Lazy Susan, Generally Located at 16790 and 16770 W. 63rd Place, Finding Said Petition Substantially Compliant with C.R.S. 31-12-107(1), and Setting a Public Hearing for April 5, 2021, 6:15 P.M. for City Council to Determine Whether the Area Meets the Requirements of C.R.S. 31-12-104 and 105, and Is Considered Eligible for Annexation; R21-038, A Resolution Authorizing an Agreement By and Between the City of Arvada and Asphalt Specialties Co., Inc. for Construction of CSB-21-ST-01 Pavement Resurfacing Program in an Amount Not to Exceed \$3,085,470.53; R21-039, A Resolution Adopting a Revised Administrative Fee Schedule for the Arvada Police Department; R21-040, A Resolution Authorizing the Issuance of a Purchase Order in the Amount of \$227,405 to Transwest Truck Trailer RV for the Purchase of Asphalt Patch Truck; R21-041, A Resolution Authorizing a Construction Contract Agreement By and Between the City of Arvada and Hamon Infrastructure, Inc. for Construction of 18-ST-40 Ralston Road - Yukon Street to Garrison Street in an Amount Not to Exceed \$12,360,000.00; R21-042, A Resolution Authorizing the Issuance of a Blanket Purchase Order in the Amount of \$600,000.00 to Hill Petroleum Company for the Purchase of Fuel Used in City Vehicles and Equipment, be approved.

The following votes were cast on the Motion

Those voting yes: Williams, Miller, Fifer, Ford, Jones, Marriott, Simpson

The Motion was Approved

B. Ordinances (First Reading)

1. CB21-007 An Ordinance Authorizing the Second Amendment to the 2021 Operating and Capital Budget in the Amount of \$1,650,000.00 and Authorizing an Intergovernmental Agreement Between the City of Arvada and the State of Colorado Acting By and Through the Department of Transportation, Pertaining to the Signal Replacements at West 64th Avenue & Simms Street and West 80th Avenue & Vance Drive, Project No. 20-TC-01 (CDOT Project No. SHO M040-037 (24218)) (Public Hearing to be set for March 15, 2021 at 6:15 p.m.)
2. CB21-008 An Ordinance Authorizing the Third Amendment to the 2021 Operating and Capital Budget in the Amount of \$450,000.00 and Authorizing an Intergovernmental Agreement Between the City of Arvada and the State of Colorado Acting By and Through the Department of Transportation, Pertaining to the Signal Replacements at West 58th Avenue & Kipling Parkway, Project No. 20-TC-02 (CDOT Project No. SHO M040-034 (22278)) (Public Hearing to be set for March 15, 2021 at 6:15 p.m.)

Mayor Pro Tem Miller moved that CB21-007, An Ordinance Authorizing the Second Amendment to the 2021 Operating and Capital Budget in the Amount of \$1,650,000.00 and Authorizing an Intergovernmental Agreement Between the City of Arvada and the State of Colorado Acting By and Through the Department of Transportation, Pertaining to the Signal Replacements at West 64th Avenue & Simms Street and West 80th Avenue & Vance Drive, Project No. 20-TC-01 (CDOT Project No. SHO M040-037 (24218)); CB21-008, An Ordinance Authorizing the Third Amendment to the 2021 Operating and Capital Budget in the Amount of \$450,000.00 and Authorizing an Intergovernmental Agreement Between the City of Arvada and the State of Colorado Acting By and Through the Department of Transportation, Pertaining to the Signal Replacements at West 58th Avenue & Kipling Parkway, Project No. 20-TC-02 (CDOT Project No. SHO M040-034 (22278)), be approved on first reading, ordered published in full and a Public Hearing set for March 15, 2021 at 6:15 p.m.

The following votes were cast on the Motion

Those voting yes: Williams, Miller, Fifer, Ford, Jones, Marriott, Simpson

The Motion was Approved

9. Public Hearings - 6:15 p.m.

- A. CB21-006 An Ordinance Amending Article V, International Residential Code, Section 18-181, Climatic and Geographical Design Criteria of Chapter 18, Buildings and Building Regulations, of the Arvada City Code (Ordinance No. 4753)

Mayor Williams opened the public hearing on CB21-006.

Mark Deven, City Manager, reviewed this item with council.

No one wishing to speak for or against, the public hearing was closed.

Councilmember Marriott moved that CB21-006, An Ordinance Amending Article V, International Residential Code, Section 18-181, Climatic and Geographical Design Criteria of Chapter 18, Buildings

and Building Regulations, of the Arvada City Code, be approved on final reading numbered 4753 and ordered published by title only.

The following votes were cast on the Motion

Those voting yes: Williams, Miller, Fifer, Ford, Jones, Marriott, Simpson

The Motion was Approved

- B. Conditional Use Application for Clear Creek Commons, Approximately Located at the Southeast Corner of West 52nd Avenue and Marshall Street

Mayor Williams opened the public hearing on the Conditional Use Application for Clear Creek Commons.

Councilmember Marriott moved that the public hearing on the Conditional Use Application for Clear Creek Commons, approximately located at the southeast corner of West 52nd Avenue and Marshall Street, be continued and set for a public hearing on March 15, 2021 at 6:15 p.m.

The following votes were cast on the Motion

Those voting yes: Williams, Miller, Fifer, Ford, Jones, Marriott, Simpson

The Motion was Approved

10. Public Comment - Five Minute Limit - none
11. City Council Reports
- A. Councilmember Simpson commended Apex Recreation for all that they do for the community.
- B. Mayor Williams noted the passing of Jed Ladd on Valentine's Day. Mr. Ladd was very active in the community as well as a former member of the Arvada Liquor Licensing Authority.
12. City Manager Reports
- A. Mark Deven, City Manager, reviewed the upcoming Workshop Schedule.
13. City Attorney Reports – none
14. Adjournment at 7:05 p.m.

Marc Williams, Mayor

City of Arvada
March 1, 2021
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SEAL:

Kristen R. Rush, City Clerk



REPORT TO CITY COUNCIL

AGENDA ITEM
8.A.

TO: THE HONORABLE CITY COUNCIL

DATE: March 15, 2021

SUBJECT: Consent Agenda

Report in Brief

8.A.1. R21-043 A Resolution Authorizing an Agreement By and Between the City of Arvada and SEMA Construction, Inc. for Construction Manager/General Contractor (CM/GC) Services, Construction Package 1, West 72nd Avenue - Kipling Street to Simms Street in the Amount of \$1,371,181.73

8.A.2. R21-044 A Resolution Authorizing an Agreement By and Between the City of Arvada and RockSol Consulting Group, Inc. in the Amount of \$370,796.00 for Engineering Design Services for the Alkire Street Trail from W. 78th Avenue to W. 80th Avenue

8.A.3. R21-045 A Resolution Authorizing an Employment Agreement Between the City of Arvada and Christopher K. Daly as a Relief Municipal Court Judge

8.A.4. R21-046 A Resolution Authorizing an Employment Agreement Between the City of Arvada and Michael S. Matassa as a Relief Municipal Judge

8.A.5. R21-047 A Resolution Authorizing an Employment Agreement Between the City of Arvada and Miller Leonard as a Relief Municipal Court Judge

8.A.6. R21-048 A Resolution Authorizing an Employment Agreement Between the City of Arvada and Ralph C. Turano as a Relief Municipal Court Judge

8.A.7. R21-049 A Resolution Authorizing the Issuance of a Purchase Order in the Amount of \$285,299.00 to Transwest Truck Trailer RV for the Purchase of a Snow Plow Truck

Suggested Motion: Moved by: _____

I move that the Consent Item(s), Number(s) R _____ be (Removed from the Consent Agenda and Heard Upon Item _____) (Referred to a Workshop) (Postponed Indefinitely).

YES _____ NO _____ ABSENT _____

That All/Remaining Consent Items be (Approved) (Rejected).

YES _____ NO _____ ABSENT _____

Prepared by:

Janet Newman, Administrative Specialist

Reviewed by:

Approved by:

Enclosure, exhibits & attachments required to support the report



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.1.

TO: THE HONORABLE CITY COUNCIL

DATE: March 15, 2021

SUBJECT: R21-043 A Resolution Authorizing an Agreement By and Between the City of Arvada and SEMA Construction, Inc. for Construction Manager/General Contractor (CM/GC) Services, Construction Package 1, West 72nd Avenue - Kipling Street to Simms Street in the Amount of \$1,371,181.73

Report in Brief

Council action is requested on the attached resolution authorizing an agreement by and between the City of Arvada and SEMA Construction, Inc. for delivery of Construction Package 1 (CP-1), the first of a total of 3 packages to be delivered for the 72nd Avenue bond project. CP-1 consists of removal of trees within the full build-out corridor, relocation of utilities, and installation of new utilities between Swadley Court and Kipling Street. The project corridor consists of a length of approximately 1.16 linear miles with a proposed right-of-way (ROW) width of 110' (CIP project 18-ST-30).

The Arvada team recommends that the City Council approve R21-043, A Resolution Authorizing an Agreement By and Between the City of Arvada and SEMA Construction, Inc. for Construction Manager/General Contractor (CM/GC) Services, Construction Package 1, West 72nd Avenue - Kipling Street to Simms Street in the Amount of \$1,371,181.73.

Financial Impact

Financial Impact: \$1,371,181.73

This is Construction Package 1 of three for the 72nd Avenue Bond project. The funds are encumbered for this and the remaining two packages; therefore, there is no financial impact as the funds are budgeted in the project.

This is a Capital Improvement Project (CIP) 18-ST-30.

Background

With the 2018 passage of the bond projects, the City contracted with Muller Engineering as the engineering design consultant on the W. 72nd Avenue bond project. Initially, the City intended for this project to be delivered using a Design-Bid-Build (D-B-B) method. In mid-2019, the project delivery method was changed to a Construction Manager/General Contractor (CM/GC) method. The CM/GC method of delivery ensures that the City team, the design team, and the construction team are all working together from the beginning to construct a successful project. The City advertised for a CM/GC for the project team. SEMA was selected as the CM/GC and the project was broken out into three construction packages with this package (CP-1) the first of three. This first package (CP-1) went through several iterations of construction cost control and pricing negotiation between SEMA's Opinion of Probable Construction Costs (OPCC) and an Independent Cost Estimate (ICE) to come to a Construction Agreed Price (CAP) between the CM/GC and the City.

Discussion

Per the CM/GC alternative delivery system that was selected by the City in mid-2019, the 72nd Avenue bond project was broken up into 3 distinct delivery packages to help expedite the overall timeline of the project, and to provide coordination efficiencies. The delivery packages are titled Construction Package 1 (CP-1), Construction Package 2 (CP-2) and Construction

SUBJECT: R21-043 A Resolution Authorizing an Agreement By and Between the City of Arvada and SEMA Construction, Inc. for Construction Manager/General Contractor (CM/GC) Services, Construction Package 1, West 72nd Avenue - Kipling Street to Simms Street in the Amount of \$1,371,181.73

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Package 3 (CP-3), and are briefly described below:

CP-1 is tree removal and new utilities within the proposed 110' ROW corridor;

CP-2 is new roadway construction from Swadley Court to Oak Street; and

CP-3 is new roadway construction from Oak Street to Kipling Street, including a temporary railroad crossing and vehicular bypass, a Union Pacific Railroad (UPRR) shoofly, and construction of a new UPRR bridge and vehicular underpass.

While the UPRR underpass construction is not part of Construction Package 1, there is coordination needed to provide new utilities in the proposed underpass location in CP-1 through a directional boring.

As a condition to allow the installation of utilities under the Union Pacific railroad in CP-1, the location of a directional boring was recently revised to resolve a comment by UPRR. The UPRR comment required the previously determined boring location to move to 100 feet north of the proposed north railroad bridge abutment location. This new location of the boring, per UPRR requirement, also necessitated a realignment of the new water line going through the bore casing. The waterline realignment and new directional boring location impacts two acquisitions; one on the west side and one on the east side of the UPRR right of way.

The impact on the west side affects Parcel 33 (Blackbird Farms). The realignment of the water line to accommodate the new bore location necessitated cutting through the corner of the Blackbird Farms acquisition, which has not been fully acquired as of this Council action. On the east side of UPRR right of way, the impact to Parcel 36 (Harry C. Baker) is related to the relocation of the bore and the receiving pit of the bore. Our team previously had negotiations underway for an easement for the receiving pit of the bore at the original design location. Our team is adjusting our easement location to facilitate the new bore location receiving pit. To move forward with other work on the project, our team is submitting a Conditional Right-of-Way (ROW) Clearance Form, which is standard in highway projects. This gives the team the ability to perform work where we have right-of-way clearances in place, while we are waiting for the two aforementioned parcel acquisitions to clear. Construction will begin on the west end of the project and move eastward over several months, allowing the necessary time to acquire the two impacted parcels.

Activity for CP-1 will start on the west end of the project near Swadley Court and work eastward toward the boring location, thus providing additional time to get new easements in place prior to the directional boring. This Conditional ROW Clearance Form will allow CP-1 construction to get underway while the new easement acquisitions matriculate through the process.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The recommended actions aligns with the following Principle and Strategic Result within the Infrastructure Priority Area of the City Council Strategic Plan:

- Infrastructure Principle - Provides safe and efficient connections to modes of transportation, including transit, streets, sidewalks, and bikeways with a focus on enhanced technology at high-priority intersections improving safety and minimizing traffic congestion.
- Infrastructure Strategic Result 4 to effectively utilize approved bond funds for the completion of Ralston Road Phase 2 and expansion of 72nd Avenue.

SUBJECT: R21-043 A Resolution Authorizing an Agreement By and Between the City of Arvada and SEMA Construction, Inc. for Construction Manager/General Contractor (CM/GC) Services, Construction Package 1, West 72nd Avenue - Kipling Street to Simms Street in the Amount of \$1,371,181.73

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Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends the City Council approve R21-043, A Resolution Authorizing an Agreement By and Between the City of Arvada and SEMA Construction, Inc. for Construction Manager/General Contractor (CM/GC) Services, Construction Package 1, West 72nd Avenue - Kipling Street to Simms Street in the Amount of \$1,371,181.73.

Suggested Motion:

I move that R21-043, A Resolution Authorizing an Agreement By and Between the City of Arvada and SEMA Construction, Inc. for Construction Manager/General Contractor (CM/GC) Services, Construction Package 1, West 72nd Avenue - Kipling Street to Simms Street in the Amount of \$1,371,181.73, be (approved) (rejected).

Prepared by:

Janet Newman, Administrative Specialist

Reviewed by:

Karen Custer, Administrative Assistant 3/1/2021

Hannah Gregory, Legal Administrative Assistant 3/3/2021

Approved by:

Bill Cornelius, Civil Engineer III	2/26/2021
Jacqueline Rhoades, Civil Engineer III	3/1/2021
Don Wick, Director of Public Works	3/3/2021
Bryan Archer, Director of Finance	3/3/2021
Erika Pierce, Litigation Paralegal	3/3/2021
Emily Grogg, Senior Assistant City Attorney	3/3/2021
Rachel Morris, City Attorney	3/3/2021
Lorie Gillis, Deputy City Manager	3/3/2021
Mark Deven, City Manager	3/4/2021

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R21-043

A RESOLUTION AUTHORIZING AN AGREEMENT BY AND BETWEEN
THE CITY OF ARVADA AND SEMA CONSTRUCTION, INC. FOR CONSTRUCTION
MANAGER/GENERAL CONTRACTOR (CM/GC) SERVICES, CONSTRUCTION PACKAGE
1, WEST 72ND AVENUE - KIPLING STREET TO SIMMS STREET IN THE AMOUNT OF
\$1,371,181.73

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in a form approved by the City Attorney, an Agreement, which is in substantially the same form as attached between the City of Arvada and SEMA Construction, Inc. for construction manager/general contractor services, construction package 1, West 72nd Avenue - Kipling Street to Simms Street in the amount of \$1,371,181.73.

Section 2. This resolution shall be effective upon its approval by the City Council.

APPROVED AND ADOPTED this 15th day of March, 2021.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:
Rachel A. Morris, City Attorney



**Construction Project Contract
Construction Manager/General Contractor
(CM/GC) Services**

Construction Package 1

West 72nd Avenue - Kipling Street to Simms Street

ARVADA'S VISION MISSION AND VALUES

VISION: We dream big and deliver.

MISSION: We are dedicated to delivering superior services to enhance the lives of everyone in our community.

VALUES:

Innovation – We excel in creativity, flexibility and the use of best practices while valuing diverse backgrounds, ideas and perspectives.

Passion – We are a high performing, inclusive team inspiring each other to pursue excellence.

Opportunity – We value our diversity, embrace possibilities, face challenges, persevere and take action to deliver quality results.

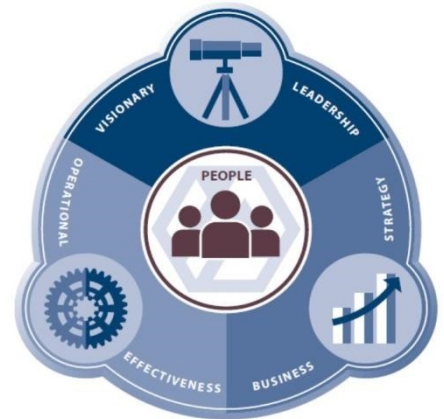


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EXHIBITS: SEE DOCUMENTS LISTED AT SECTION 2.11

CONSTRUCTION MANAGER/GENERAL CONTRACTOR AGREEMENT

1. PARTIES. This Agreement is entered into by and between the City of Arvada, a home rule municipal corporation (“Arvada” and/or “Owner”), and SEMA Construction, Inc., having its offices at 7353 South Eagle Street, Centennial, Colorado 80112, engaged to serve as Construction Manager/General Contractor, (“Contractor”).

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY. This Agreement shall not be effective or enforceable until it is approved and signed by Arvada’s City Council or its designee (“Effective Date”), but shall be effective and enforceable thereafter in accordance with its provisions. Arvada shall not be liable to pay or reimburse Contractor for any performance or be bound by any provision herein prior to the Effective Date.

RECITALS:

WHEREAS, Arvada requires construction services for the reconstruction of West 72nd Avenue-Kipling Street to Simms Street, (“Project”); and

WHEREAS, authority exists in the law and funds have been budgeted, appropriated, and otherwise made available for payment; and

WHEREAS, Arvada has established the Fixed Limit of Construction Cost in the amount of \$52,720,000.00; and

WHEREAS, The Contractor has established a Construction Agreed Price (“CAP”) for Construction Package 1 of \$1,371,181.73 that is within the Fixed Limit of Construction Cost as established by the Owner; and

WHEREAS, the Design Consultant for the project is Muller Engineering Company, Inc.; and

WHEREAS, the Contractor was selected after a determination that its Statement of Qualifications was the most advantageous to Arvada pursuant to a Request for Qualifications issued on September 6, 2019 and awarded on November 18, 2019; and

WHEREAS, the Contractor and Arvada agreed upon the CAP for Construction Package 1 in accordance with the preconstruction phase CMGC agreement.

NOW, THEREFORE, Arvada and the Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. THE WORK

1.1 Contractor shall complete all Work to complete the Project as specified or indicated in the Contract Documents.

1.2 In the performance of the Work under this Agreement, the Contractor acknowledges that time is critical for Project delivery and that portions of the Work could have their design completed as separate Bid Packages and under construction before other portions of the Work are fully designed. It is further recognized that this accelerated approach to construction utilizing the services of a Design Consultant, Owner's Representative, and Contractor is a unique concept and that its utilization requires maximum cooperation between all parties. It is also recognized that the Work to be performed by the Contractor and the inter-relationships and coordinative aspects thereof are in the developmental state and not fully defined. In furtherance thereof, if there appears to be a duplication, overlap or conflict of the responsibilities of duties between the Design Consultant, Owner's Representative, and Contractor or an absence of designation, the question shall be submitted to the Owner in writing for determination. The Contractor shall abide by the decision of the Owner.

1.3 The Contractor agrees to cooperate fully with the Owner in the design and construction aspects of the Work to keep within the Owner's monetary limitations, as stipulated above.

1.4 The Contractor understands the relationship of trust and confidence established between it and the Owner and accepts those responsibilities as described in this Agreement. The Contractor covenants with the Owner to furnish its best skill and judgment and to cooperate with the Design Consultant in furthering the interests of the Owner. The Contractor understands that the Owner is relying on the Contractor's skill and expertise in the area of construction and construction management. The Contractor agrees to furnish efficient business administration and superintendence and to use its best efforts to complete the work in an expeditious and economical manner consistent with the interest of the Owner.

1.5 The Contractor, the Owner, Owner's Representative, and the Design Consultant, collectively called the Project Team, shall work during design through to construction completion. The Contractor shall provide leadership to the Construction Team on all matters relating to construction.

1.6 The Design Consultant is a representative of the Owner as provided in the Contract Documents and its Agreement is with the Owner. In case of termination of employment or death of the Design Consultant, the Owner shall appoint a capable and reputable Design Consultant against whom the Contractor makes no reasonable objection, whose status under the Agreement shall be the same as that of the former Design Consultant.

1.7 The Contract Documents shall not be deemed to create any contractual relationship between the Design Consultant and the Contractor or any separate contractors, subcontractors of any tier or suppliers on the Project; nor shall anything contained in the Contract Documents be deemed to give any third party any claim or right of action against the Owner, the Design

Consultant or Contractor which does not otherwise exist without regard to the Contract Documents.

1.8 The intent of the Contract Documents is to include all items and services necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not specifically covered in the Contract Documents shall be required unless such Work is not consistent with the Contract Documents or is not reasonably inferable from the Contract Documents as being necessary to produce the intended results. Words and abbreviations which have well known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings. If there are conflicting variances between the Drawings and Specifications, the requirements of the Specifications shall control unless the Design Consultant directs otherwise in writing. Numerous exhibits to be developed over a period of time are to be also attached to and made a part of the Contract Documents, some of which may be in conflict with other exhibits or portions of this Agreement. If there are such conflicts the Contractor shall seek clarification from the Owner in writing.

ARTICLE 2. DEFINITIONS

2.1 "Agreement" or "Contract" shall be considered to be this written Agreement entered into by the Owner and the Contractor for the performance of the Work and payment therefore.

2.2 "Amendment" or "Change Order" is a written amendment to this Agreement signed by the Contractor and the Owner or its authorized agent, issued after the Effective Date of this Agreement, authorizing a change in the Work, the method or manner of performance, an adjustment in the Fixed Limit of Construction Cost, Contract Sum, , or the Term.

2.3 "Bid Package" means a substantially complete Plans, Specifications, and Cost Estimate package from which a CAP proposal could be prepared for LLTP or any Construction Package and which a Bid Package may be advertised through Arvada's procurement process.

2.4 "CM/GC Management Price Percentage" means the fee percentage to be applied to all LLTP CAP and Construction CAP proposals equal to the amount of profit, overhead, and construction general conditions.

2.5 "CM/GC Services" means the services performed by Contractor as specified in Section 3.4.

2.6 "CM/GC Construction Contract" means the contract between the Owner and the Contractor to perform construction activities for any approved Construction CAP.

2.7 "Colorado Labor," as provided in C.R.S. § 8-17-101(2)(a), as amended, means any person who is a resident of the state of Colorado, at the time of the public works project, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a bona fide occupational qualification. A resident of the state of Colorado is a person who can provide a valid Colorado driver's license, a

valid Colorado state-issued photo identification, or documentation that he or she has resided in Colorado for the last thirty days.

2.8 “Constructability Report” means a written report that reviews each Bid Package at agreed upon Milestones for constructability and feasibility, which includes, but is not limited to, a brief cost and risk analysis with regards to constructability.

2.9 “Construction CAP (Construction Agreed Price)” means the maximum amount for which all Work required for each Construction Package, excepting LLTP, shall be accomplished (including CMGC Management Price Percentage). For any Construction CAP to be accepted by the Owner, the Owner’s Estimate (ICE) and the Contractor’s OPCC must be within a percentage acceptable to the Owner.

2.10 “Construction Package” means the phase of Work performed by the Contractor in the construction of the Work from award of construction contracts for any Bid Package until the final acceptance of such Bid Package by Arvada. Construction Package excludes all Design Services.

2.11 "Contract Documents" consist of the following documents (Exhibits), if there are inconsistencies to project specific details between any of the Exhibits, the most recent in time and mutually approved by the Parties will be controlling. Contractor shall confirm with Arvada if the intent is not clear between the Exhibits:

- 2.11.1 This Agreement;
- 2.11.2 The current City of Arvada Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements and Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated by reference;
- 2.11.3 Project Special Provisions prepared or issued by Arvada or its Design Consultant if applicable;
- 2.11.4 Detail drawings and Bid Documents prepared or issued by Arvada, Arvada’s Engineer/Architect, or other Arvada consultant;
- 2.11.5 Specification Illustrations and attachments;
- 2.11.6 All supplementary requirements regarding wage rates, E.E.O., affirmative action and all other Federal-State requirements as outlined in the specifications;
- 2.11.7 Construction Agreed Price (CAP) Documents, Drawings and Specifications including Addenda and Modifications (when approved by the Owner);

- 2.11.8 The General Terms and Conditions, Special Conditions, Insurance Requirements, Exhibits, and Addenda (if any) in the RFQ (RFQ-19-W.72nd Ave. - CMGC);
- 2.11.9 Contractor's Response to the RFQ and Proposal, Advertisement for Bid, Bid Proposal, Bid Schedule, Bid Bond, and Certificates of Insurance;
- 2.11.10 Contractor's Baseline Schedule Documents;
- 2.11.11 Conditional Right-of-way Certification;
- 2.11.12 Notice of Award;
- 2.11.13 Performance and Payment Bond;
- 2.11.14 Notice to Proceed; and
- 2.11.15 Change Orders (if any);

2.12 "Contractor" means the individual, joint venture, partnership, or corporation which has, been selected by the Owner by virtue of its in-house capabilities of budgeting, cost estimating, management and labor relations personnel, the required technical and professional services expertise to work with the Owner and the Design Consultant in order to help formulate the Project budget, furnish the Design Consultant with the information on construction technology and market conditions to help assure that the Project design stays within the Project budget, Fixed Limit of Construction Cost, and aggregate of LLTP CAPs and Construction CAPs (except for changes made pursuant to Article 9) and manage the procurement effort.

2.13 "Contractor's CM/GC Preconstruction Fee" means the lump sum amount set forth above to be paid by the Owner to the Contractor for Work performed by Contractor through the Design Phase which is equal to the amount of the fees and costs for administrative costs, overhead and profit, including, but not limited to, all resources needed to perform the duties described in the scope of Work.

2.14 "Cost Model" means the open and transparent model that the Contractor develops and uses through the Design Phase so that estimates and assumptions are communicated to the Owner, Design Consultant, Owner's Representative, and Independent Cost Estimator.

2.15 "Critical Path Method" or "CPM" means a mathematically based algorithm for scheduling a set of project activities, which is an important tool for effective project management. It involves constructing a model of the project including a list of all activities required to complete the project (typically categorized within a work breakdown structure), the time (duration) that each activity will construction take to completion, and the dependencies between the activities. Using these values, CPM calculates the longest path of planned activities to the end of the project, and the earliest and latest that each activity can start and finish without making the project longer. This process determines which activities are "critical" (i.e., on the

longest path) and which have "total float" (i.e., can be delayed without making the project longer).

2.16 "Date of Completion" is the date certified by the Owner when the Work, or designated portion thereof, is complete in accordance with the Contract Documents.

2.17 "Day" as used in the Contract Documents shall mean calendar day unless specifically designated otherwise.

2.18 "Design Consultant" means Muller Engineering Company, Inc. and its team of sub-consultants.

2.19 "Design Services" means architectural and engineering services provided by the Design Consultant and/or the Contractor.

2.20 "Direct Cost of the Work" means those items included in any Construction CAP which, pursuant to the Construction General Conditions, are directly related to construction and not otherwise defined under such Construction Phase.

2.21 "Dispute Resolution" means the process through which the Parties (Owner and the Contractor) agree to resolve any issue related to this Agreement that may result in Disputes and Claims.

2.22 "Disputes and Claims" means all disputes and/or claims concerning contract price, time, payment, and/or interpretation of this Agreement. Disputes and Claims include, but are not limited to, any disagreement resulting from a delay, a Change Order, any Modification, another written order, or an oral order from the Owner, including any direction, instruction, interpretation, or determination by the Owner, interpretations of the Agreement provisions, Drawings, Plans, or Specifications or the existence of alleged differing site conditions.

2.23 "Drawings" mean all Drawings approved by the Owner which have been prepared by the Design Consultant showing the work to be done.

2.24 "Final Acceptance" means the stage in the progress of the Work for any LLTP Package, Design Phase, or Construction Package after Substantial Completion, when all remaining items of Work for such Package have been completed, all requirements of the Contract Documents related to such Package are satisfied and Arvada's Acceptance Letter for such Package can be issued. Portions of the Package may be separately and partially deemed complete at the discretion of the Owner when that portion of the Package reaches such stage of completion and a partial Arvada Acceptance Letter for such Package can be issued.

2.25 "FIR" means the field inspection review which is the plan review where the Plans and Specifications are at the percent completed specified in the Bid Package.

2.26 "Fixed Limit of Construction Cost" is the dollar amount available for the total cost for performance of the aggregate of all LLTP CAPs and Construction CAPs as designed or specified by the Design Consultant.

2.27 "FOR" means the final office review which is the plan review where the Plans and Specifications are at the percent completed specified in the Bid Package.

2.28 "Health and Safety Plan" means a site specific safety and health plan to protect workers, staff, and visitors that protect their health and safety.

2.29 "Independent Cost Estimate" means an independent check of unit prices and overall construction costs at each design milestone that is conducted with the Project design and construction information independent of the Owner, Design Consultant, and the Contractor.

2.30 "Independent Cost Estimator" or "ICE" means the designee of the Owner tasked to perform the Independent Cost Estimate.

2.31 "Innovation Tracking and Performance Report" means a report that tracks all innovations offered by Contractor, Owner, and Design Consultant team members. It also tracks the performance of these innovations during any Construction Phase or LLTP of the Project.

2.32 "Instruments of Service" means all documents produced by the Design Consultant, including Plans, Specifications, Drawings, opinions, reports, and calculations, which have historically been treated as intellectual property belonging to the Design Consultant that created it.

2.33 "LLTP" means long lead-time procurements which must be ordered and/or procured in advance of the Construction Phase for which it shall be used.

2.34 "LLTP CAP" means the maximum amount for which any LLTP shall be procured. The CM/GC Management Price Percentage is applied to all LLTP CAP proposals. For any LLTP CAP to be accepted by the Owner, the Owner's Estimate and the Contractor's OPCC must be within a percentage acceptable to the Owner.

2.35 "Material Sourcing Plan" means the plan that details how the Contractor will handle bids from material vendors for any LLTP CAP or Construction CAP proposals. This plan is part of the open Cost Model required as part of any Bid Package development.

2.36 "Milestone" means a point in the Design Phase where Plans, Specifications, and estimates are at an agreed completion point. Milestone examples include FIR, FOR, and LLTP CAP or Construction CAP proposals.

2.37 "Modification" includes (1) a written Amendment to this Agreement signed by both parties, (2) a Change Order, or (3) a written interpretation issued by the Owner pursuant to Section 4.2.

2.38 "Notice" shall mean any communication in writing from either contracting Party to the other by such means of delivery that receipt cannot be properly denied.

2.39 "Notice of Termination" means the delivered Notice that informs the Contractor that the Agreement between Arvada and the Contractor is being terminated for the convenience of Arvada or for default pursuant to Article 15.

2.40 "Opinion of Probable Construction Cost" or "OPCC" is the cost to complete the Work for a LLTP or a Construction Phase. This cost includes all labor, materials, equipment, bond premiums, and actual costs of procurement or construction that the Contractor will use for the duration of such LLTP or Construction Phase to complete the Work. Each Opinion of Probable Construction Cost shall be produced in an open book process throughout the Design Phase of the Project so that the Owner, the Design Consultant, and the Independent Cost Estimator can make accurate assumptions, calculate prices, and determine the amount of risk in the Project.

2.41 "Owner," shall mean Arvada and/or Arvada's Representative.

2.42 "Pay Estimate" means a request for payment for Work completed on a monthly basis and pursuant to the Standard Specifications.

2.43 "Plans" includes the detailed plans and standard plans, in which calculated dimensions will govern over scaled dimensions.

2.44 "Preconstruction Phase" means the phase of Work in which CM Services, LLTP, and Design Services are performed.

2.45 "Procurement Review Report" means the report detailing any LLTP CAP plans, warranties, liquidated damages, procurement strategies, schedules, and details required for LLTPs.

2.46 "Product Data" are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, cost models, risk registers, communications, and other information furnished by the Contractor to illustrate a material, product, or system for some portion of the Work.

2.47 "Project" is the total design and construction of the project as identified in Owner's Scope of Work identified in the RFQ and further detailed in the proposal phase, of which the Work performed under the Contract Documents is a part, and may include construction by the Owner or by separate contractors.

2.48 "Project Management Software" means the contract-control/project-management software approved by the Owner.

2.49 "Project Schedule" means a CPM schedule that is prepared by the Contractor that shall be used for coordination, for evaluation of progress, for evaluation of changes to the Agreement, and to ensure the timely completion of the Work as called for in the Contract Documents.

2.50 “Owner’s Estimate” means the estimate reviewed and approved by the Owner to be compared to each OPCC in development of a CAP. The Independent Cost Estimate can serve as the Owner’s Estimate if approved by the Owner.

2.51 “Quality Control Plan” means the plan describing the Contractor's plans to ensure quality and compliance in construction.

2.52 “Risk Management Plan” means the plan which includes risk identification, assessment, and completion of a Risk Register detailing risks, mitigation, and the assigned responsibility for each risk.

2.53 “Risk Register” means a listing of risks and opportunities, risk assessments, and an evaluation of mitigation and responsibility for those risks.

2.54 “Rough Order of Magnitude” or “ROM” means an estimation of a project’s level of effort and cost to complete. A ROM estimate takes place very early in a project’s life cycle and is used to validate design decisions and decide between various design options.

2.55 “Samples” are physical examples which illustrate materials, equipment, or reasonable workmanship, and establish standards by which the Work shall be judged.

2.56 "Schedule of Bid Items" is part of the Contract Documents for any LLTP CAP or Construction CAP proposals, which includes an itemized description of the Work by division and section of the Specifications. The format will be an electronic EBS file submitted to the Owner by flash drive, CD, or electronic submittal.

2.57 “Shop Drawings” are drawings, diagrams, schedules, and other data specifically prepared for the Work by the Contractor or any Subcontractor of any tier, manufacturer, Supplier, or distributor, to illustrate some portion of the Work.

2.58 “Specifications” means the detailed, exact statement of particulars, especially statements prescribing materials and methods; and quality of Work for any LLTP or Construction Package, which include, but are not limited to, Project special provisions and standard special provisions.

2.59 "Subcontractor" means a person, firm, or corporation supplying labor and materials, or only labor, for all or any portion of the Work, under separate contract or agreement with the Contractor.

2.60 “Substantial Completion” or “Substantially Complete” mean the stage in the progress of the Work for any LLTP or Construction Package when the procurement or CM/GC Services are sufficiently complete, in accordance with the Contract Documents as modified by any Amendment or Change Order, so that the Work, or at the discretion of the Owner, any designated portion thereof, is available for its intended use by the Owner and a Notice of Substantial Completion for such phase can be issued. Portions of the phase may, at the discretion of the Owner, be designated as Substantially Complete.

2.61 "Superintendent" means the Contractor's authorized employee held responsible in charge of the Work.

2.62 "Supplier" means any manufacturer, fabricator, distributor, material man or vendor.

2.63 "Term" means the term of the Agreement, which shall commence as set forth in Section 6.1 and shall end on the final completion date of the Project pursuant to Article 14.

2.64 "Value Engineering" or "VE" means a study or activity that helps to design and provide deliverables that meet the customer needs at the lowest cost while assuming a standard of quality and reliability.

2.65 "Work" means the construction and services required by or reasonably inferable from the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, and includes all labor, materials, equipment and services provided or to be provided by Contractor to fulfill the Contractor's obligations and to ensure a complete and proper job as intended by the Contract Documents.

2.66 "Worker and Public Safety Plan" means the report detailing how the Contractor will provide a safe work site and provide safety for the travelling public.

2.67 "Working Day" means any day, exclusive of Saturdays, Sundays, and State and federal recognized holidays, on which weather and other conditions not under the control of the Contractor will permit construction operations to proceed with the normal working force engaged in performing those items controlling the completion of the Work.

ARTICLE 3. CONTRACTOR'S SERVICES

The Contractor shall perform the following services under this Agreement in each of the phases described below:

3.1 COMPLETION WITHIN FISCAL AND TIME CONSTRAINTS AND VALUE ENGINEERING

3.1.1 The Contractor expressly recognizes that this Project is being undertaken on an accelerated basis and must be completed within the time and fiscal constraints as set forth throughout this Agreement and its Exhibits, specifically the requirement that 85% of the bond must be spent by February 26, 2022. The Contractor further represents to the Owner that by executing this Agreement, it has been fully informed and has thoroughly reviewed: the goals of the Project; the work effort of the Design Consultant performed to date for the Project, including geotechnical analysis and testing; all of this Agreement's Exhibits and Contract Documents; has been informed of the Owner's general time as well as fiscal constraints and contingencies applicable to the Fixed Limit of Construction Cost; and all of the CM/GC Services and LLTPs to be provided by the Contractor pursuant to the Contract Documents. Based upon this review and analysis and recognizing that the contract for Design Services is between the Owner and the

Design Consultant, the Contractor nonetheless represents to the Owner that it shall provide all the necessary services and perform all of the Work within the requirements of the Contract Documents.

3.1.2 To accomplish the objectives set forth in Section 3.1.1, the Contractor has provided consultation throughout the Preconstruction Phase, including, but not limited to, the furnishing of all necessary CM/GC Services and LLTPs. In cooperation with the Design Consultant and Owner, the Contractor shall:

- 3.1.2.1 If OPCCs and/or bids received for the Work contained in any Bid Package could cause the anticipated cost of the Work to exceed the then current OPCC, the Fixed Limit of Construction Cost, any LLTP CAP, any Construction CAP or Schedule of Bid Items, the Contractor shall, at no additional cost to the Owner, provide additional Value Engineering services in conjunction with any and all appropriate items in the OPCC, the Fixed Limit of Construction Cost, any LLTP CAP, any Construction CAP and/or the Schedule of Bid Items for the Work;
- 3.1.2.2 Prepare preliminary construction schedules and phasing alternatives;
- 3.1.2.3 In collaboration with the Design Consultant and the Owner, utilize the previously prepared Risk Management Plan, perform risk assessments, and utilize the Risk Register;
- 3.1.2.4 With the assistance of the Design Consultant and the Owner, develop an Innovation Tracking and Performance Report;
- 3.1.2.5 Develop a Quality Control Plan, a Material Sourcing Plan, a Dewatering Plan, and a Worker and Public Safety Plan;
- 3.1.2.6 Prepare and submit a Procurement Review Report for each LLTP CAP.

3.2 AVAILABLE FUNDS

3.2.1 The Parties expressly recognize and agree that this Agreement is subject to and contingent upon the continuing availability of funds for the purposes hereof. Arvada voters approved a bond measure in 2018 to fund this project. If the project is unable to be completed in the amount approved by voters, Arvada may immediately terminate this Agreement without liability, including any liability for termination costs. In the event of termination, the Contractor is entitled to payment, in accordance with this Agreement, for Work completed on the Project as of the date of the termination.

3.2.2 The Contractor acknowledges that Arvada is limited in the funds available to design and construct the Project. Should funding of a lesser amount be made available for the Project, the Owner may revise the Project scope consistent with the ultimate appropriation.

3.2.3 Payments pursuant to this Agreement shall be made only from available funds encumbered for this Agreement and Arvada's liability for such payments shall be limited to the amount remaining of such encumbered funds.

3.3 BUDGETING AND FIXED LIMIT OF CONSTRUCTION COST

3.3.1 Based on consultation with the Design Consultant, the Owner has furnished a Fixed Limit of Construction Cost as set forth above, which sets forth the dollar amount available for the total OPCC(s) of the Project and includes contingencies for bidding and construction, shared risk contingency pools, force account items, and the CM/GC Management Price Percentage.

3.3.2 The Fixed Limit of Construction Cost may be revised only by approved Amendments and Change Orders issued after execution of the Contract Documents.

3.4 CM/GC SERVICES

3.4.1 The Contractor shall perform those services included, but not limited to, those described in the Contract Documents. In addition and not in limitation, the Contractor shall also perform the other CM/GC Services designated in this Article.

3.4.2 The Contractor shall utilize Microsoft Project or similar software, approved by the Owner, to develop and manage the schedule. The schedule, as agreed to, shall be CPM with reasonable detail to allow for assessment of each Construction Package or LLTP schedule for equipment or materials to be furnished by the Owner or Contractor as agreed, the adequacy of the construction duration/period, critical paths among the activities for the building systems, peak manpower requirements, and crunch points within the Project's logic/critical path. As part of each FOR review and OPCC, this preliminary schedule shall be updated by the Contractor to reflect the work described in any FOR documents, and shall be utilized by the Owner to assess each LLTP CAP and Construction CAP proposal. The Project Schedule will be updated at other Milestone dates as agreed at the Project Scoping Workshop.

3.4.3 The Contractor shall attend all regular Project status meetings with the Owner and the Design Consultant and such additional meetings as the Owner may request. All regular meetings shall be scheduled by the Design Consultant with the agreement of the Contractor and approval of the Owner. All additional meetings shall be scheduled by the Owner.

3.4.4 The Contractor shall investigate and recommend materials and equipment that could be purchased by the Owner or the Contractor as agreed; consider LLTP opportunities, and mass purchasing power in making such recommendations; recommend a schedule for such purchases after coordination with the Design Consultant in the schedule for preparation of Contract Documents; and expedite and coordinate delivery of these purchases to facilitate their delivery by the required dates.

3.4.5 The Contractor shall provide the requirements and assignment of responsibilities for safety precautions and programs as required for the execution of the Work, temporary project

facilities, and for equipment, materials and services for common use of Subcontractors and verify that all are included in the Contract Documents.

3.4.6 The Contractor shall provide, not later than the first of each month, a monthly report documenting the current status of the Project's schedule, OPCC updates, requests for information, submittals, manpower, safety, and other pertinent information. The report shall be separate from the monthly schedule update/report. The report shall include a narrative discussion of the progress achieved, activities anticipated for the next month, and issues that are affecting the rate of progress. Progress photographs for any LLTP Package shall be attached/included.

3.4.7 If the Contractor or any of its Subcontractors of any tier participating in Construction reviews observes that any of the Contract Documents are at variance with applicable laws, statutes, building codes, industry standards, ordinances, rules or regulations, in any respect, the Contractor shall promptly notify the Owner in writing, noting the applicable Drawing, Plan or Specification, and recommend an appropriate alternative for correcting the Contract Document.

3.5.8 All reviews by the Contractor shall include written responses and redlined documents that detail recommendations, changes, and questions.

3.6 CONSTRUCTION SERVICES

3.6.1 The Contractor shall, in a good and workmanlike manner at his own cost and expense, and strictly in accordance with this Agreement, furnish all materials and do work not herein specifically excepted, necessary or incidental to the complete construction of Construction Package 1. The work is described in the plans and specifications for the project described.

3.6.2 Except for contract changes approved by Arvada in accordance with Article 9 of this Agreement, the CAP will not be increased. The Contractor assumes all risk for performance of the work for the specified Construction Package, including management of its subcontractors, suppliers, and any associated cost impacts over and above the CAP.

3.7 ADMINISTRATION

3.7.1 The Owner shall provide administration of this Agreement as described throughout this Agreement.

3.7.2 The Design Consultant and the Contractor shall advise and consult with the Owner. All instructions and communications by the Design Consultant to the Contractor and by the Contractor to the Design Consultant shall be copied to the Owner.

3.7.3 Except where expressly provided to the contrary in the Contract Documents, the Contractor's contact person shall forward all communications in writing and all documents to the Owner's contact person and the Design Consultant's contact person simultaneously as listed below:

Party	Contact
Owner: City of Arvada	Bill Cornelius and Owner's Representative
Design Consultant: Muller Engineering Company, Inc.	Geoff Mestas
Contractor: SEMA Construction, Inc.	Larry Walsh

3.8 ACCESS TO WORK

3.8.1 The Design Consultant and Owner shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide safe and reasonable facilities for such access so that the Design Consultant and Owner may exercise their rights and perform their functions under the Contract Documents.

3.8.2 During all phases of the Work and services to be provided hereunder the Contractor agrees to establish a working office at a place agreeable to the Owner and permit duly authorized agents and employees of Arvada to enter the Contractor's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places.

3.9 DESIGN CONSULTANT'S AUTHORITY

3.9.1 The duties, responsibilities and limitations of authority of the Design Consultant during construction shall be set forth by the Owner.

3.10 NO RESPONSIBILITY FOR DESIGN CONSULTANT

3.10.1 The Contractor shall not be responsible for the failure of the Design Consultant or its sub-consultants to properly discharge their duties and responsibilities as set forth in the agreement between the Owner and Design Consultant.

3.11 SCHEDULE, COORDINATION, AND COST CONTROL

3.11.1 In the performance of the Work under this Agreement, the Contractor acknowledges that time is of the essence. The Contractor shall begin the performance of CM/GC Services upon receiving a Notice to Proceed to Commence CM/GC Services. The Contractor shall begin the LLTP or the Construction Package upon receiving the Notice to Proceed to Commence LLTP or Construction Package in accordance with Section 6.1. The Contractor shall schedule and coordinate the work of all of its Suppliers on the Project including their use of the site. The Contractor shall keep the Suppliers informed of the Project Schedule to enable the Suppliers to plan and perform the work properly. The Contractor shall carry the Work forward expeditiously with adequate forces and shall achieve completion of the Work prior to the Date of Completion specified in Section 6.3, as adjusted by Change Orders and Amendments.

3.12 PRELIMINARY PROJECT SCHEDULE

3.12.1 Detailed Project Schedules for Construction CAP Bid Packages are included in the Contract Documents.

3.12.2 Upon acceptance by the Owner, the most current Project Schedule shall be used as a basis for determining progress payments.

3.12.3 Technical Requirements:

3.12.3.1 The Project Schedule shall be developed utilizing commercially available scheduling software as approved by the Owner. The level of detail of the Contractor's schedule shall be a function of the complexity of the Work involved. The Milestones and total number of activities shall be subject to approval by the Owner. The activities and resource loading will correspond with the Cost Model as required by Contract Documents.

3.12.3.2 Schedule activities shall be cost-loaded as agreed to and the assigned dollar value (cost loading) of each activity of the network shall cumulatively equal the total of the CAP. Costs for mobilization, bonds, permits, insurance costs may be shown separately. For any items that the Contractor intends to bill for stored materials, these items need to be shown as separate material procurement activities in the schedule and the material dollars only placed on these activities. Billing for stored materials on any other schedule activities not broken out in this manner shall not be allowed. General and administrative cost, overhead, and profit shall not be included within the cost loading and payment for these costs/fees shall be administered separately by the CM/GC Management Price Percentage.

3.12.3.3 The Contractor shall assign manpower loading as agreed to for each activity of the network. In addition, the Contractor shall prepare and submit a separate manpower summary analysis in graphic format depicting manpower by Subcontractor and aggregate. The graph(s) shall show the number of man-days of effort, by month, over the duration of the Project Schedule for each LLTP or Construction Package.

3.12.3.4 For all major equipment and materials fabricated or supplied for this Project, the network shall show a sequence of activities including, preparation of Shop Drawings and Samples submissions, review and approval of Shop Drawings and Samples, shop fabrication and delivery, erection or installation, and testing of equipment and materials.

3.12.4 Submittals:

For the preliminary or detailed Project Schedule submittals, as well as for each Project Schedule update, the Contractor shall submit the following:

3.12.4.1 Electronic copies of schedule reports, to include the following minimum items:

- 3.12.4.1.1 Cost report showing activity dollar value, dollar value of Work in place (to-date), and dollar value for current period;
- 3.12.4.1.2 Cost report showing activity dollar value, dollar value of Work in place (to-date), and dollar value for current period summarizing to Schedule of Bid Items;
- 3.12.4.1.3 Resource report showing man-day allocations by specific trade on each activity;
- 3.12.4.1.4 Variance report comparing current dates to target dates;
- 3.12.4.1.5 Cash flow report showing monthly projections of expenditures.

3.12.4.2 A narrative schedule report documenting:

- 3.12.4.2.1 Description of the actual Work accomplished during the reporting period;
- 3.12.4.2.2 Description of any problem areas;
- 3.12.4.2.3 Description of current and anticipated delays with recommended corrective actions to mitigate such delays;
- 3.12.4.2.4 A list of proposed modifications, additions, deletions, and changes in logic to the approved construction schedule;

3.12.4.3 A Contractor's schedule to the Owner in an electronic format.

3.12.4.4 The Contractor shall utilize Microsoft Project or similar software agreed to by the Owner, to prepare and keep current, for the Owner's approval, a time schedule of submittals in a submittal log which is coordinated with the Contractor's detailed Project Schedule and allows the Owner a reasonable time to review submittals.

3.12.5 Schedule Management

3.12.5.1 Progress Meetings: Progress meetings will be held in a number per week or month mutually agreed to by the Owner and the Contractor, a meeting shall be held to assess the progress achieved by the Contractor during previous work week, discuss and resolve issues affecting progress, and review the critical activities anticipated for the following two weeks. The Contractor is to provide short interval schedules documenting the

activities to be accomplished during the past week and the activities forecast for the next two weeks.

- 3.12.5.2 Monthly Project Review Meetings: Once each month on or about the 25th of the month, a meeting shall be held to review a draft Pay Estimate and Project Schedule update, assess and agree to the progress achieved by the Contractor during the previous month, discuss and resolve issues affecting progress, and review the critical activities to be accomplished during the following 90 days. The Contractor is to provide a draft Pay Estimate and Project Schedule update reflecting the Work accomplished during the previous month.
- 3.12.5.3 Monthly Schedule Reporting: After the monthly Project review meeting, but not later than the 28th of the month, the Contractor shall update the preliminary or detailed Project Schedule and submit the Pay Estimate.
- 3.12.5.4 Schedule Modifications: If, as a result of the monthly schedule update, it appears the preliminary or detailed Project Schedule no longer represents the actual-/logical progression of the Work or the Contractor's plan for prosecution and progress of the Work, the Owner shall require the Contractor to submit a revision to the preliminary or detailed Project Schedule. Such revisions to the preliminary or detailed Project Schedule shall not alter any of the Milestone dates unless approved by the Owner.
- 3.12.5.5 Schedule Impacts, Schedule Delays, Time Extensions: During the course of the Project, it may be appropriate to revise the preliminary or detailed Project Schedule to incorporate impacts or delay issues into the Project Schedule. If the Contractor feels it has encountered schedule impacts that it feels may warrant a time extension, it shall present an impacted Project Schedule in accordance with Article 6, to the Owner supporting its claim.
- 3.12.5.6 Recovery Schedule: If progress falls behind schedule dates, the Contractor shall prepare a recovery schedule indicating its revised plan to assure the timely completion of the Work. The recovery plan shall be subject to the Owner's approval.

ARTICLE 4. DRAWINGS, PLANS, AND SPECIFICATIONS

4.1 PROCUREMENT OF AND RIGHTS IN DATA, DOCUMENTS, AND COMPUTER

4.1.1 Any software, research, reports, studies, estimates, data, photographs, negatives or other documents, Plans, Drawings, Specifications, memoranda, computation sheets or materials prepared by Contractor in the performance of its obligations under this Agreement shall be the exclusive property of Arvada without restriction and all such materials shall be delivered to the Owner by the Contractor upon completion, termination, or cancellation of this Agreement. Contractor may, at its own expense, keep copies of all its writings for its personal files.

Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of Contractor's obligations under this Agreement without the prior written consent of the Owner; provided, however, that Contractor shall be allowed to use non-confidential materials for writing samples in pursuit of the Work. Copies of said documents may be retained by the Contractor, but shall not be made available to other individuals or organizations without prior written approval of the Owner. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use written works.

4.1.2 The Drawings, Plans, and Specifications and other documents are to be used only with respect to this Project and are not to be used on any other project. With exception of one contract set for each Party to this Agreement, such documents are to be returned or suitably accounted for to the Owner on request at the completion of the Work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is to be approved by the Owner.

4.2 REVIEW OF THE CONTRACT DOCUMENTS

4.2.1 The Contractor shall carefully study and compare the Contract Documents and shall immediately report to the Owner any error, inconsistency, or omission that may be discovered. The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved Drawings, Plans, Specifications, RFI Responses, Details, instructions, Shop Drawings, Product Data, or Samples for such portion of the Work.

4.2.2 If the Contractor or any of its Subcontractors of any tier observes that any of the Contract Documents are at variance with applicable laws, statutes, building codes, ordinances, industry standards, rules, or regulations, in any respect, the Contractor shall immediately notify the Owner in writing, and any necessary changes shall be accomplished by appropriate Amendment or Change Order.

4.2.3 If the Contractor or any of its Subcontractors of any tier perform any Work with knowledge or reason to know that it is contrary to any laws, statutes, building codes, ordinances, industry standards, rules, or regulations, and does not notify the Owner, as required in Sections 4.2.1 and 4.2.2, the Contractor shall assume full responsibility therefor and shall bear all costs attributable therefor.

4.3 INTERPRETATIONS

4.3.1 The Owner shall be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder.

4.3.2 The Owner shall render interpretations consistent with the intent of, and reasonably inferable from the Contract Documents, consisting of additional instructions by means of Drawings, Plan, Specifications or otherwise, necessary for the proper execution or progress of the Work, in accordance with agreed upon time limits and otherwise so as to cause no

unreasonable delay. The Contractor may make written request to the Owner for such interpretations and decisions.

4.4 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

4.4.1 The Contractor shall furnish for approval, all Samples as directed by the Design Consultant. The Design Consultant shall check and approve such Samples with reasonable promptness.

4.4.2 The Contractor shall prepare, review, approve, and submit to the Design Consultant, with reasonable promptness and in such sequence as to cause no unreasonable delay in the Work or in the work of the Owner or any separate Contractor, all Samples and sufficient copies of all Shop Drawings and Product Data required by the Contract Documents. Specific quantities, format, size, etc. of Samples, Shop Drawings, and Product Data shall be described in the Contract Documents prepared by the Design Consultant. All Shop Drawings shall contain identifying nomenclature and each submittal shall be accompanied by a letter of transmittal identifying in detail all enclosures.

4.4.3 By preparing, approving, and submitting Shop Drawings, Product Data, and Samples, the Contractor represents that the Contractor has determined and verified all materials, field measurements, and field construction criteria related thereto, or shall do so with reasonable promptness, and has checked and coordinated the information contained within such submittal with the requirements of the Work, the Project, the Contract Documents, and prior approvals.

4.4.4 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Design Consultant's approval of Shop Drawings, Product Data, or Samples unless the Contractor has specifically informed the Owner and Design Consultant in writing of such deviation at the time of submission and the Design Consultant and Owner have both given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data, or Samples by the Design Consultant's approval of them.

4.4.5 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, or Samples, to revisions other than those requested by the Owner on previous submittals.

4.4.6 No portion of the Work requiring submission of a Shop Drawing, Product Data, or Sample shall be commenced until the submittal has been approved by the Owner.

4.4.7 All such portions of the Work shall be in accordance with approved submittals. Work which is improperly fabricated, whether through incorrect Shop Drawings, faulty workmanship or materials, shall not be acceptable unless previously accepted in writing by the Owner.

4.4.8 The Owner will review and approve or take other appropriate action upon the Contractor's submission of any document such as Shop Drawings, Product Data, and Samples, but only for conformance with the design concept of the Work and the information given in the

Contract Documents. Such action shall be taken with reasonable promptness so as to cause no unreasonable delay. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Any and all approved substitutions shall be coordinated with the Contract Documents and all prior approvals.

4.4.9 Transmittal of copies of Shop Drawings, Product Data and Samples to the Owner is solely for convenience of the Owner and shall neither create nor imply a responsibility or duty of review by the Owner.

4.5 CONFIDENTIALITY

4.5.1 The Contractor understands that all services hereunder are confidential in character, and that as such, details and investigative results are not to be divulged in whole or in part at any time in the form of press releases, public statements, and publication in technical papers by the Contractor, its agents, employees or representatives.

4.5.2 Similarly, no detailed information about the Project shall be tendered to property owners, speculative and promotional interests or to the general public without written authority from Arvada.

ARTICLE 5. THE OWNER RESPONSIBILITIES

5.1 THE RESPONSIBILITIES

5.1.1 The Owner has furnished Contractor with the Fixed Limit of Construction Cost established for the Work.

5.1.2 The Owner shall designate a representative (other than the Design Consultant) authorized to act on its behalf with respect to the Project.

5.1.3 The Owner has retained a Design Consultant for preparation of the Design Services documents required for the Project. The Design Consultant's services, duties, and responsibilities are described in the agreement between the Owner and the Design Consultant, a copy of which will be furnished to the Contractor.

5.1.4 The Contractor shall be furnished, without charge copies of the Drawings, Plans and Specifications for each LLTP or Construction Package. Additional sets, as mutually agreed upon to meet construction needs, shall be a direct cost of Work. The Owner's preference is to use electronic copies when possible to minimize unnecessary paper files.

5.1.5 The Owner shall furnish the site of the Project, all necessary surveys describing the physical characteristics, legal limitations, utility locations, and a legal description.

5.1.6 The Owner shall identify and make available to Contractor copies of reports of geotechnical explorations and tests of subsurface conditions at the site which have been utilized by Design Consultant in preparing the Drawings, Plans, and Specifications. The Owner does not

represent that these reports show completely and accurately the existing conditions and the Owner does not guarantee any interpretation of the reports. The Contractor expressly assumes all responsibility for assumptions, deductions and conclusions which may be made as to the nature of the materials to be excavated, and the difficulties of making and maintaining the required excavations, and of doing other work affected by the geology of the site of the Work, including dewatering.

5.1.7 The Owner shall secure and pay for necessary approvals, temporary easements, permanent easements, assessments, and acquisitions.

5.1.8 The Owner shall furnish such legal, accounting, and insurance counseling services as may be necessary for the Project and such auditing services as the Owner may require ascertaining how or for what purposes the Contractor has used the monies paid to it under this Agreement.

5.1.9 The services, information, surveys, and reports required by Sections 5.1.3 through 5.1.8 shall be furnished on a timely basis and at the Owner's expense, and except as may be provided to the contrary elsewhere in this Agreement, the Contractor shall be entitled to rely upon the accuracy and completeness thereof.

5.1.10 The Contractor recognizes that the Owner is a governmental body with certain procedural requirements to be satisfied. The Contractor has and shall make reasonable allowance in its performance of the Work for such additional time as may be required for approvals and decisions by the Owner.

ARTICLE 6. TIME OF COMMENCEMENT AND COMPLETION

6.1 COMMENCEMENT

6.1.1 The Parties' performances under this Agreement shall commence on the Effective Date but no work shall be performed prior to the Contractor's receipt of a Notice to Proceed.

6.1.2 The procurement of any LLTP is expressly conditioned upon and shall not commence until:

6.1.2.1 The applicable LLTP CAP and associated Bid Package have been approved and accepted by the Owner added to this Agreement by Amendment;

6.1.2.2 The date for completion of the LLTP has been approved and accepted by the Owner;

6.1.2.3 All required Performance Bonds and Payment Bonds and Insurance Certificates have been approved and accepted by the Owner; and

6.1.2.4 Notice to Proceed to commence Construction Package 1 has been issued by the Owner and made a part of the Contract Documents.

6.1.2.5 If any of the preceding material conditions to be performed by the Contractor have not been fully satisfied by reason of any act or omission on the part of the Contractor through no fault of the Owner, the Owner shall give the Contractor written notice of any and all such deficiencies and allow 10 days from the date of such notice to correct and cure such deficiency or deficiencies, and if the deficiency or deficiencies are not fully corrected and cured within the 10 day period, the Owner may declare the Contractor to be in default of this Agreement.

6.1.3 The commencement of any Construction Package is expressly conditioned upon and shall not commence until:

6.1.3.1 The applicable Construction CAP and associated Schedule of Bid Items have been approved and accepted by the Owner;

6.1.3.2 A CM/GC Construction Contract for such Construction Package has been issued, signed, and executed;

6.1.3.3 The date for completion of the Construction Package Work has been approved and accepted by the Owner;

6.1.3.4 It is in accordance with the standard special provisions (as included in any Specifications);

6.1.3.5 All required Performance Bonds and Payment Bonds and Insurance Certificates have been approved and accepted by the Owner; and

6.1.3.6 A Notice to Proceed to commence the Construction Package has been issued by the Owner as part of the CM/GC Construction Contract.

6.1.3.7 If any of the preceding material conditions to be performed by the Contractor have not been fully satisfied by reason of any act or omission on the part of the Contractor through no fault of the Owner, the Owner shall give the Contractor written notice of any and all such deficiencies and allow 10 days from the date of such notice to correct and cure such deficiency or deficiencies, and if the deficiency or deficiencies are not fully corrected and cured within the 10 day period, the Owner may declare the Contractor to be in default of this Agreement.

6.2 TIME OF ESSENCE

6.2.1 Time is of the essence of this Agreement. The Contractor shall begin the Work on the Effective Date. The Contractor shall carry the Work forward expeditiously with adequate forces and shall achieve completion of the Work by the Termination Date.

6.3 COMPLETION DATE

6.3.1 The Date of Completion for performance hereunder shall be established:

6.3.1.1 The initial Date of Completion for any LLTP or any Construction Package is stated in the Amendment incorporating the applicable Bid Package. Amendments to such Date of Completion are made by approved Amendments to the applicable Bid Package.

6.3.1.2 The initial Date of Completion for CM/GC Services is the Termination Date.

6.3.1.3 The date of completion of any LLTP or Construction Package will be as set in the specific LLTP or Construction Package specifications.

6.4 DELAYS AND EXTENSIONS OF TERM AND FOR COMPLETION OF WORK

6.4.1 Extensions of the Term of this Agreement will be granted only to the extent that the critical path was delayed or the time allowed for any activity or activities affected exceed the identified available float or slack that occurs, or should occur, along the channels involved.

6.4.2 Subject to the limitations as provided in Section 6.4.1, if the Contractor is delayed at any time in the progress of the Work by any act or omission of the Owner, the Design Consultant, or of any employee of either, or by any separate contractor that is not a Subcontractor of the Contractor, or by changes ordered in the Work, or by strikes, lockouts, fire, unusual delay in transportation, directed suspensions of the Work pursuant to Section 6.5.1, unavoidable casualties, or any other causes beyond the Contractor's control, the Term of this Agreement shall be extended by the Owner for such period of time as the Owner may determine based upon the Contractor's showing of the delay to the critical path in accordance with Section 6.4.1 and that it could not have avoided the delay by the exercise of due diligence.

6.4.3 If adverse weather conditions are the basis for a claim for an extension of the Term of this Agreement, such claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and that the weather conditions complained of had an adverse effect on the critical path. Substantiation shall be based on a comparison of current conditions with recorded conditions for the same time period over the duration of the past 10 years.

6.4.4 If the Contractor intends to assert a claim for an extension of the Term of this Agreement, the Parties shall use Dispute Resolution pursuant to this Agreement.

6.4.5 If no schedule is prepared fixing the dates on which various detail Drawings, Plans, Specifications and instruction (not including final construction documents to be released for construction) will be needed, no extension to the term of this Agreement shall be allowed for failure to furnish such Drawings, Plans, Specifications or instructions as needed, except in respect of that part of any delay in furnishing Drawings, Plans, Specifications or instructions extending beyond a period of two (2) weeks after written demand for such Drawings, Plans, Specifications or instructions is received by the Design Consultant. In any event, any claim for an extension of the term of this Agreement for such cause shall be recognized only to the extent of the delay directly caused by failure to furnish Drawings, Plans, Specifications or instructions pursuant to schedule, or such two (2) weeks demand, without fault on the part of the Contractor or those for whom the Contractor is responsible.

6.5 TEMPORARY SUSPENSION OF THE WORK

6.5.1 The Owner shall have the authority to suspend the Work (each a "Suspension of Work"), either wholly or in part, for such period or periods as it may deem necessary due to:

- 6.5.1.1 Unsuitable weather;
- 6.5.1.2 Faulty workmanship;
- 6.5.1.3 Contractor's material and substantial failure to carry out orders or to perform any provision of the Contract Documents;
- 6.5.1.4 Conditions which are considered unfavorable for the prosecution of the Work; or
- 6.5.1.5 Any other reason, with or without cause, including but not limited to the availability of funding for the Project as well as any other construction projects and the need to allocate funds between them.

6.5.2 If it should become necessary to suspend the Work for an indefinite period, the Contractor shall store all materials in such manner that they shall not become an obstruction or become damaged in any way; and it shall take every precaution to prevent damage to or deterioration of the Work, provide suitable drainage, and erect temporary structures where necessary.

6.5.3 Such notice of Suspension of Work shall be in writing and the Contractor shall again proceed with the Work when so notified in writing.

6.6 LIQUIDATED DAMAGES

6.6.1 If the Contractor shall neglect, fail or refuse to complete the Work within the times specified in the Agreement, such failure shall constitute a breach of the terms of the Agreement and Arvada shall be entitled to liquidated damages for such neglect, failure or refusal, as

specified in Section 2.20 of *Arvada's Engineering Code of Standards and Specifications*, shown below.

Original Contract Amount		Daily Charge
From More than	To and Including	
\$ 0	\$ 150,000	\$ 500
150,000	250,000	600
250,000	500,000	800
500,000	1,000,000	1400
1,000,000	2,000,000	2000
2,000,000	4,000,000	3300
4,000,000	10,000,000	3900

Over \$10,000,000 - daily charge will increase by \$300 increments for each \$1,000,000 over \$10,000,000.

6.6.2 The Contractor and the Contractor's surety shall be jointly liable for and shall pay the Owner, or the Owner may withhold, the sums hereinafter stipulated as liquidated damages for each calendar day of delay in the entire Project resulting from delays in any LLTP or Construction Package, which is determined by when such LLTP or Construction Package is, 1) Complete, and the Notice (or all Notices) of Completion are issued, 2) Complete and accepted, or 3) both. Delay in Substantial Completion shall be measured from the date of the Notice to Proceed to commence LLTP or Construction Package, and delay in final completion and acceptance shall be measured from the date of the Notice of Completion for such LLTP or Construction Package.

6.6.3 The Parties expressly agree that said amounts are a reasonable estimate of the presumed actual damages that would result from any of the breaches listed, and that any liquidated damages that are assessed have been agreed to in light of the difficulty of ascertaining the actual damages that would be caused by any of these breaches at the time this Agreement was formed.

ARTICLE 7. SUBCONTRACTS

7.1 SUBCONTRACTING

7.1.1 Any Subcontractor retained by the Contractor and any and all subcontracts entered into by the Contractor for any Work performed under this Agreement and any Modifications hereto are subject to prior approval by the Owner. The Contractor shall not engage the services of any persons then in the employ of the Owner for Work covered by the terms of this Agreement without the written consent of the Owner. All subcontracts, exceeding \$10,000.00 in cost, shall contain the provisions included in Article 17.

7.2 SUBCONTRACTING REQUIREMENTS

7.2.1 The Contractor shall comply with all applicable requirements of the Contract Documents relating to Subcontracts, and shall ensure that its Subcontractors (at all tiers) comply with all applicable requirements of the Contract Documents relating to subcontracting. The Contractor shall not add, delete, or change the role of, any Subcontractor without the prior written approval of the Owner.

7.3 ASSIGNMENT OF SUBCONTRACT RIGHTS

7.3.1 Each Subcontract shall provide that, pursuant to terms in form and substance satisfactory to the Owner: (i) the Owner is a third party beneficiary of the Subcontract and shall have the right to enforce all terms of the Subcontract for its own benefit; and (ii) all guarantees and warranties, express and implied, shall inure to the benefit of the Owner as well as the Contractor. Any acceptance of assignment of a Subcontract from the Owner, its successor(s), or assign(s) shall not operate to make the assignee(s) responsible or liable for any breach of the Subcontract by the Contractor or for any amounts due and owing under the Subcontract included in an invoice paid by the Owner.

7.4 CONTRACTOR RESPONSIBLE FOR SUBCONTRACTORS

7.4.1 The Contractor shall be responsible to the Owner for the acts and omissions of its agents and employees, Suppliers, Subcontractors performing Work under a contract with the Contractor, and such Subcontractors' lower tier subcontractors, agents, Suppliers, or employees.

7.5 SUBCONTRACT DATA

7.5.1 The Contractor shall notify the Owner, in writing, of the name and address of, and licenses held by, each Subcontractor (excluding Suppliers), as soon as the potential Subcontractor has been identified by Contractor, but in no event less than 14 days prior to the scheduled initiation of Work by such proposed Subcontractor. Monthly the Contractor shall provide to the Owner a Subcontractor report (including suppliers), divided according to the preconstruction services and construction work, detailing the following:

- 7.5.1.1 Name of Subcontractor;
- 7.5.1.2 Total subcontract amount;
- 7.5.1.3 The amount and type of work completed in recent month;
- 7.5.1.4 Total payments paid to date;
- 7.5.1.5 Most recent payment and its date;
- 7.5.1.6 Payments due; and
- 7.5.1.7 Status of the work (i.e. in progress, ended, etc.).

7.5.2 The Contractor shall allow the Owner access to all Subcontracts and records regarding Subcontracts, including copies of all Additional Insured endorsements identifying the Owner as an Additional Insured; and shall deliver to the Owner within ten days after receipt of a request from the Owner, copies of all Subcontracts.

7.6 SUBSTITUTION OF SUBCONTRACTORS

7.6.1 The Contractor shall not add, delete, make a substitution or change the role of, any Subcontractor, Supplier, person, or entity previously selected without the prior written approval of the Owner.

7.7 SUBCONTRACTUAL RELATIONS

7.7.1 By an appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor and Supplier, to the extent of the Work to be performed by the Subcontractor or Supplier, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward the Owner and the Design Consultant. Said agreement shall preserve and protect the rights of the Owner and the Design Consultant under the Contract Documents with respect to the Work to be performed by the Subcontractor or Supplier so that the subcontracting thereof shall not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor or Supplier to enter into similar agreements with their subcontractors and suppliers. The Contractor shall make available to each proposed Subcontractor or Supplier, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor or Supplier shall similarly make copies of such Contract Documents available to their sub-subcontractors.

7.8 OWNER/SUBCONTRACTOR RELATIONSHIP

7.8.1 The Parties recognize that the bidding and subcontracting procedures prescribed herein are intended to promote pricing of the Work that shall be fair and reasonable and based on full and open competition. Nothing contained in the Contract Documents, including this Agreement, shall be deemed to create any contractual relationship between any Subcontractor or Supplier of any tier and the Owner.

7.9 PAYMENTS TO SUBCONTRACTORS

7.9.1 Monthly Work Product Review: On a monthly basis, the Contractor shall review the work product of each lower tier subcontract or supplier participating on the project and document the monthly work product review as part of the Subcontractor Data report required in 7.5.1. Any dispute which results in a disagreement regarding the amount of work completed or amount due must be detailed in the documentation. Work shall not be deemed completed or ended if there is an outstanding dispute. The Contractor and Subcontractor or supplier shall both agree to and sign the documentation. If the subcontractor or supplier provides an invoice which is agreed to by the receiving party, such invoice may satisfy this requirement. This procedure must be carried out by all subcontractors and suppliers with lower tier subcontractors and suppliers.

7.9.2 Prompt Payment. The Contractor is responsible for ensuring that all subcontractors and suppliers at every tier are promptly paid. All subcontractors and suppliers must be paid within 30 days of the monthly work product review detailed in 7.9.1.

7.9.3 Good Cause Exception. If the Contractor has “good cause” to delay or withhold a Subcontractor’s progress payment, the Contractor shall notify the Owner and the Subcontractor in writing within seven days after receiving payment from the Owner. The notification shall specify the amount being withheld and provide adequate justification for withholding the payment. The notice shall also clearly state what conditions the Subcontractor must meet to receive payment. “Good cause” shall include but not be limited to the failure of the Subcontractor to make timely submission of required paperwork.

7.9.4 Subject to Arvada’s right to withhold from progress payments any amounts in dispute, and except as expressly stated otherwise in this Section, any disagreement between Arvada and the Contractor relating to this Section 7 shall be subject to a Disputes and Claims process. Failure by Arvada to pay any amount in dispute shall not alleviate, diminish, or modify in any respect the Contractor’s obligation to perform under the Contract Documents, including the Contractor’s obligation to achieve Final Acceptance in accordance with the Contract Documents, and the Contractor shall not cease or slow down performance under the Contract Documents on account of any such amount in dispute. The Contractor shall proceed as directed by Arvada pending resolution of the dispute. Upon resolution of such dispute, each party shall promptly pay to the other any amount owing.

ARTICLE 8. COMPENSATION

8.1 CONTRACTOR’S CMGC CONSTRUCTION FEE AND LLTP CAP

8.1.1 All invoices shall be submitted by the Contractor to the Owner for payment pursuant to the terms of this Agreement. The Contractor shall submit its billings such that the cost for each activity or task contained in the Agreement shall be separately shown. Upon approval thereof, Arvada will pay the appropriate amount of each invoice to the Contractor within 30 days of receipt of invoice, if all charges are adequately documented and undisputed. Interest shall be paid on all undisputed and unpaid invoices in accordance with Section 2.32 of *Arvada’s Standards and Specifications*. Progress payments may be claimed on a monthly basis pursuant to the payment format approved in this Agreement.

8.2 CONTRACT SUM

8.2.1 Subject to the provisions of Articles 3, 9, and 16, the compensation for Construction Package 1 services shall be \$1,371,181.73.

8.2.3 The Contract Sum shall be the maximum amount payable under this Agreement and the Contract Documents to Contractor by Arvada, from available funds for Construction Package 1. The Contract Sum can only be modified by Amendment.

8.3 PAYMENTS

8.3.1 The City shall pay the Contractor, according to the requirements of the plans and specifications referenced herein and subject to the following paragraph, the amounts required for the completed work at the unit prices set forth in the CAP proposal, and such further amounts as

may be required for extra work or materials, all according to the provisions and subject to the conditions set forth herein.

Payment pursuant to this Contract will be made, from available funds that are currently encumbered for this Contract in a maximum amount not to exceed \$1,371,181.73 that includes the CAP (Total Direct Cost of Construction to execute the work pursuant to the plans, specifications, and estimates provided by the City for each Bid Package and a percentage not to exceed the CM/GC Management Fee Percentage).

Any encumbered funds not needed to complete Construction Package 1, through reduced quantities, eliminated pay items, or unused Force Account monies will be retained by the Owner and may be used to fund future construction packages.

8.3.2 LLTP and Construction CAPs

8.3.2.1 At the time of the agreement and acceptance of each LLTP CAP or Construction Package, the Contractor shall submit to the Owner a complete, detailed, and itemized Schedule of Bid Items for such LLTP CAP or Construction Package CAP.

8.3.2.2 Arvada shall pay the Contractor, according to the requirements of the Drawings, Plans, Specifications and Standard Specifications, the amounts required for the completed LLTP or Construction Package at the unit prices set forth in such LLTP CAP or Construction Package CAP proposal, and such further amounts as may be required for extra work or materials, all according to the provisions and subject to the conditions as set forth in the Drawings, Plans, Specifications, Standard Specifications, and Project Special Provisions as required in this Agreement.

8.3.3 All payments to Contractor shall be in the form of Pay Estimates.

8.4 CONDITIONS OF COMPENSATION/CONDITION PRECEDENT

8.4.1 Financial obligations of Arvada payable after the current fiscal year are contingent upon funds for the purpose being appropriated, budgeted, and otherwise made available.

8.4.2 The Contractor shall submit monthly progress reports and an updated project CPM schedule to the Owner. Failure to submit a progress report may result in non-payment to the Contractor for the month. The progress report and updated project CPM schedule will be reviewed by the Owner. The progress report shall contain, but not limited to, the following:

8.4.2.1 Report on progress of each Work activity or Milestone identified in the Agreement, to show the amount of Work accomplished during the current month and the amount of Work accomplished overall;

- 8.4.2.2 A report on the time scheduled for each Work activity or Milestone identified in the Agreement to show planned time completion and actual times used to do the Work;
- 8.4.2.3 A description of the cause for delays beyond the planned completion time of Work activities or Milestones contained in the Agreement;
- 8.4.2.4 A report on the cost incurred to date on each Work activity or Milestone contained in the Agreement and a comparison to the cost estimates for such Work activity or Milestone;
- 8.4.2.5 A description of possible remedies to get Work activities or Milestones that are behind schedule, back on schedule, and to get Work activities or Milestones that are exceeding cost estimates, back within planned costs;
- 8.4.2.6 Documentation of meetings that were held during the subject time period; and
- 8.4.2.7 A description of problems and concerns that could affect delivery of the Work or Project.

8.4.3 The total cost of the Work including but not limited to the Contactor's LLTP CAPs, Construction Package CAPs and any and all sums claimed by the Contractor to be due as set forth throughout this Agreement, are expressly subject to the limitations set forth in Section 8.4.1 and nothing herein contained shall be construed or understood to commit the Owner to a total expense greater than that which is provided in the appropriation or allocation. Further, no funds appropriated or allocated for any other purpose shall be expended for this Agreement. The Owner agrees not to issue any Modifications which would cause the sums due the Contractor pursuant to this Agreement to exceed the appropriation or allocation for the Work.

8.4.4 Contractor shall not receive payment for any Work without its receipt of the required, appropriate Notice to Proceed.

ARTICLE 9. CHANGES IN THE WORK

9.1 AMENDMENTS AND CHANGE ORDERS

9.1.1 The Owner, with the approval of City Council, without invalidating this Agreement and without notice to any surety, may order extra work or make changes by altering, adding to, or deducting from the Work, the Fixed Limit of Construction Cost, the Contract Sum, any LLTP CAP, Term, or Construction CAP being adjusted accordingly.

9.1.2 Each adjustment in the Work, the Fixed Limit of Construction Cost, the Contract Sum, any LLTP CAP, Term, and Construction CAP resulting from an Amendment shall clearly separate the amount attributable to the cost of the Work and the Contractor's Fee, if any. The

Fixed Limit of Construction Cost, Contract Sum, any LLTP CAP, Term, or Construction CAP may be changed only by Amendment.

9.1.3 Any changes in the Work that result in an increase in the Work, the Fixed Limit of Construction Cost, the Contract Sum, any LLTP CAP, Term, and Construction CAP shall be added to this Agreement by an Amendment pursuant to Section 9.1.2.

9.1.4 No extra work or change in the Contract Documents shall be made unless by a written Amendment or Change Order. No claim for any change to the Work, the Fixed Limit of Construction Cost, the Contract Sum, any LLTP CAP, Term, or Construction CAP shall be valid unless so ordered. An Amendment or Change Order signed by the Contractor conclusively establishes the Contractor's agreement therewith, including the adjustment in the Contract Sum, any LLTP CAP, Construction Package CAP, or the Term.

9.1.5 This Agreement is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Agreement on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this Agreement shall be effective unless agreed to in writing by both Parties in an Amendment.

9.1.6 All Change Orders, changes in estimated quantities, hazardous materials, and differing site conditions will follow Arvada's Standard Specifications.

9.2 ADJUSTMENTS IN CONTRACT SUM WITHIN A CONSTRUCTION CAP

9.2.1 The value of any change shall be determined in one or more of the following ways:

9.2.1.1 By estimate and acceptance in a lump sum;

9.2.2.2 By unit prices named in the Contract Documents or subsequently agreed upon;

9.2.2.3 By actual cost plus a fixed fee being agreed upon prior to starting the changed Work.

ARTICLE 10. INSURANCE

10.1 GENERAL

10.1.1 INSURANCE REQUIREMENTS

The following listed insurance requirements shall be carried by the selected Contractor for the preconstruction phase of the contract - additional insurance requirements will be required for the construction phase of the contract.

10.1.1.1 **Commercial General Liability**, written on an occurrence form, for limits not less than \$1,000,000 for bodily injury and property damage for each occurrence and not less than \$2,000,000 aggregate. Coverage shall include premises and operations liability, blanket contractual, broad form property damage, products and completed operations and personal injury endorsements.

10.1.1.2 **Workers' Compensation and Employers Liability** as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$100,000 each accident/disease and \$500,000 aggregate.

10.1.1.3 **Automobile Liability** for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include owned, non-owned and hired automobiles.

10.1.1.4 **Umbrella Liability** of \$5,000,000, following form to the Commercial General Liability.

10.1.1.5 **Railroad Protective Liability Insurance (RPLI)** as required by the Union Pacific Railroad Company (UPRR). Contractor's acquisition of RPLI may be allowed to be delayed with Owner's approval; however, in all cases the Contractor must procure RPLI per the requirements of UPRR for all activities that require it, before any work can be performed inside UPRR right of way.

10.2.1 ADDITIONAL INSURANCE REQUIREMENTS:

- Contractor will be required to, at its own expense, keep in full force and effect during the term of the Agreement, and during the term of any extension or amendment of the Agreement, insurance reasonably sufficient to insure against the liability assumed by Contractor pursuant to the provisions of the solicitation sent by the City of Arvada or as determined by the City of Arvada Risk Manager.
- Issuance of a Contract is contingent upon the receipt of the insurance documents. Work shall not commence before this requirement is met. If the Contractor fails to submit the required insurance documents within fifteen (15) calendar days after notice to submit such policies is given to the Contractor by a City representative, the Contractor may be in default.
- Except for Workers Compensation, Employer's Liability insurance, Automobile Liability and Professional Liability insurance, the City of Arvada must be endorsed as an additional insured on a Certificate of Insurance.
- All coverage must be written with carriers holding a minimum A.M. Best rating of A-:VII, and authorized to do business in Colorado. Coverage shall be primary, and any insurance held by the City of Arvada is excess and non-contributory.

- The City, through its Risk Manager, reserves the right to require additional insurance coverage and other requirements.

10.3 COMPLIANCE

10.3.1 Failure of the Contractor to fully comply with any and all insurance requirements during the Term may be considered a material breach of this Agreement and may be cause for immediate termination of the Agreement at the option of the Owner. The Owner reserves the right to negotiate additional specific insurance requirements at the time of the award.

10.4 MUTUAL COOPERATION

10.4.1 The Owner and Contractor shall cooperate with each other in the collection of any insurance proceeds which may be payable in the event of any loss, including the execution and delivery of any proof of loss or other actions required to effect recovery.

10.4.2 If the Owner finds it necessary to occupy or use a portion or portions of the Work prior to the Date of Completion of the Work, such occupancy shall not commence prior to the time mutually agreed to by the Owner and the Contractor and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. No insurance shall be canceled or allowed to lapse on account of such partial occupancy. Consent of the Contractor and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld. The Contractor shall assist the Owner in completing and executing such form(s) as are necessary for approval of occupancy and use, prior to the Owner's possession and use. Any and all areas so occupied will be subject to a final inspection when the Contractor complies with Article 14, Completion, Final Inspection, Acceptance and Settlement.

ARTICLE 11. INDEMNIFICATION

11.1 The Contractor shall indemnify, save and hold harmless Arvada, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses and attorney's fees, to the extent such claims are caused by any negligent act or omission of the Contractor, its employees, agents, subcontractors or assignees pursuant to the terms of this Agreement, but not to the extent such claims are caused by any act or omission of, or breach of contract by Arvada, its employees, agents, other contractors or assignees, or other parties not under control of or responsible to the Contractor.

11.2 In any and all claims against the Owner, its agents or employees, by any employee of the Contractor, any Subcontractor of any tier, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Article 11 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor of any tier under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

11.3 The obligations of the Contractor under this Article 11 shall not extend to the liability of the Design Consultant, its consultants, agents or employees, arising out of: (1) the preparation or approval of maps, Drawings, Plans, opinions, reports, surveys, Amendments, Change Orders, designs or Specifications; (2) the giving of or the failure to give direction or instructions by the Design Consultant, its consultants, agents or employees, provided such giving or failure to give is the primary cause of the injury or damage; or (3) any acts of the Design Consultant, its consultants, agents or employees outside of the scope of their duties pursuant to the Contract Documents.

ARTICLE 12. CONTRACTOR'S PERFORMANCE AND PAYMENT BONDS

12.1 The Contractor shall furnish a Performance Bond and a Payment Bond on Arvada's approved form, executed by a corporate surety licensed to transact such business in the State of Colorado, each in the full amount of the applicable LLTP CAP or Construction CAP with the Amendment for the addition of the applicable Bid Package to this Agreement. If subsequent Amendments are made to this Agreement which substantially increase the applicable LLTP CAP or Construction Package CAP, increased bond limits shall be furnished by the Contractor upon the acceptance of the increase in the applicable LLTP CAP or Construction Package CAP. The then current bonds shall apply to all Work included within the scope of the applicable LLTP or Construction Package, including but not limited to all prior Work which may have been performed when previous bonds were in effect.

The Amendment for such applicable LLTP or Construction Package shall not take effect or be in force until the Contractor shall have furnished and delivered to Arvada a Payment Bond and Performance Bond, acceptable to Arvada, in a penal sum equal to the nearest integral \$100.00 in excess of the applicable LLTP CAP or Construction Package CAP duly executed by a corporate surety, qualified and licensed to do business in Colorado and maintaining a general agent therein.

12.2 The Performance Bond shall remain in effect until at least one year after the date when such LLTP or Construction Package receives Final Acceptance, except as otherwise provided by law or regulation or by the Contract Documents. The Payment Bond shall remain in effect for not less than the required statutory period. All bonds signed by an agent must be accompanied by a certified copy of the authority to act. All bonds must be acceptable to the Owner.

12.3 The initial Bonds shall be filed with the Owner at the time of execution of the initial, applicable Bid Package.

12.4 If the surety on any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business in the State of Colorado is terminated or it ceases to meet the requirements of Sections 12.1 and 12.2, the Contractor shall within 10 days thereafter, substitute another bond and surety, both of which must be acceptable to the Owner.

12.5 Upon the issuance and acceptance of the Performance Bonds and Payment Bonds, the premium therefor shall be included in the first Pay Estimate for the applicable LLTP CAP or Construction Package CAP. The premiums for all bonds and increases thereto to be provided by

the Contractor as well as those Subcontractors required to be bonded by the Contractor shall be included in the applicable LLTP CAP or Construction Package CAP, and the price of each applicable Amendment and Change Order, and the Contractor shall not be entitled to additional compensation therefor.

ARTICLE 13. ACCESS TO WORK AND OBSERVATION

13.1 DESIGN CONSULTANT'S WORK

13.1.1 The Owner shall be in the first instance, the judge of the performance of the Contractor as it relates to compliance with the Contract Documents and quality of workmanship and material.

13.1.2 The Owner and its Design Consultant shall make visits to the site appropriate to the stage of construction to become familiar with the progress and quality of the Work, and to determine that the Work is proceeding in accordance with the Contract Documents. Observation may extend to all or any part of the Work and to the preparation, fabrication or manufacture of materials.

13.1.3 The Owner shall also observe the following for compliance with the Contract Documents:

13.1.3.1 Shop Drawings; and

13.1.3.2 Any special testing required in the Contract Documents.

ARTICLE 14. COMPLETION, FINAL INSPECTION, ACCEPTANCE AND SETTLEMENT

14.1 NOTICE OF COMPLETION

14.1.1 When the LLTP or Construction Package, or a portion of the Work (as hereafter described) which the Owner has agreed to accept separately, is Complete and ready for final inspection, the Contractor shall file a Notice of Completion with the Owner that the Work, or such portion, in the opinion of the Contractor, is Complete in accordance with the Contract Documents. The Contractor shall prepare and submit with such Notice of Completion a comprehensive list of items to be completed or corrected prior to final payment, which shall be subject to review and additions as the Design Consultant or the Owner shall determine after inspection. If the Design Consultant or the Owner believe that any of the items on the list of items submitted, or any other item of Work to be corrected or completed, or the cumulative number of items of Work to be corrected or completed, shall prevent a determination that the Work is Complete, those items shall be completed by the Contractor and the Notice of Completion shall then be resubmitted.

14.2 FINAL INSPECTION

14.2.1 The Owner and the Contractor shall make a final inspection of the Work to determine whether the Work is Complete and has been completed in accordance with the Contract Documents and the Standard Specifications.

14.2.2 The Contractor shall provide the Owner an updated list in sufficient detail to fully outline the following:

14.2.2.1 Work to be completed, if any; and

14.2.2.2 Work not in compliance with the Drawings, Plans or Specifications, if any.

14.2.2.3 A list shall be made by the Owner in sufficient detail to fully outline to the Contractor:

14.2.2.4 Work to be completed, if any;

14.2.2.5 Work not in compliance with the Drawings or Specifications, if any; and

14.2.2.6 Unsatisfactory Work for any reason, if any.

14.2.4 The required number of copies of the list shall be countersigned by the authorized representative of the Owner and shall then be transmitted by the Owner to the Contractor and Design Consultant. The Owner's final list shall control over the Contractor's preliminary list.

14.3 NOTICE OF COMPLETION

14.3.1 Notice of Completion shall establish the date of Completion of the Work or portion thereof. The Contractor acknowledges and agrees that because of the public at large, greater care must be taken in establishing the date of Completion than might otherwise be the case to ensure that the Project, the Work or any portion thereof is fully usable and safe for public use.

14.3.2 The Notice of Completion shall not be issued until the following have been fully established:

14.3.2.1 The Work, or portion thereof, has been fully inspected as required by the Drawings, Plans and Specifications, and the overall state of completion is appropriate for presentation to the public; and

14.3.2.2 The Contractor has provided a schedule for the completion of each and every item identified on the list which specifies the Subcontractor or trade responsible for the Work, and the dates the completion or correction of the item shall be commenced and finished, with the exception of only those items which are beyond the control of the Contractor despite due diligence. The schedule shall provide for a reasonable list inspection process. Unless liquidated damages have been specified, the cost to the

Owner, if any, for re-inspections due to failure to adhere to the Contractor's proposed list completion schedule shall be the responsibility of the Contractor and may be deducted by the Owner from final amounts due to the Contractor.

14.3.3 Completion of the Work, or portion thereof, shall not be conclusively established by a decision by the Owner to take possession and use of a portion, or all of the Work, where portions of the Work cannot meet all the criteria noted above. Notice of Completion for the Work, or portion thereof, shall, however, only be withheld for substantial reasons when the Owner has taken possession and uses the Work, or portion thereof, in accordance with the Agreement. Failure to furnish the required completion schedule shall constitute a substantial reason for withholding the issuance of any Notice of Completion.

14.3.4 The Contractor shall have the right to request an inspection of any portion of the Work when in the opinion of the Design Consultant and Owner a pre-acceptance list can be reasonably prepared, without confusion as to which portions of the Work which might be issued after such portion is accepted. Portions of the Work may be, but shall not necessarily be limited to, such portions of the Work, as separate deliverables where such Work consists of multiple deliverables. In such circumstances, when in the opinion of the Owner and the Design Consultant, the requirements for issuance of a Notice of Completion can be satisfied with respect to the portion of the Work, a partial Notice of Completion may be issued for such portion of the Work.

14.5 FINAL SETTLEMENT

14.5.1 Final payment and settlement shall be made on the date fixed and published for such payment except as hereafter provided. The Owner shall not authorize final payment until all items on the pre-acceptance list have been completed and the Notice of Final Settlement published. Before the Owner may issue the Notice of Final Settlement and advertise the Work for final payment, the Contractor shall have corrected all items on the pre-acceptance list except those items for which delayed performance is expressly permitted, subject to withholding for the cost thereof, and shall have delivered to the Principal Representative:

- 14.5.1.1 All guarantees and warranties;
- 14.5.1.2 All statements to support local sales tax refunds, if any;
- 14.5.1.3 Three complete bound sets of required operating maintenance instructions and Shop Drawings;
- 14.5.1.4 One set of as-built Contract Documents showing all job changes;
- 14.5.1.5 All required Drawings, Plans, Specifications and reports; and
- 14.5.1.6 Demonstrated to the operating personnel of the Owner the proper operation and maintenance of all equipment.

14.5.2 Upon completion of the foregoing, the Project shall be advertised in accordance with the Notice of Final Settlement by two publications of such notice, the last publication appearing at least 10 days prior to the time of final settlement. Publication and final settlement should not be postponed or delayed solely by virtue of unresolved claims against the Work or the Contractor from Subcontractors, suppliers or material men based on good faith disputes; the resolution of the question of payment in such cases being directed by statute.

14.5.3 Except as hereafter provided, on the date of final settlement thus advertised, provided the Contractor has submitted a written Notice of Final Settlement to the Owner that no Disputes and Claims are outstanding, and further provided that the Owner shall have received no claims, final payments and settlement shall be made in full. If any unpaid claim for labor, materials, rental machinery, tools, supplies or equipment is filed before payment in full of all sums due the Contractor, the Owner shall withhold from the Contractor on the date established for final settlement, sufficient funds to insure the payment of such claim, until the same shall have been paid or withdrawn, such payment or withdrawal to be evidenced by filing a receipt in full or an order for withdrawal signed by the claimant or his or her duly authorized agent or assignee. The amount so withheld may be in the amount of 125% of the claims or such other amount as the Owner reasonably deems necessary to cover expected legal expenses. Such withheld amounts shall be in addition to any amount withheld based on the cost to complete unfinished Work or the cost to repair defective Work. However, as provided by statute, such funds shall not be withheld longer than 90 days following the date fixed for final settlement with the Contractor, as set forth in the published Notice of Final Settlement, unless an action at law shall be commenced within that time to enforce such unpaid claim and a notice of such action at law shall have been filed with the Owner. At the expiration of the 90 day period, the Owner shall release to the Contractor all other money not the subject of such action at law or withheld based on the cost to complete unfinished Work or the cost to repair defective Work.

14.6 RECORDS

14.6.1 Maintenance: The Contractor (and any Subcontractor) shall maintain a complete file of all books, records, accounts, and other written or computerized materials which pertain to the accounting and performance of Work, the delivery of services, and the compliance with applicable requirements under this Agreement, and shall maintain such records for a period of three years after the date of termination of the Agreement, or for such further period as may be necessary to resolve any matters which may be pending.

14.6.2 Access: The Contractor (and any Subcontractor) shall permit Arvada and their designated representatives, during normal business hours, to access all books, records, accounts, and other relevant material concerning the Work performed or services provided under this Agreement for the purpose of investigation, audit, and copying to ascertain compliance with, or to detect violation of, any applicable federal and/or State law or regulation or with the terms of the Agreement, or to evaluate performance under the Agreement. All records or information obtained in this manner shall be used only for the purpose described herein, except as otherwise authorized by law.

14.6.3 Subcontracts: For the benefit of Arvada, the Contractor shall include the language of this Section 14.6 in all subcontracts, in order to require the Subcontractor(s) to comply with the record maintenance and access conditions described above.

ARTICLE 15. OWNER'S RIGHT TO TERMINATE CONTRACT

15.1 TERMINATION FOR DEFAULT

15.1.1 General: If the Contractor should be adjudged bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed to take over its affairs, or if it should fail to prosecute the Work with due diligence and carry the Work forward in accordance with its work schedule or if it should fail to subsequently perform one or more of the provisions of the Contract Documents to be performed by it, the Owner may service written notice on the Contractor and the surety on its Performance Bonds and Payment Bonds, stating its intention to exercise one of the remedies hereinafter set forth and the grounds upon which the Owner may, without prejudice to any other right or remedy, exercise one of such remedies, at once.

15.1.2 Conditions and Procedures:

- 15.1.2.1 The Owner may terminate the services of the Contractor, which termination shall take effect immediately upon service of a Notice of Termination thereof on the Contractor and its surety, whereupon the surety shall have the right to take over and perform the Agreement. If the surety does not commence performance of this Agreement within 10 days after service of the Notice of Termination, the Owner may take over the Work, take possession of and use all materials, equipment, and deliverables on the site, and prosecute the Work to completion by such means as it shall deem best. In the event of such termination of its service, the Contractor shall not be entitled to any further payments under this Agreement until the Work is completed and accepted. If the cost, expenses, and damages to perform the Work, as determined by the Owner, exceed such unpaid balance of the Contract Sum or the applicable LLTP CAP as the case may be, the Contractor and its surety shall pay the difference to the Owner.
- 15.1.2.2 The Owner may take control of the Work and either make good the deficiencies of the Contractor or direct the activities of the Contractor in doing so, employing such additional help as the Owner deems advisable. In such event, the Owner shall be entitled to collect from the Contractor and its surety, or to deduct from any payment then or thereafter due the Contractor, the costs incurred in having such deficiencies made good and any damages or expenses incurred through the default of the Contractor, provided the Owner approves the amount thus charged to the Contractor.
- 15.1.2.3 The Owner may require the surety on the Contractor's Performance Bond to take control of the Work at once and see to it that all the deficiencies of

the Contractor are made good, with due diligence. As between the Owner and the surety, the cost of making good such deficiencies shall all be borne by the surety. If the surety takes over the Work, either upon termination of the services of the Contractor or upon instructions from the Owner to do so, the provisions of the Contract Documents shall govern in respect to the Work done by the surety, the surety being substituted for the Contractor as to such provisions, including provisions as to payment for the Work and provisions of this Article as to the right of the Owner to do the Work or to take control of the Work.

15.2 TERMINATION FOR CONVENIENCE OF ARVADA

15.2.1 The performance of Work under this Agreement may be terminated, in whole or in part, by the Owner when the Owner determines that the purposes of the distribution of public funds under this Agreement would no longer be served by completion of the Work. Termination of Work hereunder shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of Work under this Agreement is terminated and the date upon which such termination becomes effective.

15.2.2 After receipt of the Notice of Termination, the Contractor shall cancel its outstanding commitments hereunder covering the procurement of all applicable LLTP and CMGC Services deliverables. In addition, the Contractor shall exercise all reasonable diligence to accomplish the cancellation or diversion of its outstanding commitments covering all applicable LLTP and CMGC Services and extending beyond the date of such termination to the extent that they relate to the performance of any Work terminated by the Notice of Termination. With respect to such canceled commitments, the Contractor agrees to:

15.2.2.1 Settle all outstanding liabilities, disputes and claims arising out of such cancellation of commitments, with the approval or ratification of the Owner, to the extent it may require, which approval and ratification shall be final for all purposes of this clause; and

15.2.2.2 Assign to the Owner in the manner, at the time and to the extent directed by the Owner, all of the right, title, and interest in the Contractor under the orders and Subcontractors so terminated, in which case the Owner shall have the right, in its discretion, to settle or pay any or all liabilities, disputes and claims arising out of the termination of such orders and subcontracts.

15.2.3 The Contractor shall submit its Termination Claim to the Owner within 90 days after receipt of a Notice of Termination unless one or more extensions in writing are granted by the Owner upon written request of the Contractor within such 90 day period or authorized extension thereof. Upon failure of the Contractor to submit its Termination Claim within the time allowed, the Owner may determine, on the basis of information available to it, the amount, if any, due to the Contractor by reason of the termination, and shall thereupon pay to the Contractor the amount so determined.

15.2.4 Costs claimed, agreed to, or determined pursuant to Sections 15.2.3 and 15.2.5 shall be limited to the Contract Sum and the applicable LLTP CAP or Construction Package CAP, and the provisions of Sections 8.6 and 8.8. The sums to be paid to the Contractor shall not include any compensation, loss, or lost profit on Work not performed by the Contractor or any of its Subcontractors of any tier or suppliers.

15.2.5 Subject to the provisions of Section 15.2.3 above, the Contractor and the Owner may agree upon the whole or any part of the amount(s) to be paid to the Contractor by reason of the termination under this section, which amount(s) may include any reasonable cancellation charges thereby incurred by the Contractor and any reasonable loss upon outstanding commitments for applicable LLTP CAP, Construction Package CAP, and CMGC Services which it is unable to cancel; provided, however, that in connection with any outstanding commitments for applicable LLTP CAP, Construction Package CAP, and CMGC Services which the Contractor is unable to cancel, the Contractor shall have exercised reasonable diligence to divert such commitments to its other activities and operations. Any such agreement shall be embodied in an Amendment to this Agreement, and the Contractor shall be paid the agreed amount.

15.2.6 The Owner may from time to time, under such terms and conditions as it may prescribe, make partial payment against costs incurred by the Contractor in connection with the terminated portion of this Agreement, whenever, in the opinion of the Owner, the aggregate of such payment is within the amount to which the Contractor shall be entitled hereunder.

15.2.7 The Contractor agrees to transfer title and deliver to the Owner, in the manner, at the time, and to the extent, if any, directed by the Owner, such information and items which, if this Agreement had been completed, would have been required to be furnished to the Owner, including:

- 15.2.7.1 Completed or partially completed Drawings (including as-built Drawings), Shop Drawings, Plans, Specifications, and information; and
- 15.2.7.2 Materials and equipment produced or in process or acquired in connection with the performance of the Work terminated by the Notice of Termination.

Other than the above, any termination inventory resulting from the termination of this Agreement may, with the written approval of the Owner, be sold or acquired by the Contractor under the conditions prescribed by and at a price or prices approved by the Owner. The proceeds of any such disposition shall be applied in reduction of any payments to be made by the Owner to the Contractor under this Agreement, or shall otherwise be credited to the price or cost of Work covered by this Agreement, or paid in such other manner as the Owner may direct. Pending final disposition of property arising from the termination, the Contractor agrees to take such action as may be necessary, or as the Owner may direct, for the protection and preservation of the property related to this Agreement which is in the possession of the Contractor, and in which the Owner has or may acquire an interest.

15.3 AVAILABLE FUNDS CONTINGENCY TERMINATION

15.3.1 The Parties expressly recognize that the Contractor is to be paid, reimbursed, or otherwise compensated with funds approved by City Council for the purpose of contracting for the Work provided for herein, and therefore, the Contractor expressly understands and agrees that all its rights, demands, and claims to compensation arising under this Agreement are contingent available funds. If such funds or any part thereof are not available, Arvada may immediately terminate this Agreement without liability, including for termination costs.

ARTICLE 16. MISCELLANEOUS PROVISIONS

16.1 DESIGN CONSULTANT

16.1.1 It is expressly understood that the Owner shall directly retain the services of the Design Consultant.

16.2 EQUAL EMPLOYMENT OPPORTUNITY, LABOR COMPLIANCE, AND ON THE JOB TRAINING

16.2.1 The Contractor confirms that it has an equal employment opportunity policy ensuring equal employment opportunity without regard to race, color, national origin, sex, age, religion or handicap; and that it maintains no employee facilities segregated on the basis of race, color, religion or national origin.

16.3 NON-DISCRIMINATION. The Contractor shall comply with all applicable Legal Requirements that enumerate unlawful employment practices including discrimination because of race, religion, color, gender, age, disability, or national origin. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, age or handicap. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, national origin, religion, gender, age or handicap. Such action shall include the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

16.3.1 Inclusion in Subcontracts

The Contractor shall include Sections 7.2.1 in every Subcontract over \$10,000 (including purchase orders), and shall require that they be included in all Subcontracts over \$10,000 at lower tiers, so that such provisions will be binding upon each Subcontractor.

16.4 DISPUTES AND CLAIMS

16.4.1 All Disputes and Claims shall use Section 2.44 of *Arvada's Engineering Code of Standards and Specifications*.

16.5 EXECUTION OF EXHIBITS

16.5.1 It is contemplated by the Parties that certain exhibits hereto shall not be accomplished or finalized at the time this Agreement is executed as such exhibits must, by the nature of the provisions relative thereto, be executed by the Parties subsequent to the execution of this Agreement. The Parties shall be diligent in accomplishing such exhibits at the earliest appropriate time in accordance with the provisions hereof.

16.6 GOVERNMENTAL IMMUNITY

16.6.1 Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, et.seq., CRS, as now or hereafter amended. The Parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of Arvada, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of Section 24-10-101, et. seq., CRS, as now or hereafter amended.

16.7 LEGAL AUTHORITY

16.7.1 The Contractor warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind the Contractor to its terms. The person(s) executing this Agreement on behalf of the Contractor warrant(s) that such person(s) have full authorization to execute this Agreement.

16.8 ASSIGNMENTS AND SUBCONTRACTS

16.8.1 Contractor's rights and obligations hereunder are personal and may not be transferred, assigned or subcontracted without the prior, written consent of Arvada. Any attempt at assignment, transfer, subcontracting without such consent shall be void. All assignments, subcontracts, or Subcontractors approved by Contractor or Arvada are subject to all of the provisions hereof.

16.9 BINDING EFFECT

16.9.1 Except as otherwise provided in Section 16.12, all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

16.10 COUNTERPARTS

16.10.1 This Agreement may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

16.11 ENTIRE UNDERSTANDING

16.11.1 This Agreement represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or affect whatsoever, unless embodied herein.

16.12 CHANGE ORDER PROCESS.

16.12.1 If Arvada wishes to add services, Arvada may so request in writing. Email will suffice as a writing for this purpose. If Contractor is not able to accommodate Arvada, it will promptly notify Arvada.

16.12.2 When both parties have agreed on the contents of a Change Order, both parties shall so indicate by signing the Change Order.

16.12.3 Once a Change Order has been agreed to in writing, signed by the parties, the Change Order shall be deemed a part of this Agreement. Any such Change Orders shall be subject and subordinate to the terms of this Agreement and incorporated herein, unless otherwise agreed to in writing signed by the parties.

16.13 INTEGRATION, AMENDMENT, AND SEVERABILITY. 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. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect if the essential terms and conditions of this Agreement for both parties remain valid, legal, and enforceable.

16.14 TERMS AND CONDITIONS IN SOLICITATION. Contractor affirms that it has read and is familiar with the Contract Documents, including but not limited to the General Terms and Conditions, Special Terms and Conditions, Insurance Requirements, and other RFQ requirements, and agrees to be bound by those terms and conditions

16.15 PERFORMANCE MEASURES. The Performance Measures for this Agreement shall be those proposed by Contractor in its original Response to Arvada's solicitation and accepted by Arvada, which are included in the Contract Documents that are exhibits to this Agreement.

ARTICLE 17. COLORADO SPECIAL PROVISIONS

17.1 CORA DISCLOSURE

17.1.2 To the extent not prohibited by federal law, this Agreement and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

17.2 PAYMENTS TO CONSTITUTE CURRENT EXPENDITURES. Financial obligations of Arvada, if any, after the current year, are contingent on funds for that purpose being appropriated, budgeted, and otherwise made available by the City Council for the City of Arvada. Arvada's obligations under the Agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of Arvada within the meaning of Article X, Section 20 of the Colorado Constitution.

17.3 GOVERNMENTAL IMMUNITY.

No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

17.4 INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of Arvada. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through Arvada, and Arvada shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits shall be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall not have authorization, express or implied, to bind Arvada to any contract, liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by Arvada, and (c) be solely responsible for its acts and those of its employees and agents.

17.5. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101.

Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Contract.

DATED this _____ day of _____, 20__.

CITY OF ARVADA, a Colorado home
rule municipal corporation

Marc Williams, Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

SEMA CONSTRUCTION, INC.

Steven C. Mills, Corp. V.P. Contracts
smills@semaconstruction.com
7353 South Eagle Street
Centennial, Colorado 80112

Exhibit 2.11.1

This Agreement

Exhibit 2.11.2

The current City of Arvada Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements and Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated by reference

Exhibit 2.11.3

Project Special Provisions prepared or issued by Arvada or
its Design Consultant if applicable

CONTRACT DOCUMENTS

West 72nd Avenue Improvements Swadley Court to Kipling Street Construction Package #1

CAP NTP SET*

City of Arvada Project No. 18-ST-30

*This 90% Specification package is based off the 90% CAP items and quantities, updated 100% Specifications will be issued for construction at a later date.

February 2021

MULLER ENGINEERING COMPANY, INC.

**ENGINEERING SERVICES AND TRAFFIC DIVISIONS
ARVADA, COLORADO
SPECIAL PROVISIONS
WEST 72ND AVENUE IMPROVEMENTS
SWADLEY COURT TO KIPLING STREET**

The 2019 Standard Specifications for Road and Bridge Construction controls construction of this project. The following special provisions supplement or modify the Standard Specifications and take precedence over the Standard Specifications and plans.

PROJECT SPECIAL PROVISIONS

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**ENGINEERING SERVICES AND TRAFFIC DIVISIONS
ARVADA, COLORADO
SPECIAL PROVISIONS
WEST 72ND AVENUE IMPROVEMENTS
SWADLEY COURT TO KIPLING STREET**

PROJECT SPECIAL PROVISIONS

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**TRANSPORTATION AND ENGINEERING DIVISION
ARVADA, COLORADO
SPECIAL PROVISIONS
WEST 72ND AVENUE IMPROVEMENTS
SWADLEY COURT TO KIPLING STREET**

STANDARD SPECIAL PROVISIONS

	Date	No. of Pages
Revision of Section 107 – Project Safety Management Plan	(April 13, 2020)	1
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COMMENCEMENT AND COMPLETION OF WORK

The Contractor shall commence work under the contract on or before the 5th day following the “Notice to Proceed” unless such time for beginning the work shall be changed by the City of Arvada Engineering Services Division Resident Engineer in the “Notice to Proceed.” The Contractor shall complete all work within 120 calendar days in accordance with the “Notice to Proceed.”

Section 108 of the Standard Specifications is hereby revised for this project as follows:

Subsection 108.03 shall include the following:

Salient Features to be shown on the Contractor’s progress schedule are:

1. Notice to Proceed
2. Mobilization / Permits
3. Construction Traffic Control/Signing
4. Erosion Control Device Placement
5. Clearing and Grubbing/Tree Removal/Protect Existing Vegetation
6. Survey
7. Monthly Weather Days
8. Remove Asphalt Mat and Concrete Pavement
9. Potholing
10. Utility Coordination / Waterline Relocation and Sanitary Sewer as shown in plans
11. Waterline and Sanitary Sewer Installation
12. Sidewalk
13. Hot Mix Asphalt (Patching)(Asphalt), Aggregate Base Course (Class 6)
14. Revegetation (Topsoil, Seeding, Mulching etc.)
15. Fences
16. Letter of Completion
17. Final Inspection
18. Punch List Repairs
19. Final Acceptance

END OF SECTION REVISION

RIGHT OF WAY RESTRICTIONS

The contractor is hereby made aware that at the time of **Notice to Proceed** on this project, the City of Arvada (City) does not have possession of all necessary Right of Way (ROW) required to complete this project. Until notified by the City of available parcels, the project site will be considered a **No Work Area**. As ROW becomes available, the City will update the Contractor and will also provide information on anticipated lifting of restriction dates for specific ROW parcels.

It is anticipated that the majority of ROW will be available by 6-30-21. However, the current schedule anticipates that all ROW will be acquired by 7-24-21.

Contractor shall be required to phase the project based on available ROW at the time of Notice to Proceed.

END OF SECTION REVISION

**REVISION OF SECTION 101
DEFINITIONS AND TERMS**

Section 101 of the Standard Specifications is hereby revised for this project as follows:

101.18 CONTRACT MODIFICATION ORDER – Change Order

101.28 DEPARTMENT – City of Arvada Department of Public Works

101.29 ENGINEER – The City Engineer for the City of Arvada, acting either directly or through an authorized representative who is responsible for engineering and administrative supervision of the project.

101.48 PRE-CONSTRUCTION CONFERENCE – A meeting of City project personnel, Contractor project personnel and other stake holders held prior to the beginning of construction at which topics pertinent to the successful prosecution of the work are discussed.

101.51 PROJECT ENGINEER – The Engineer for the City of Arvada, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.

101.73 (a) When specifically referenced in these documents, the Standard Specifications shall also include the current City of Arvada *Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements*, dated January 12, 2016.

101.76 STATE – City of Arvada, Colorado (where applicable)

Add Subsection 101.96, 101.97 and 101.98, 101.99, and 101.100 as follows:

101.96 Day. Where the word “day” is used without the reference “calendar” or “working” preceding it, it shall be interpreted to mean calendar day.

101.97 Letter of Completion. Written notification sent by the Contractor to City of Arvada that the Work is completed and ready for final inspection.

101.98 Final Inspection. Final inspection refers to the “punch list” final walk-through.

101.99 Punchlist. A written list submitted to the Contractor of any defects identified during the Final Inspection or any other limited specific Work inspections.

101.100 Final Acceptance. Once all Punchlist items have been satisfactorily completed, a written acceptance of the Work will be provided by City of Arvada to the Contractor.

END OF SECTION REVISION

**REVISION OF SECTION 102
PROJECT PLANS AND OTHER DOCUMENTS**

Section 102 of the Standard Specifications is hereby revised for this project as follows:

Subsection 102.05 shall include the following:

- ♦ WEST 72ND AVENUE IMPROVMENTS, SWADLEY COURT TO KIPLING STREET CONSTRUCTION PACKAGE NO. 1, PREPARED BY MULLER ENGINEERING COMPANY.
- ♦ CONTRACT DOCUMENTS WEST 72ND AVENUE IMPROVEMENTS, SWADLEY COURT TO KIPLING STREET CONSTRUCTION PACKAGE NO. 1, CITY OF ARVADA PROJECT NUMBER 18-ST-30.

END OF SECTION REVISION

**REVISION OF SECTION 104
SCOPE OF WORK**

Section 104 of the Standard Specifications is hereby revised for this project as follows:

Subsection 104.02 (c) shall include the following:

Claims made by the Contractor for any loss of anticipated salvage value, for items shown to be removed and become the property of the Contractor, because of any such alterations, or by reason of any variations between the approximate quantities and the quantities of work as done, will not be accepted.

In Subsection 104.04, item (a), delete the 2nd paragraph and replace with the following:

Maintenance requirements are outlined in item (e) below. Payment will be per items (f) and (h) below.

In Subsection 104.04, add the following paragraphs:

- (e) General. The Contractor shall perform the following routine maintenance work:
 - 1. Repair of pavement surfaces. This work will normally require full depth patching. However, where damage resulting from the Contractor's operations is extensive, the Engineer may order full width overlays with hot mix asphalt to provide an acceptable driving surface for the traveling public.
 - 2. Maintaining adequate drainage.
 - 3. Keeping the traveled roadway clear of rock and debris.
 - 4. Shouldering-up along the edge of pavement where needed.
 - 5. Dust control.
 - 6. Maintain the construction fencing throughout the project.
 - 7. Protect and cover all trenches each night to assure a safe work zone.
- (f) The Contractor shall bear all expense of the routine maintenance work required for maintaining the traveled roadway for the traffic through the project, as described above, until final acceptance of the project is made pursuant to subsection 105.20.
- (g) Adverse Weather Conditions. The Contractor shall cease any operation that affects traffic when the Engineer determines that slippery roads, poor visibility, or other adverse weather conditions make traffic control hazardous to the traveling public. Operations shall not begin until the conditions improve to the point where the roadway becomes safe.
- (h) Costs. All costs incidental to the foregoing requirements will not be paid for separately but shall be included in the work.

Delays or impacts to the Contractor due to the requirements of this provision shall not be a basis for an extension of time or additional compensation, or both.

END OF SECTION REVISION

**REVISION OF SECTION 105
CONTROL OF WORK**

Section 105 of the Standard Specifications is hereby revised for this project as follows:

Subsection 105.02(f) shall include the following:

Payment for preparing and furnishing “As Constructed” plans (red-lined drawings) will not be paid for separately but shall be included in the work.

In Subsection 105.09, delete the second paragraph and replace with the following:

In case of discrepancy, the order of precedence is as follows:

- (a) West 72nd Avenue Swadley Court to Kipling Street Construction Package No. 1 Construction Contract.
- (b) Agreements and Permits
- (c) Project Special Provisions.
- (d) Standard Special Provisions
- (e) Plans (Calculated dimensions will govern over scaled dimensions).
 - 1) Detailed Plans.
 - 2) Standard Plans.
- (f) Standard Specifications.

In Subsection 105.11, delete the first paragraph and replace with the following:

The Contractor shall comply with Article 1.5 of Title 9, CRS (“Excavation Requirements”) when excavation or grading is planned in the area of underground utility facilities. The Contractor shall notify all affected utilities at least two (2) business days prior to commencing such operations. Contact the Utility Notification Center of Colorado (UNCC) to have locations of UNCC registered lines marked by member companies (811). All other underground facilities shall be located by contacting the respective company. Utility service laterals shall also be located prior to beginning excavating or grading.

The location of utility facilities, as shown on the plans and as herein described, were obtained from the best available information.

All costs incidental to the foregoing requirements shall not be paid for separately but shall be included in the work. Full compensation for compliance and cooperation, as required by this section, shall be considered to be included in the unit prices paid for various Contract items of work and no additional compensation will be allowed.

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**REVISION OF SECTION 105
CONTROL OF WORK**

It shall be the Contractor's responsibility to determine the exact location of utilities that may interfere with construction of this project in advance of beginning construction in an area so that potential conflicts may be resolved by exploratory excavation sufficiently in advance of beginning construction in an area. Cost for exploratory excavation shall not be paid for as potholing. Costs to locate and expose utilities via potholing or excavation done by the Contractor shall not be paid for by the City but shall be included in the work.

The Contractor shall provide two (2) weeks advance notice to the utility companies prior to commencing any work affecting said utility(s). Work involving changes in, or interference with, utility service shall be done at such times and in such manner that it will cause the least interference with the proper handling and delivery of the utility service to the receiving customers. The Contractor shall notify all parties that will be affected 24 hours prior to the time sewer or water service is disconnected or interrupted. All services so disconnected, interrupted, or damaged shall be immediately repaired and restored to service. Repair work shall be continuous until the service is restored. No service shall be left inoperative overnight. When work is being performed in the vicinity of utilities, the Contractor shall take appropriate measures to provide for the protection of the utility.

Should the Contractor desire to have any rearrangement made in any utility facility for his convenience in order to facilitate his construction operations, he shall make whatever arrangements are necessary with the owners of such utility for such rearrangement and bear all expenses in connection therewith.

Due to utility relocation operations that may have occurred after preparation of the plans, attention is directed to the possible existence of underground facilities not known to the City or in a location different from that which is indicated on the plans or in the special provisions. The Contractor shall take reasonable steps to ascertain the exact location of all underground facilities prior to doing work that may damage such facilities or interfere with their service. If the Contractor discovers underground facilities not indicated on the plans or in the special provisions, he shall immediately give the Engineer and the utility owner written notification of the existence of such facilities and coordinate the rearrangement of the facility as provided above.

All costs incidental to the foregoing requirements shall not be paid for separately but shall be included in the work. Full compensation for compliance and cooperation, as required by this section, shall be considered to be included in the unit prices paid for Contract items of work and no additional compensation will be allowed. The Potholing pay item will only be used for investigating newly found functioning utilities that were not on the plans and will be directed by the Engineer.

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**REVISION OF SECTION 105
CONTROL OF WORK**

In Subsection 105.11, delete paragraph three and replace with the following:

In accordance with C.R.S. 9-1.5-103 et seq. (Excavation Requirements – Plans and Specifications), the Department will certify in the project plans and specifications which Quality Level (A-D) the depicted existing known utilities are, pursuant to the most recent version of the ASCE Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data (CI/ASCE 38-02). The Contractor shall not be relieved of its responsibility to comply with the requirements set forth therein and shall not rely solely on the City's plans and specifications when completing its work with respect to existing buried utilities. The Contract will indicate those utility items which are to be relocated or adjusted by the utility owner or which are to be relocated or adjusted by the Contractor. The Contractor shall consider in the bid proposal all of the permanent and temporary utility facilities in their present or relocated positions as shown in the Contract and as revealed by site investigation. Utility delays due to changes which are the responsibility of the Contractor will be considered non-excusable delays. Utility delays beyond the Contractor's control and not due to the fault or negligence of the Contractor shall be documented by the Contractor and tied to the project's critical path schedule, so as to demonstrate a timeline of events leading up to the utility owner's failure to perform and subsequent delay to the project. Delays will be determined to be compensable or non-compensable in accordance with subsection 108.08. The Contractor and the Engineer shall meet with the utility owners as often as necessary to coordinate and schedule relocations or adjustments. Additional compensation will not be allowed for foreseeable coordination, inconvenience, or damage sustained due to interference from the utility facilities or the removal or relocation operations as indicated in the Contract.

The Contract Documents will indicate those utility facilities which are to be located, relocated or adjusted by the utility owner or which are to be located, relocated or adjusted by the Contractor. The Contractor shall consider in the bid proposal all of the permanent and temporary utility facilities in their present or relocated positions as shown in the Contract Documents and as revealed by site investigation. The Contractor shall meet with the utility owners as often as necessary to coordinate and schedule relocations or adjustments. All costs incidental to the foregoing requirements shall not be paid for separately but shall be included in the work. Full compensation for compliance and cooperation, as required by this section, shall be considered to be included in the unit prices paid for Contract items of work and no additional compensation will be allowed. The Potholing pay item will only be used for investigating newly found functioning utilities that were not on the plans, as directed by the Engineer.

Any questions regarding utilities should be directed to the individual utility.

Subsection 105.16 shall be revised to include the following:

Sampling and testing of work for this project shall be performed by the Contractor according to the Colorado Department of Transportation *Field Materials Manual*, current edition.

The Contractor is responsible for Quality Control. The City or its designated consultant will perform Quality Assurance sampling and testing of the work.

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**REVISION OF SECTION 105
CONTROL OF WORK**

Delete Subsection 105.21 and replace with the following:

Final Inspection. Final acceptance of the project shall be subject to the terms and conditions required by the Contract.

END OF SECTION REVISION

**REVISION OF SECTION 105
COOPERATION WITH UTILITIES**

Section 105 of the Standard Special Provisions is hereby revised for this project as follows:

Subsection 105.11 shall include the following:

The Contractor will be required to attend a Utility Design/Constructability meeting to be conducted by the City of Arvada in April of 2021. The exact meeting date, time, and location will be determined and conveyed to the Contractor a minimum of one week in advance of the meeting.

The purpose of this meeting will be to coordinate all utility relocation activities between the Contractor and the affected utility owners in the project corridor. During this meeting, viable phasing schemes will be determined and coordinated such that the Contractor's construction phasing can be integrated with utility relocation activities.

No additional measurement or payment will be made for attendance at this utility design/constructability meeting, but shall be considered subsidiary to the contract.

See Utilities specification for additional information.

END OF SECTION REVISION

**REVISION OF SECTION 105
COOPERATION BETWEEN CONTRACTORS**

Section 105 of the Standard Specifications is hereby revised for this project as follows:

Subsection 105.12 shall include the following:

The Contractor has the responsibility of coordinating the work with the construction operations of Utility Company Contractors working in the project corridor. See Utility specifications for additional information.

The Contractor shall coordinate work with the other contractors and utility companies to ensure the construction of all projects occur with minimal disruption to the traveling public. The Contractor is responsible for determining and addressing all construction and other potential coordination issues that may impact the project, including viable phasing schemes to complete both utility relocation, and construction of the roadway elements. The Contractor is not entitled to compensation for delays caused by other construction activity.

A **Cooperation between Contractors Plan** that includes communication and coordination of work schedules shall be submitted for review and acceptance by the Engineer 7 days prior to the start of work. As a minimum, the plan shall address the following:

- Coordination of emergency vehicles through the projects and the implementation of an Emergency Vehicle Access Plan.
- Communication with the local emergency responders and law enforcement agencies.
- Communication with City of Arvada.
- Combined construction phasing schedule incorporating all salient features for the relocation of utilities by other forces.

Updates to the Emergency Vehicle Access Plan shall be posted by the Public Information Manager. This shall include updated information to be maintained on the local number Public Information line. Updates shall be posted weekly or whenever changes have been approved by the City of Arvada.

The Contractor shall schedule and coordinate all traffic lane closures and MHT's at least five days prior to the lane closure or MHT taking effect. All other phasing sequencing shall be submitted to the Engineer for approval prior to its implementation.

Contractors representatives shall meet with City of Arvada and other entities as often as necessary to maintain coordination of construction activities.

The cost of the coordination and communication equipment shall be included in the work with no separate payment.

END OF SECTION REVISION

**REVISION OF SECTION 107
INSURANCE**

Section 107.18 is hereby revised to read:

For this project, all insurance certificates shall name City of Arvada as an additionally insured party.

END OF SECTION REVISION

**REVISION OF SECTION 107
LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC**

Section 107 of the Standard Specifications is hereby revised for this project as follows:

Subsection 107.02 shall include the following:

The Contractor will be responsible for obtaining a “no-fee” Right-of-Way Use and Construction Permit from City of Arvada Engineering Services Division. Copies of all permits and plans shall be available on site at all times.

Subsection 107.12 shall include the following:

The Contractor shall endeavor to protect the existing trees and vegetation during construction with the exception of those trees and shrubs which must be removed to accommodate new structures or landscape. Specific areas of vegetation to be protected shall be fenced in the field by the Contractor as shown on the plans or as directed by the Project Engineer. Fencing shall be installed to protect the maximum practical amount of tree root zone as recommended by arborist and approved by Project Engineer.

Equipment shall not be parked and building materials shall not be stockpiled within 30 feet of the existing trees.

The Contractor shall take care when excavating, grading, or planting around tree roots. Roots larger than 1 inch shall not be cut for the purposes of installing water or sewer lines or other items which can be relocated. Irrigation lines and such should be installed under tree roots or moved to the side whenever possible.

Trees, shrubs, bushes and vegetation will be evaluated for damage during construction and just prior to final acceptance.

If the fence is knocked down or destroyed by the Contractor, the Engineer will suspend the work, wholly or in part, until the fence is repaired to the Engineer's satisfaction at the Contractor's expense. Time lost due to such suspension will not be considered a basis for adjustment of time charges but will be charged as contract time.

Subsection 107.15 shall include the following:

The types and coverage limits of insurance shall be as listed in the Contract.

The Contractor's comprehensive general liability, automobile liability, and umbrella liability policies shall name as additional insured the following: The City of Arvada. The Contractor shall submit copies of policies concerning such coverage to City of Arvada contemporaneously with the submittal of the insurance certificates.

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**REVISION OF SECTION 107
LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC**

Subsection 107.25(b), add the following:

25. This project is subject to a permit with the Colorado Department of Public Health and Environment (CDPHE) for Stormwater Discharges Associated with Construction Activities (Stormwater Construction Permit). The Stormwater Construction Permit will be obtained by the contractor prior to construction. The Contractor is responsible for operational control, identified in the permit, to address the impacts that construction activities at the project site may have on stormwater runoff. The permit will include a Stormwater Management Plan (SWMP) and the SWMP must be maintained to include all activities covered by the Stormwater Construction Permit. In the event that a Notice of Violation of the permit is issued as a result of the Contractor's Work, the Contractor shall resolve the violation including without limitation payment of any fines and costs. The Contractor is required to comply with all aspects of the Stormwater Construction Permit and SWMP at no additional cost.

In the event all construction activities have been completed and accepted (Final Acceptance), but final stabilization of vegetative cover has not been achieved, the Contractor shall continue to perform all inspection, sampling, testing and submittal of reports to the City, at least once every 30 calendar days, as required by the Stormwater Discharge Permit. Such work will continue until final stabilization of vegetative cover is established. All work necessary to comply with this requirement shall be performed at no additional cost. The Contractor shall remove all temporary erosion and sediment controls from the project site upon final stabilization of vegetative cover. All work necessary to comply with this requirement shall be performed at no additional cost.

For information on required steps to transfer ownership and inactivate the Stormwater Construction Permit, contact:

Colorado Department of Health
Water Quality Control Division
4300 Cherry Creek Drive South
WQCD-P-B2
Denver, Colorado 80246-1530
Telephone: (303) 692-2000

Subsection 107.25(c), paragraph 1, add the following:

All work and costs associated with permits and certifications as outlined in 107.25 (b), and paragraphs 21, 22 and 23, will not be paid for separately, but shall be included in the work.

END OF SECTION REVISION

**REVISION OF SECTION 108
PROSECUTION AND PROGRESS**

Section 108 of the Standard Specifications is hereby revised for this project as follows:

In Subsection 108.01, delete the first sentence of the second paragraph and replace with the following:

The Contractor will be permitted to sublet a portion of the Contract; however, the Contractor's organization shall perform work amounting to not less than 35 percent of the total contract cost.

In Subsection 108.02, delete the last sentence and replace with the following:

The Contractor shall commence work under the Contract on or before the fifth calendar day from the date of receipt of a "Notice to Proceed," and shall complete all work in accordance with the "Notice to Proceed."

Delete Subsection 108.03 and replace with the following:

CONTRACTOR'S CONSTRUCTION SCHEDULE

A. GENERAL

1. The Contractor shall provide a Critical Path Project Schedule covering the duration of the project, beginning with the "Date of Award", and ending with "Punch List Repairs". An early completion project schedule will not be submitted by the Contractor and will not be accepted by the City of Arvada. All costs relating to the preparation, submittal, and acceptance of the Schedule, reports and revisions, and all requirements of this subsection will not be paid separately but shall be included in the work. The purpose of the Project Schedule is to:
 - a. Assure adequate planning, scheduling, and reporting during the execution of the Work by the Contractor.
 - b. Assure coordination of the Work of the Contractor and various Subcontractors at all tiers.
 - c. Establish a critical path for the completion of the Work to assist the Contractor, City of Arvada and Engineer in monitoring the progress of the Work and evaluating proposed changes to the Contract Duration and the Project Schedules resulting from changes in the work and/or potential weather delays.
 - d. Assist in the coordination of construction activities so as to complete the Work within the Contract time.
2. The Project Schedule shall be based upon the Critical Path method (CPM) for planning, scheduling, and progress reporting of the Work.

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**REVISION OF SECTION 108
PROSECUTION AND PROGRESS**

3. The Project Schedule shall include a graphic network prepared by the Contractor. The Contractor shall submit all schedule submissions to the City as both a printed or plotted pure logic diagram and a bar chart with an accompanying electronic copy of the schedule. The electronic file shall be in a file format published by Primavera Project Planner, Primavera Suretrack, or Microsoft Project.
4. The Contractor shall provide a Network, which shall be a reasonable representation of how the Work is planned to be performed and shall be used to monitor the progress of the work of the Contract. All costs associated with the development and maintenance of the schedule shall be borne by the Contractor.

In Subsection 108.08, replace the second paragraph with the following:

The Contractor shall not carry on construction operations on Saturdays, Sundays, or holidays unless previously arranged, except for pre-wetting, making emergency repairs, and providing proper protection of the work. The Contractor shall be allowed to work between the hours of 7:00 AM to 7:00 PM. Monday through Friday. The Contractor shall perform all on-roadway work between 8:30 A.M. and 3:30 P.M. Monday through Friday. The Contractor may be required to perform certain construction activities between 7:00 PM and 7:00 AM and on weekends as approved by the Engineer. Refer to Revision of Section 630 for limitations on work which interferes with traffic. Nighttime work will be allowed by obtaining a nighttime noise exemption from City of Arvada

In Subsection 108.08(a), add following:

The contract time shall not be changed, except by Contract Modification Order in accordance with the Contract.

In Subsection 108.08(c), delete the section and replace with the following:

The definition of delays shall be those stated in the Contract.

END OF SECTION REVISION

**REVISION OF SECTION 109
MEASUREMENT AND PAYMENT**

Section 109 of the Standard Specifications is hereby revised for this project as follows:

Subsection 109.01 shall include the following:

The Contractor shall collect the scale ticket on each load of 304 and 403 material when it is delivered to the project site, and ensure that the information required in subsection 109.01 is shown on each ticket:.

The scale tickets shall be available on site for City of Arvada personnel to inspect.

Each day the Contractor shall provide to the Engineer envelopes which contain the previous day's signed tickets and the following:

1. On each envelope: Project number, date delivered to project, type of material, location placed, daily total and cumulative total.
2. One of the following:
 - a. Two adding machine tape tabulations of the weight tickets with corresponding totals run and signed by different persons,
 - b. One signed adding machine tape tabulation of the weight tickets that has been checked and signed by a second person and a signed check tape of computer scale tickets that have a cumulative total. These scale tickets must be consecutive and without voids adjustments.
3. A listing of any overweight loads on the envelope, including ticket numbers and amount over legal limit.
4. A comparison of the actual yield for each day's placement to the theoretical yield. Theoretical yield shall be based on the actual area paved, the planned thickness, and the actual density of the mixture being placed. Any variance greater than +2.5% shall be indicated on the envelope and a written explanation included.

Each day, the Contractor shall provide a vehicle identification sheet that contains the following information for each vehicle:

1. Vehicle number
2. Length
3. Tare weight
4. Number of axles
5. Distance between extreme axles
6. All other information required to determine legal weight
7. Legal weight limit

In Subsection 109.04, delete paragraph (a), (b), (c), (d), (g), (h), (i), and replace with the following:

For work paid under a Force Account with no established Contract unit pricing, the Contractor shall determine a unit or lump sum price inclusive of labor, equipment, and materials for review by the Engineer. Administrative compensation in paragraph (e) will be paid in addition to accepted unit or lump sum pricing.

In Subsection 109.06, subparagraph (a), delete the second and third sentences and replace with the following:

The amount to be retained will be five percent of the value of the completed work, exclusive of payments for materials on hand. No further amount will be retained subject to the following:

- (1) A full ten percent retainage of the value of the completed work shall be implemented if the Contractor's progress of performance is not satisfactory to the City.
- (2) The amount of payment and retainage shall be subject to consent of any surety entitled to such right of approval pursuant to any performance or payment bonds.

In Subsection 109.06, delete subparagraph (b).

END OF SECTION REVISION

**REVISION OF SECTION 201
CLEARING AND GRUBBING**

Section 201 of the Standard Specifications is hereby revised for this project as follows:

Revise Subsection 201.01 to include the following:

This work includes the removal, pruning and trimming of all trees (12" caliper or smaller), shrubs, bushes, and other vegetation within the limits of cut and fill shown on the plans (or as noted) that is not designated to remain or be transplanted. This work includes the preservation from injury or defacement of all vegetation and objects designated to remain or be transplanted.

Revise Subsection 201.02 to include the following:

Once all directed clearing is completed and accepted, no additional clearing, will be allowed unless approved, in writing, by the Engineer.

No tree will be removed without prior approval of the Engineer. Trees removed without prior approval of the Engineer will be replaced at the Contractor's expense. Replacement trees will be of the caliper or size of the type of tree removed.

All wood, debris, lumber, and other obstructions not designated to remain shall be cleared, as required.

Pruning of trees shall include removal of all branches within five (5) feet vertically of the ground, or seven (7) feet vertically of the ground if overhanging a sidewalk, bike path, driveway, or other walkway. Also prune all dead branches.

Trimming of tree branches shall be performed with a chainsaw or other type of saw with a wood cutting blade. Branches shall be cleanly cut and removed at the trunk or at the "V" connection of the branch. Damage to the tree resulting from improper pruning or trimming may result in the Contractor being required to replace the tree at their expense or be liable for the value of the tree per Subsection 107.12.

Subsection 201.04 shall be revised to include the following:

Removal and disposal of trees greater than a caliper of 6 inches measured three feet above the ground shall be measured separately and paid in accordance with Section 202. Trees with a caliper measured 6 inches or less three feet above the ground shall be included in Clearing and Grubbing.

The Contractor shall mark all trees anticipated for removal and disposal with flagging. No tree shall be removed without approval of the Engineer. Once approval is given, the Contractor shall remove and dispose of trees off site within 24 hours.

Complete removal of the tree stump and main root structure is required for all trees within the roadway prism, including travel lanes, curb, gutter and sidewalk. The tree stump of all trees removed outside of the roadway prism shall be ground with a stump grinder. Tree stump grinding or removal and disposal for existing tree stumps (tree already removed), regardless of caliper, will be paid as part of Clearing and Grubbing.

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**REVISION OF SECTION 201
CLEARING AND GRUBBING**

Stumps shall be ground with a stump grinder to a minimum depth of 12 inches below finished grade or removed by digging around the stump and main root structure, and carefully pulled out with a backhoe bucket or other means. The Contractor is hereby cautioned that the potential for shallow underground utilities exist in close proximity to tree stumps. The Contractor shall verify no utilities are in conflict prior to commencing stump grinding or removal operations.

END OF SECTION REVIS

**REVISION OF SECTION 202
REMOVAL OF STRUCTURE**

Section 202 of the Standard Specifications is hereby revised for projects as follows:

Subsection 202.01 shall include the following:

Removal of Structure shall consist of the complete demolition, subsequent removal and disposal, of one (1) shed structure at the following property:

1. 11530 W. 72nd Pl.
Arvada, CO 80004

Existing shed. Work includes:

- Removal of existing shed structure and possible concrete foundation

This work shall be completed in accordance with the City of Arvada Engineering Code of Standards and Specifications, current edition and in conformity with the information provided within this specification and the plans.

Prior to proceeding with demolition, the Contractor shall obtain the following:

- The contractor shall contract with, at his sole expense, a Colorado Department of Public Health and Environment (CDPHE) licensed person or company to evaluate each structure for the presence of Asbestos Containing Material (ACM) and lead based paint. The contractor shall provide the findings of the asbestos and lead based paint survey to the City for review upon completion of the investigation. If ACM and/or lead based paint are found to be present in either structure to be removed, the contractor shall provide ACM and lead based paint abatement in accordance with all federal, state, local, and/or City requirements. The abatement must be completed by a Colorado Department of Public Health and Environment (CDPHE) certified abatement contractor and shall be completed in accordance with CDOT Specification 250.07 – Asbestos Containing Material Management and also in accordance with CDOT Asbestos Contaminated Soil Management Standard Operating Procedure. Additionally, depending on the type of ACM, this material must also be abated in accordance with either Section 5.5 of the Solid Waste Regulations, or Regulation No. 8 of the Air Quality Control Commission Regulations. Workers on this project must follow CDOT Specification 250 – Environmental, Health and Safety Management. The abatement shall be measured and paid for under the Force Account (F/A) pay item F/A Environmental Health and Safety Management, per section 250.
- Contractor shall be responsible for obtaining all necessary federal, state, local, and City permits needed for both the needed abatement and full demolition of the structures described above. This would include any permits required for disconnection and protection of public utilities, or any other permits needed to complete the work.
- All fees associated with state/local/federal/City permitting and notification requirements for building demolition..

- Contractor shall also ensure the safety and security of the worksite at all times. This should include providing any protection necessary for the traveling public and a secure worksite to prevent unauthorized access at all times.
- Utility locates and verification that all utilities have been properly disconnected.

The Contractor shall submit written verification that all the above has been obtained prior to commencement of demolition operations.

The Contractor is responsible for compliance with all federal, state, and local laws, regulations, and ordinances.

The Contractor shall completely remove and disposal of structures, foundations (including footers), including all pipes, conduits and similar appurtenances lying therein in its entirety, and any earthwork or grading in preparation for the installation of the roadway improvements. Any earthwork and grading (including compaction) shall be performed per CDOT specifications applicable to this project..

Disconnection of water and sewer services shall be at the main. All related costs for disconnecting the water and sewer services, including obtaining a right-of-way permit from the City of Arvada for work in the adjacent street (i.e. Teller St.), excavation, backfill, flowfill, asphalt removal and replacement, curb and gutter and sidewalk removal and replacement, traffic control, etc. shall be included in the work. Basements, crawl spaces, and all depressed areas remaining after the demolition of all structures shall be backfilled and compacted in accordance with Section 203. All work associated with backfilling and grading shall also be included in the work.

The following City of Arvada specification applies to the water and sewer line disconnects:

Sec. 5.1.3 Demolition and disconnection of existing utilities.

Prior to demolition of a building on premises, including moving of a building to another location, an owner must request the utility billing division to turn off water and read the water meter. A permit to disconnect the utilities will be obtained from the engineering division and a permit for demolition will be obtained from the building inspection division (if required). The utility disconnects will be in accordance with city engineering specifications. The utility service lines shall be disconnected at the main, unless otherwise specified in writing by the utilities manager. (Ord. No. 2574, § 1, 11-21-88; Ord. No. 3403, § 14, 10-20-97)

Xcel Energy shall be responsible for the electrical and natural gas utility disconnects. Coordination with Xcel forces may be necessary to accommodate this work.

Contractor shall take special note to Right-of-way Restrictions Specification regarding timing of access to properties.

Subsection 202.11 shall include the following:

Removal of Structure will be paid as each. All work and costs associated with the removal, demolition, disposal and restoration shall be included in the work, measurement and payment for any other items will not be made. All material generated from the removal shall become the property of the Contractor.

Subsection 202.12 shall include the following:

Pay Item	Pay Unit
Removal of Structure	Each

No separate measurement or payment will be made for: asbestos investigation and reports, clearing and grubbing, removal and disposal of buildings, foundation, basement slabs, cesspool, privies, buried fuel and septic tanks (or abandonment), above ground fuel tanks, wells, well casing, wells (or abandonment), slabs on grade; disconnect and protection of public utilities or improvements; sawing, excavation, hauling and disposal of all rubble and material, furnishing, hauling, placing, backfilling including basements, compacting fill and grading the area to drain; protection of facilities designated to remain, protection and security of worksite, but shall be included in the work.

The contract unit price bid shall also include the salvage of materials removed, their custody, preservation, storage, and disposal as specified in the Contract Documents.

END OF SECTION REVISION

**REVISION OF SECTION 202
REMOVAL OF ASBESTOS CEMENT PIPE**

Section 202 of the Standard Specifications is hereby revised for this project as follows:

Subsection 202.02 shall include the following:

The Contractor is advised a portion of the existing 6" pipe removal may include asbestos cement pipe (the key maps in the area of removal show an existing 6" asbestos cement pipe that transitions to 6" PVC pipe, with the primary portion of the existing line to be removed as asbestos cement pipe) Asbestos cement pipe shall be handled, removed, and disposed of according to the required regulations of The Colorado Department of Public Health and Environment (CDPHE), the Department of Environmental Health, Environmental Quality Division (EQD), Section 250, and other applicable regulations.

Subsection 202.11 shall include the following:

Removal of six (6) inch asbestos cement pipe six (6) inches will be paid for as Removal of Asbestos Cement Pipe Costs for asbestos materials handling and disposal will not be paid for separately but shall be included in the work. All handling and disposal of existing asbestos cement pipe shall follow applicable regulations as outlined above

END OF SECTION REVISION

**REVISION OF SECTION 202
REMOVAL OF FIRE HYDRANT**

Section 202 of the Standard Specifications is hereby revised for this project as follows:

Subsection 202.11 shall include the following:

The quantity to be measured for removal of fire hydrant shall be the number of existing fire hydrants, hydrant barrels, and elbows actually removed and salvaged and 6-inch laterals plugged as shown on the drawings.

Subsection 202.12 shall include the following:

Payment for removal of fire hydrant shall include full compensation for removing and salvaging of the fire hydrant, hydrant barrel, and elbow to the City of Arvada and plugging the 6-inch hydrant lateral (with a 6-inch mechanical joint plug) and placing all materials required and for excavation, backfilling, and compaction to restore the site, complete in place. This includes the removal and replacement of existing sidewalk, curb and gutter, fences, landscaping, etc.

END OF SECTION REVISION

**REVISION OF SECTION 202
REMOVAL OF WATER METER**

Section 202 of the Standard Specifications is hereby revised for this project as follows:

Subsection 202.11 shall include the following:

The quantity to be measured for removal of water meter (including meter pit, meter setter, cone and lid, water service) removed and disposed of as shown on the drawings. This work includes removing all items related to the meter pit, filling the meter pit hole, and compacting the fill. Actual water meter to be maintained and switched to new meter pit after the service has been transferred from the existing water line main to the next water main.

Subsection 202.12 shall include the following:

Payment shall include full compensation for locating, excavating, removing, hauling, and disposal of the existing meter pit to an off-site location.

END OF SECTION REVISION

**REVISION OF SECTION 202
REMOVAL OF ASPHALT MAT**

Section 202 of the Standard Specifications is hereby revised for this project as follows:

Subsection 202.01 shall include the following:

This work includes removal and disposal of existing asphalt mat within the project limits as shown on the plans or at locations directed by the Engineer.

In subsection 202.02 delete the seventh paragraph and replace with the following:

The existing asphalt mat, which varies in thickness, shall be removed in a manner that minimizes contamination of the removed mat with underlying material. The removed mat shall become the property of the Contractor and shall be either disposed of outside the project site, or used in one or more of the following ways:

1. Used in embankment construction in accordance with subsection 203.06.
2. Placed in bottom of fills as approved by the Engineer.
3. Placed in the subgrade soft spots as directed by the Engineer.

Subsection 202.11 shall include the following:

The removal of the existing asphalt mat will be measured by the square yard of mat removed to the required depth and accepted.

Subsection 202.12 shall include the following:

Payment will be made under:

Pay Item	Pay Unit
Removal of Asphalt Mat	Square Yard

Unless otherwise specified in the Contract, the disposal of the asphalt mat or its use in other locations on the project will not be measured and paid for separately, but shall be included in the work.

END OF SECTION REVISION

**REVISION OF SECTION 202
REMOVAL OF PORTIONS OF PRESENT STRUCTURE**

Section 202 of the Standard Specifications is hereby revised for this project as follows:

In Subsection 202.08 shall include the following:

The Contractor shall remove existing and abandoned water infrastructure that includes, but not limited to: two (2) existing vaults, one (1) manhole, one (1) meter pit, two (2) valves and any portions of pulverized concrete that was left in place from the old water tank at this location.

Subsection 202.11 shall include the following:

Removal of Portions of Present Structure will be paid as lump sum. All work and costs associated with the removal, demolition, disposal and restoration shall be included in the work, measurement and payment for any other items will not be made. All material generated from the removal shall become the property of the Contractor.

Subsection 202.12 shall include the following:

Pay Item	Pay Unit
Removal of Portions of Present Structure	Lump Sum

END OF SECTION REVISION

**REVISION OF SECTION 202
REMOVAL AND REPLACEMENT OF FENCE**

Section 202 of the Standard Specifications is hereby revised for this project as follows:

Subsection 202.02 shall include the following:

The Contractor shall remove the portions of existing fence as designated on the plans to allow for utility work. The remaining portions designated to remain shall be protect from damage. All damage to fences designated to remain in place shall be repaired at the Contractor's expense. Method of repair shall be approved by the Engineer.

CONSTRUCTION REQUIREMENTS

The contractor shall install and construct fencing that is the equivalent height, identical type, and posts as the existing fence. The posts shall be spaced evenly to match the spacing like the existing fence.

. METHOD OF MEASUREMENT

The quantity of Removal and Replacement of Fence shall be measured by the lineal foot of fence that is to be removed and replaced between posts.

BASIS OF PAYMENT

The accepted quantities of removal and replacement of fence will be paid for at the contract unit price

Payment will be made under:

Pay Item	Pay Unit
Removal and Replacement of Fence	Linear Foot

Payment for removal and replacement of fence will be full compensation for all labor, materials, tools, equipment, and incidentals required to install removal and replacement of fence as designated in the plans, as specified in these special provisions, and as directed by the Engineer.

The concrete foundations for the posts for the removal and replacement of fence will not be measured and paid for separately but shall be included in the work.

END OF SECTION REVISION

**REVISION OF SECTION 203
POTHOLING**

Section 203 of the Standard Specifications is hereby revised for this project as follows:

Subsection 203.05(f) shall include the following:

Potholing excavation work shall be performed utilizing hydrovac equipment capable of reaching the required depths necessary to expose buried utility lines located throughout the project. The truck shall be capable of containing a sufficient amount of water needed for the work activity as well as any slurry generated for disposal at a location to be determined by the Contractor. Slurry will not be disposed of within the highway right-of-way unless approved by the project Engineer. All potholing methods and locations shall be preapproved by the Engineer. Any potholing that has not been approved by the Engineer shall be at the Contractor's expense.

Subsection 203.11(e) shall include the following:

Contractor shall be responsible for marking, measuring and documenting the elevation and offset of all located utilities during potholing. All utility locate data shall be submitted to the Project Engineer no later than one working day after the utility has been located. Measuring, recording and documenting of utility locations shall not be measured and paid for separately but shall be included in the cost of the work.

Upon completion of documentation of existing utilities, potholes shall be backfilled with round 1/4" minus pea gravel. Backfilling of the potholes will also not be measured and paid for separately but shall be included in the cost of the work.

Subsection 203.12 shall include the following:

The accepted quantities will be paid for at the contract unit price per hour.

Payment will be made under:

Pay Item	Pay Unit
Potholing	Hour

END OF SECTION REVISION

REVISION OF SECTION 207 TOPSOIL

Section 207 of the Standard Specifications is hereby revised for this project as follows:

Subsection 207.01 shall be revised to include the following:

This work shall consist of excavating and stockpiling topsoil from all disturbed areas within the limits of construction. It shall consist of replacing topsoil on all disturbed areas as shown on the plans not previously covered and paid for by Section 203.02. This work also shall consist of replacing topsoil in areas of field changes as directed by the Engineer. All placement of topsoil must comply with the construction plan set.

Subsection 207.02 shall be revised to include the following:

The Contractor shall ensure that the area used to store topsoil shall be free of noxious weeds. Failure will result in the rejection of this topsoil. At least 30 days before placement of topsoil, the Contractor shall supply a sample of the topsoil to Colorado State University Soil Testing Laboratory, or other laboratory acceptable to the Engineer, for analysis. A Certificate of Compliance from the University shall be provided to the Engineer to verify the organic matter content, pH, sodium absorption ratio, electrical conductivity and nutrient requirements.

Topsoil shall meet the following criteria:

Property	Minimum Value	Maximum Value
Ph	6.5	7.2
Sodium Absorption Ratio	-	10.0
Salts (electrical conductivity)	-	4.0 mhos/cm
Organic matter	3%	10%

Topsoil shall contain the following minimum ammonium DTPA (chelate) extractable nutrients the extracting solution used by Colorado State University Soil Testing Laboratory:

Nitrogen	5 ppm Air dried basis
Phosphorus	5 ppm
Potassium	30 ppm
Iron (Fe)	5 ppm

Topsoil shall not include any minerals or elements detrimental to plant growth. All rocks and debris larger than two inch in diameter that are visible after the topsoil is spread shall be removed and disposed of in an appropriate manner on the project site.

Soil testing will not be measured and paid for separately but shall be included in the work. If the topsoil does not meet the stated criteria, soil amendments shall be imported and blended with the existing topsoil to bring the topsoil into compliance. See Section 207.05. Additional testing may be required which will not be paid for separately but shall be included in the work.

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REVISION OF SECTION 207
TOPSOIL

Subsection 207.03 shall be revised to include the following:

Materials selected for topsoil and lying within the limits of construction shall be excavated and stockpiled along the project at locations as approved by the Engineer. The stockpiled material will be field surveyed to determine quality.

Topsoil, as required by the plans, shall be imported as necessary to complete the work.

Topsoil shall not be placed until the areas to be covered have been properly prepared and grading operations in the area have been completed.

Outside of median areas, topsoil shall be placed and spread to a thickness of 6 inches and shall be keyed into the underlying material by the use of harrows, rollers, or other equipment suitable for the purpose. Prior to seeding or planting, the areas shall be inspected by the Engineer once topsoil is placed. The Contractor shall notify the Engineer at least 24 hours in advance when areas are ready for inspection.

The Contractor shall disclose his designated topsoil borrow area which must be approved by Engineer before this work is begun.

Subsection 207.04 shall be revised to include the following:

On-site generated topsoil shall be measured at the stockpile sites. Exceptions will be when field changes are made. In case of exceptions, quantities will be based upon a measure of the area receiving an approved depth of material as accepted by the Engineer.

See Revision of Section 212, Soil Conditioning, for soil amendment requirements.

Subsection 207.05 shall be revised to include the following:

The use of manure for soil amendments is not allowed. All soil process amendments shall be submitted to and approved by the Engineer prior to application. The addition of soil amendments needed to bring the topsoil into conformance with the specifications will not be measured and paid for separately but shall be included in the work.

The accepted quantity of topsoil measured as provided above will be paid for at the contract unit price for the pay item listed.

Payment shall be made under:

Pay Item	Pay Unit
Topsoil	Cubic Yard

For which payment shall be total compensation for all labor, equipment, materials, and incidentals required to obtain, excavate, stockpile, haul, apply water, and place topsoil to the lines and grades shown on the plans or as directed, complete in place and accepted.

END OF SECTION REVISION

**REVISION OF SECTION 208
EROSION CONTROL**

Section 208 of the Standard Specifications is hereby revised for this project as follows:

Wherever Section 208 is in conflict with the City of Arvada Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements, dated January 2016 (Arvada Standards), the Arvada Standards or other standards referenced therein shall take precedence.

The term *Sediment Control Log* shall be considered equivalent with the term *Erosion Log*.

The term *Rock Sock* shall be considered equivalent with the term *Aggregate Bag*.

END OF SECTION REVISION

**REVISION OF SECTION 209
WATERING AND DUST PALLIATIVES**

Section 209 of the Standard Specifications is hereby revised for this project as follows:

Subsection 209.05 shall include the following:

The Contractor shall be responsible for controlling vehicle and equipment speeds within the project site to keep dust to a minimum. If excessive dust is being generated by construction traffic, the Contractor shall immediately take corrective measures.

In Subsection 209.08, delete paragraphs one, two, and three and replace with the following:

Water required for all work covered under the contract will not be measured and paid for separately but shall be included in the work. The source of this water is the Contractor's responsibility. Water may not be taken from on-site ditches, creeks, or their tributaries.

END OF SECTION REVISION

**REVISION OF SECTION 212
SEEDING (NATIVE)**

Section 212 of the Standard Specifications is hereby revised for this project as follows:

In subsection 212.06 (c), beginning with the third sentence delete the remainder of the paragraph and replace with the following:

Seeding shall be accomplished by broadcast seeding and separate broadcast applications for the various seed mix components described in this specification. After seeding, rake areas to effectively and lightly cover seeds. Seeds shall be covered with a maximum of 1/4 inches of soil depth.

NATIVE SEEDING

The seed mixture shall consist of locally native species of perennial grasses listed below with temporary cover crop mix added. The specified seed mixtures shall be broadcast at those rates doubled, and species specified.

Native Seed Mix

Species	Variety	Percent of Mix	Rate - PLS lbs./Acre
Western wheatgrass	Arriba, Barton	25	4
Green needlegrass	Lodorm	10	1.6
Blue grama	Lovington	20	3.2
Buffalograss	Kaw	25	4.0
Switchgrass	Blackwell, Nebraska	10	1.6
Sideoats grama	Vaughn	10	1.6
TOTAL:		100	16 lbs/acre

Mulching shall be with certified weed free hay or straw followed by tackifier and conform to standard spec. section 213.03. Mulch shall be applied at the rate of 1.5 tons per acre.

Soil conditioning for seeded areas shall conform to Revision of Section 212.

Method of payment shall conform to standard specifications section 212.07.

Subsection 212.08 shall include the following:

Payment will be made under:

Pay Item

Seeding (Native)

Pay Unit

Acre

END OF SECTION REVISION

REVISION OF SECTION 212 SOIL CONDITIONING

Section 212 of the Standard Specifications is hereby revised for this project to include the following:

DESCRIPTION

This work shall consist of incorporating fertilizer and an organic amendment into the top six (6) inches of the soil *below* the topsoil, in areas to be seeded and planted.

MATERIALS

Soil amendments to be tilled into seeding lawn and tree and shrub planting areas shall include:

- A. 4 cubic yards organic amendment per 1000 square feet
- B. 5 lbs Diammonium phosphate 18-46-0 per 1000 square feet

The organic amendment shall include the following:

An organic product containing a mixture of composted cow or sheep manure and wood residue that has been aerobically and naturally processed in such a manner as to maintain a consistent temperature of 140 degrees Fahrenheit or greater for a period of time that is long enough to accomplish the following specifications:

1. The windrows of composted organic amendment (cow or sheep manure) have to be composted for 70 to 90 days. Certification must be provided to prove the product has gone through this process.
2. Contain no significant level of dirt or soil and contain a maximum of 30% composted wood residue (pine or aspen wood).
3. The pH after composting shall be between 6.5 and 7.5 with an organic matter content of not less than 30%.
4. Soluble salts shall not be greater than 3mmhos/cm.

The Contractor shall submit a ½ lb. sample of the product along with a recent (last 6 month) laboratory analysis, four weeks before its use on the project site for the Engineer's approval. A Certificate of Compliance shall be provided to the Engineer to verify the organic matter content, ph and carbon matter to nitrogen ratio.

CONSTRUCTION REQUIREMENTS

All seeded areas shall be amended with composted organic amendment as shown on the plans and shall be tilled or ripped to a depth of 8 inches into the soil. After ripping remove all debris such as concrete, rocks, asphalt, (greater than 2 inches diameter) and other deleterious from area.

Stockpiling of material on project site in excess of 30 days shall not be allowed.

The areas shall be inspected by the Engineer once soil conditioning is completed and before topsoil is placed. The Contractor shall notify the Engineer at least 24 hours in advance when areas are ready for inspection.

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**REVISION OF SECTION 212
SOIL CONDITIONING**

METHOD OF MEASUREMENT

Soil conditioning will be measured by the actual number of acres completed and accepted. Payment for soil conditioning shall include incorporation and material. Measurement for acres will be slope distances.

BASIS OF PAYMENT

The accepted quantities of soil conditioning will be paid for at the contract unit price. Payment will be made under:

Pay Item	Pay Unit
Soil Conditioning	Acre

Payment will be full compensation for all work necessary to complete the work.

END OF SECTION REVISION

**REVISION OF SECTION 304
AGGREGATE BASE COURSE**

Section 304 of the Standard Specifications is hereby revised for this project as follows:

Subsection 304.02 shall include the following:

Materials for the base course shall be Aggregate Base Course (Class 6) as shown in subsection 703.03

The aggregate base course (Class 6) must meet the gradation requirements and have a resistance value of at least 78 when tested by the Hveem Stabilometer method.

END OF SECTION REVISION

REVISION OF SECTION 403 HOT MIX ASPHALT

Section 403 of the Standard Specifications is hereby revised for this project as follows:

Subsection 403.02 shall include the following:

The design mix for hot mix asphalt shall conform to the following:

TABLE 403-1

Property	Test Method	Value For Grading			
		S (75)	SX (75)	Patching SX	
Air Voids, percent at: N (design)	CPL 5115	3.5 – 4.5	3.5 – 4.5	3.5 – 4.5	
Lab Compaction (Revolutions): N (design)	CPL 5115	75	75	75	
Stability, minimum	CPL 5106	28	28	28	
Aggregate Retained on the 4.75 mm (No. 4) Sieve with at least 2 Mechanically Induced fractured faces, % minimum	CP 45	60	60	60	
Accelerated Moisture Sus- ceptibility Tensile Strength Ratio (Lottman), minimum	CPL 5109 Method B	80	80	80	
Minimum Dry Split Tensile Strength, kPa (psi)	CPL 5109 Method B	205 (30)	205 (30)	205 (30)	
Grade of Asphalt Cement, Top Layer			PG 64-22	PG 64-22	
Grade of Asphalt Cement, Layers below Top		PG 64-22		PG 64-22	
Voids in the Mineral Aggregate (VMA) % minimum	CP 48	See Table 403-2	See Table 403-2	See Table 403-2	
Voids Filled with Asphalt (VFA), %	AI MS-2	65-80	65-80	65-80	
Dust to Asphalt Ratio Fine Gradation Coarse Gradation	CP 50	0.6 – 1.2 0.8 – 1.6	0.6 – 1.2 0.8 – 1.6	0.6 – 1.2 0.8 – 1.6	
Note: AI MS-2 = Asphalt Institute Manual Series 2 Note: Mixes with gradations having less than 40% passing the 4.75 mm (No. 4) sieve shall be approached with caution because of constructability problems. Note: Gradations for mixes with a nominal maximum aggregate size of one inch or larger are considered a coarse gradation if they pass below the maximum density line at the #4 screen. Gradations for mixes with a nominal maximum aggregate size of 3/4" to 3/8" are considered a coarse gradation if they pass below the maximum density line at the #8 screen. Gradations for mixes with a nominal maximum aggregate size of #4 or smaller are considered a coarse gradation if they pass below the maximum density line at the #16 screen.					

All mix designs shall be run with a gyratory compaction angle of 1.25 degrees and properties must satisfy Table 403-1. Form 43 will establish construction targets for Asphalt Cement and all mix properties at Air Voids up to 1.0 percent below the mix design optimum.

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REVISION OF SECTION 403
HOT MIX ASPHALT

Table 403-2

Nominal Maximum Size*, mm (inches)	Minimum Voids in the Mineral Aggregate (VMA)			
	***Design Air Voids **			
	3.5%	4.0%	4.5%	5.0%
37.5 (1½)	11.6	11.7	11.8	N/A
25.0 (1)	12.6	12.7	12.8	
19.0 (¾)	13.6	13.7	13.8	
12.5 (½)	14.6	14.7	14.8	
9.5 (⅜)	15.6	15.7	15.8	
4.75 (No. 4)	16.6	16.7	16.8	16.9
	* The Nominal Maximum Size is defined as one sieve larger than the first sieve to retain more than 10%. ** Interpolate specified VMA values for design air voids between those listed. *** Extrapolate specified VMA values for production air voids beyond those listed.			

The Contractor shall prepare a quality control plan outlining the steps taken to minimize segregation of HMA. This plan shall be submitted to the Engineer and approved prior to beginning the paving operations. When the Engineer determines that segregation is unacceptable, the paving shall stop, and the cause of segregation shall be corrected before paving operations will be allowed to resume.

A minimum of 1 percent hydrated lime by weight of the combined aggregate shall be added to the aggregate for all hot mix asphalt.

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**REVISION OF SECTION 403
HOT MIX ASPHALT**

Subsection 403.03 shall include the following:

The Contractor shall use an approved anti-stripping additive. The amount of additive used shall be a minimum of 0.5 percent by weight of the asphalt cement. The additive shall be added at the refinery or at the hot plant. If liquid anti-stripping additive is added at the plant, an approved in-line blender must be used. The blender shall be in the line from the storage tank to the drier drum or pugmill. The blender shall apply sufficient mixing action to thoroughly mix the asphalt cement and anti-stripping additive.

The Contractor shall construct the work such that all roadway pavement placed prior to the time paving operations end for the year, shall be completed to the full thickness required by the plans. The Contractor's Progress Schedule shall show the methods to be used to comply with this requirement.

Delete subsection 403.05 and replace with the following:

403.05 The accepted quantities of hot mix asphalt will be paid for in accordance with subsection 401.22, at the contract unit price per ton for the asphalt mixture.

Payment will be made under:

Pay Item	Pay Unit
Hot Mix Asphalt (Patching)(Asphalt)	Ton

Aggregate, asphalt recycling agent, additives, hydrated lime, and all other work necessary to complete each hot mix asphalt item will not be paid for separately but shall be included in the unit price bid. When the pay item includes the PG binder grade, the asphalt cement will not be measured and paid for separately but shall be included in the work.

END OF SECTION REVISION

**REVISION OF SECTION 604
MANHOLE SLAB BASE (10 FOOT)**

Section 604 of the Standard Specifications is hereby revised to include the following:

Subsection 604.01 shall include the following:

The manholes to be installed shall be 4 feet in diameter and shall be in accordance with the City of Arvada specifications for typical manholes including ring and cover, seals, manhole steps,

Subsection 604.04(b) shall include the following:

The Contractor shall ensure that all rims match the proposed grades, for cast-in-place manholes.

Subsection 604.04 shall include the following:

The Contractor shall set all manhole rings and covers 1/4 inch below the finished grade of the paved surface to match cross slope and profile. The final adjustment shall be made prior to the top lift of pavement being placed.

END OF SECTION REVISION

**REVISION SECTION 607
FENCE (PLASTIC)**

Section 607 of the Standard Specifications is hereby revised for this project as follows:

Subsection 607.03, eighth paragraph shall include the following:

Prior to the start of construction, fencing shall be installed to protect trees and other features as designated on the plans or as directed by the Engineer.

END OF SECTION REVISION

**REVISION OF SECTION 607
FENCE (TEMPORARY)**

Section 607 of the Standard Specifications is hereby revised for this project to include the following:

607.02 Chain link metal woven fencing that is the equivalent height as the existing fence with metal posts secured to the ground. Fencing material shall be placed prior to removing the existing fence to avoid impacts to property owners who have pets, children or other sensitive items that need to be fenced. Some sort of privacy screening will need to be applied to the chain-link fencing prior to the existing fence being removed.

CONSTRUCTION REQUIREMENTS

607.03 Fence (Temporary) shall be constructed identical height to the existing fence.

METHOD OF MEASUREMENT

The quantity of Fence shall be measured by the lineal foot

BASIS OF PAYMENT

The accepted quantities of fence (temporary) will be paid for at the contract unit price.

Payment will be made under:

Pay Item	Pay Unit
Fence (Temporary)	Linear Foot

Payment for fence (temporary) will be full compensation for all labor, materials, tools, equipment, and incidentals required to install fence (temporary) as designated in the plans, as specified in these special provisions, and as directed by the Engineer.

The concrete foundations for the posts for the fence (temporary) will not be measured and paid for separately but shall be included in the work.

REVISION OF SECTION 619**WATER METER**

Section 619 of the Standard Specifications is hereby revised for this project as follows:

Subsection 619.04 shall include the following:

The quantity to be measured for payment shall be the number of meter pits/water services removed from the existing 12-inch water line and transferred to the new water line after the new water service and meter pit has been installed. These meter pits/services shall be installed as shown on the plans, complete in place. The water services to be installed are $\frac{3}{4}$ -inch and 1-inch as shown on the plans. The existing meter pit shall be removed and paid for separately as "Removal of Water Meter." The cone and lid shall be installed to a depth to match the existing grade.

Subsection 619.05 shall include the following:

Pay Item	Pay Unit
Water Meter	Each

Payment shall include full compensation for assembling and placing all materials required and for excavation, backfilling, and compaction to install the meter pit and water service including $\frac{3}{4}$ " service line, 1" service line, cone and lid, tapping saddles, meter setter, tracer wire, couplings, fittings, removal and reuse of existing meters, and all other items according to the service detail. The area around surrounding the meter pit and service shall be returned to its original condition.

END OF SECTION REVISION

**REVISION OF SECTION 619
CONNECT TO EXISTING WATER LINE**

Section 619 of the Standard Specifications is hereby revised for this project as follows:

Subsection 619.04 shall include the following:

The quantity shall not be measured, but shall include all materials, equipment and labor necessary for excavation, dewatering of pipeline, backfilling, and compaction to furnish and install the connection to the existing 6" water line at Miller Street and existing 8" and 18" water lines in 72nd Avenue at Oak Street as shown in the plans, complete in place. Measurement shall include necessary 6", 8", and 18" pipe, kick blocks, foster adaptors, necessary 6", 8", and 18" fittings including but not limited to long solid sleeves, horizontal bends, vertical bends, tees, plugs and caps, restraint and all incidentals necessary for the connection. The plans show a 6" mechanical joint long solid sleeve (as needed) and a 6" PVC to 6" asbestos cement coupling being installed at Miller Street to connect to the existing 6" asbestos cement water line. The plans show an 18"x12" mechanical joint cross, two 18" mechanical joint long solid sleeves, a 12"x8" mechanical joint reducer, and an 8" mechanical joint long solid sleeve. The connection to the existing water lines at Oak Street will be removed and re-installed as a part of future construction phases. Contractor is to field verify depth of existing 6", 8", and 18" water lines prior to construction to verify tie-in elevation (the new water lines shall match existing water line elevations). Temporary blow-off valves and thrust restraint shall be provided and maintained throughout construction for testing purposes. The location of the temporary blow-off valves will be dependent on the order of construction work. Only one connection to the existing potable water system shall be made until all disinfection, flushing, and pressure/leakage testing has been completed in accordance with The City of Arvada Standard Specifications for Water and Wastewater Facilities and has been accepted by the City of Arvada. Measurement shall also include the removal of the existing sections of pipe and the removal and disposal of any existing kick blocks necessary to make the connection.

Subsection 619.05 shall include the following:

Pay Item	Pay Unit
Connect to Existing Waterline	Each

Payment shall include removal, disposal, dewatering of pipelines, temporary blow-off valves, temporary thrust restraints, potholing, assembling and placing all materials required and for excavation, backfilling, and compaction to install the connection to the waterline, complete in place. This work will not be measured and paid for separately but shall be included in the cost of the Connect to Existing Waterline.

END OF SECTION REVISION

**REVISION OF SECTION 619
ABANDON EXISTING WATER LINE IN PLACE**

Section 619 of the Standard Specifications is hereby revised for this project as follows:

Subsection 619.04 shall include the following:

The quantity shall not be measured, but shall include all materials, equipment and labor necessary for excavation, dewatering of pipeline, backfilling, and compaction to furnish and install the abandonment of the existing 6" water line in place as shown in the plans at Miller Street, complete in place. The existing water line in Miller Street is shown to be 6" PVC and 6" asbestos cement pipe (PVC south of the existing fire hydrant at the intersection of Miller Street and 72nd Avenue and AC pipe generally north of this fire hydrant). Measurement shall include necessary 6" kick blocks, foster adaptors, plugs, and all incidentals necessary for the connection. Measurement shall also include the removal of the existing sections of pipe and the removal and disposal of any existing kick blocks.

Subsection 619.05 shall include the following:

Pay Item	Pay Unit
Abandon Existing Water Line in Place	Each

Payment shall include removal, disposal, dewatering of pipelines, potholing, assembling and placing all materials required and for excavation, backfilling, and compaction to abandon the existing water line, complete in place. This work will not be measured and paid for separately but shall be included in the cost of Abandon Existing Water Line in Place.

END OF SECTION REVISION

**REVISION OF SECTION 619
GATE VALVES (6-INCH AND 12-INCH)**

Section 619 of the Standard Specifications is hereby revised for this project as follows:

Subsection 619.04 shall include the following:

The quantity shall be paid for the number of mechanical joint gate valves actually installed where and as shown on the drawings, including hardware.

Subsection 619.05 shall include the following:

Pay Item	Pay Unit
6-inch Gate Valve	Each
12-inch Gate Valve	Each

Payment shall include full compensation for assembling and placing all materials required and for excavation, backfilling, and compaction and joint restraint to install the gate valve, complete in place.

END OF SECTION REVISION

**REVISION OF SECTION 619
6-INCH FIRE HYDRANT**

Section 619 of the Standard Specifications is hereby revised for this project as follows:

Subsection 619.04 shall include the following:

The quantity to be measure for payment shall be the number of fire hydrant assemblies actually installed where and as shown on the drawings and details. The fire hydrant assembly includes the 6-inch hydrant branch pipe, the 6-inch hydrant mechanical joint gate valve, restraint between the hydrant and the main line tee and kickblocks, as well as the fire hydrant itself, including necessary extensions and hardware. Necessary tracer wire and tracer wire test stations as shown in the details will also be included in this pay item.

Subsection 619.05 shall include the following:

Pay Item	Pay Unit
6-inch Fire Hydrant	Each

Payment shall include full compensation for assembling and placing all materials required and for excavation, backfilling, compaction, tracer wire, tracer wire test stations, grounding anode rods, and restraint to install the fire hydrant, pressure testing of the assembly as well as preparing the assembly for clear water/bacterial testing, re-sodding, seeding, replacement of landscaping materials, irrigation system repair, fence replacement, brick and flagstone pavers, concrete and original grade and condition, complete in place.

END OF SECTION REVISION

**REVISION OF SECTION 619
24-INCH WELDED STEEL PIPE**

Section 619 of the Standard Specifications is hereby revised for this project as follows:

Subsection 619.04 shall include the following:

The quantity to be measured for payment shall be the number of lineal feet of bored casing pipe and fittings, including restraint, skids, end caps/seals, brick and mortar, marker posts at both ends of casing pipe, cathodic protection (as shown in details), complete in place. No separate measurement or payment will be made for fittings, restraint, skids, end caps, dewatering, shoring, bore pit or receiving pit excavation or backfill necessary to install the bored casing pipe as shown in the drawings. The carrier pipe inside the casing pipe shall be measure and paid for separately. The measurement of the lineal feet of bored casing pipe shall be from end to end, horizontal distance.

Subsection 619.05 shall include the following:

Pay Item	Pay Unit
24-Inch Welded Steel Pipe	Linear Foot

Payment shall include casing pipe, exaction, restrain, end caps/seals, brick and mortar, cathodic protection, backfill, compaction, dewatering, permits, testing, and all incidentals required to install the bored casing pipe complete in place. Payment shall also include any and all incidental work required during the installation of the bored casing pipe so that all adjacent ground and appurtenances remain in or are returned to their conditions prior to construction, including the restoration of any existing drainage ditches.

END OF SECTION REVISION

REVISION OF SECTION 619

PLASTIC WATER LINE PIPE (6 AND 12-INCH)

Section 619 of the Standard Specifications is hereby revised for this project as follows:

Subsection 619.04 shall include the following:

The quantity to be measured for payment shall be the number of lineal feet of pipe and fittings, including restraint, complete in place. No separate measurement or payment will be made for gaskets, fittings (excluding valves and fire hydrant assemblies), restraint, disinfection/pressure/bacterial testes as required by the City, or tracer wire installed on the water lines as described in the specifications or shown on the Drawings. The measurement of the lineal feet of new water line shall be measured horizontally from the centerline of the fitting to centerline of fitting. At bends, tees, plugs, fire hydrants, etc., the Contractor shall use both thrust blocks and joint restraint, as described and detailed in the specifications or as may be identified on the plans.

Subsection 619.05 shall include the following:

Pay Item	Pay Unit
6-inch Plastic Pipe	Linear Foot
12-inch Plastic Pipe	Linear Foot

Payment shall include pipe, locating and protecting existing utilities, excavation, bedding material, fittings, restraint, thrust blocks, backfill, compaction, dewatering, permits, testing, and all incidentals required to install the pipe and fittings, complete in place. Payment shall also include any and all incidental work required during the construction of the pipelines so that all adjacent ground and appurtenances remain in or are returned to their conditions prior to construction. Such incidental work may include, but is not limited to, the following: removal and replacement of fences, signs, mailboxes, landscaping materials, irrigation systems, culverts, etc., restoration of drainage and irrigation ditches, driveways and walkways, parking areas (except asphalt pavement) and grass areas, and temporary supporting of power poles, telephone poles or structures.

END OF SECTION REVISION

**REVISION OF SECTION 619
2 INCH AIR AND VACUUM VALVE**

Section 619 of the Standard Specifications is hereby revised for this project as follows:

Subsection 619.04 shall include the following:

The quantity to be paid for shall be the number of single 2 inch air and vacuum valves actually installed where and as shown on the drawings and details (W-47).

Subsection 619.05 shall include the following:

Pay Item	Pay Unit
2 Inch Air and Vacuum Valve	Each

Payment shall include full compensation for assembling and placing all materials required for excavation, backfilling, and compaction to install the single 2 inch air and vacuum valve (and all items shown in the water line detail W-47 including concrete manhole and supports, cone sections, lid, manhole ring and cover, fittings, valves, pipe, tracer wire, excavation, backfill, compaction and all other incidental items required to install the unit, complete in place.

END OF SECTION REVISION

**REVISION OF SECTION 625
CONSTRUCTION SURVEYING**

Section 625 of the Standard Specifications is hereby revised for this project as follows:

Subsection 625.03 shall include the following:

The horizontal and vertical control for this project has been established as shown on the plans. All available information defining the extent of that control is provided on the plans or is available from the Engineer. Construction surveying shall be performed by a licensed Professional Land Surveyor in the State of Colorado.

The project AutoCAD files will be made available to the Contractor, under the requirement that the Contractor sign a release indemnifying the City and the Design Consultant from any liability incurred by the use of the electronic files.

Survey and staking of proposed special ditches shall be performed by a Professional Land Surveyor.

Subsection 625.06 shall include the following:

Horizontal and vertical tolerances for construction and utility staking shall be +/- 0.01 ft. The Contractor's surveyor may need to use multiple equipment sources to ensure this level of accuracy. All work associated with providing this level of accuracy will not be paid for separately but shall be paid as part of the Construction Surveying pay item.

Subsection 625.11 shall include the following:

When construction is complete, the Contractor shall provide as-built survey data to the City of Arvada. As-built survey data shall include horizontal and vertical information for inlet grates at the flowline, rims of manholes, inverts of all drainage structures and features, minor and major structures, gutter and flow pan flowlines, edges of pavement, edges of sidewalks and other concrete flatwork, roadway crowns, utility features, and any other points requested by the Engineer. All as-built survey data shall be submitted in an electronic format compatible with AutoCAD drawing files. All work associated with obtaining and providing as-built survey data will not be paid for separately but shall be paid as part of the Construction Surveying pay item.

Subsection 625.12 shall include the following:

As existing active and abandoned in-place subsurface utilities (known lines and lines that are discovered) are exposed during construction activities, the Contractor shall survey these line locations for horizontal and vertical locations to comply with Subsurface Utility Engineering (SUE) requirements. This data shall be given to the City as part of the as-built survey data and shall be submitted in an electronic format compatible with AutoCAD drawing files. All work associated with obtaining and providing subsurface utility data will be paid as part of the Utility Surveying lump sum pay item.

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**REVISION OF SECTION 625
CONSTRUCTION SURVEYING**

In Subsection 625.13 delete the last paragraph and replace with the following:

Traffic control for construction surveying will not be measured and paid for separately but will be included in the work.

Survey for as-built information will not be measured and paid for separately but will be included in the cost of Construction Surveying.

Subsection 625.13 shall include the following:

Pay Item	Pay Unit
Construction Surveying	Lump Sum

END OF SECTION REVISION

**REVISION OF SECTION 626
PUBLIC INFORMATION SERVICES**

Section 626 of the Standard Specifications is hereby revised for this project as follows:

Subsection 626.01 shall include the following:

The Contractor shall provide the following public information services on an ongoing basis throughout the duration of the project:

At the preconstruction conference the Contractor shall introduce the Public Information Manager (PIM) for the project and present a public information plan and strategies or methods for communicating project activities. The Contractor shall prepare and submit a preliminary list of stakeholder groups and specific stakeholders that need to receive ongoing communication about the project.

The Contractor's PIM may be a Contractor employee specifically trained as a PIM or he/she may be an approved public information subcontractor. The PIM shall have good verbal and written communications skills. The identity of the PIM and the PIM'S qualifications shall be submitted to the Engineer five days in advance of the preconstruction conference.

The PIM shall be available on every working day, accessible and on call by cell phone at all times and available upon the request of the Engineer at other than normal working hours. The PIM shall communicate with the Engineer daily.

The Contractor shall establish a Public Information Office (PIO) equipped with a telephone and an answering machine or answering device with the capability to record a message from the caller. This may be a cell phone but shall be a local number. The PIO shall be equipped with a computer and an e-mail account. The PIO may or may not be located within the Contractor's regular office provided that the telephone has a local call number. The PIM shall record a friendly greeting on the project's published phone line each week, updating the message throughout the week, as necessary, depending on changes in work schedule, activities and traffic impacts. The recording shall include each week's forthcoming activities including workdays, hours and expected traffic delays, posted detours, project completion date, and office hours. The PIM shall check the answering machine at least twice every calendar day, including weekends. The PIM shall respond to callers and e-mail inquiries as soon as possible, but no later than 24 hours. The PIM shall keep a logbook of all calls including the contact name, date of contact, date responded, the contact's comments, and the action the PIM took. A copy of this log shall be submitted to the Engineer every two weeks or more frequently, as requested by the Engineer. The PIM shall print out or keep electronically e-mail inquiries and responses. These shall be submitted to the Engineer every two weeks or more frequently, as requested by the Engineer.

The PIM shall maintain communications with businesses and individual residences, commuters, local government entities and all other stakeholders that are directly adjacent to and affected by the project, or that express interest in being informed. Using a communications method or strategy approved by the Engineer, the Contractor shall notify stakeholders about the project two weeks prior to beginning any lane restrictions or project activities.

Depending upon project impacts, contact with stakeholders may be required daily, weekly, monthly or periodically throughout the duration of the project. Communications tools could include hand flyers, door hangers, newsletters, maps, mailers, using e-mail distribution lists, etc. All public information correspondence and subsequent updates shall be submitted to both the City's Region Public Relations Manager and the Engineer 48 hours (two business days) before distribution and will be approved by the City's Region Public Relations Manager before distribution.

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**REVISION OF SECTION 626
PUBLIC INFORMATION SERVICES**

Each communication tool shall include contact information, PIM's name, office phone, Jefferson City's Web-site address with the City of Arvada logo. Cell phone numbers and e-mail addresses shall be provided where service is available. The communication shall include the description of work, lane restrictions, a detour map if warranted, the anticipated start and completion dates, hours of operation and work schedule, and a Slow for the Cone Zone message. The City's Region Public Relations Manager and/or Engineer will provide additional text for inclusion, if warranted.

The Contractor shall erect construction traffic signs with the dates the Contractor expects to initiate and complete construction and with the Contractor's public information office's or PIM's phone number at each major approach to the project. The signs shall conform to the requirements of Section 630 and shall be erected at least one week prior to the beginning of construction. These signs shall be updated if the project schedule changes, at no cost to the project.

The City's Region Public Relations Manager will write and distribute all News Releases to the media and handle all media relations and outreach unless otherwise directed by the Engineer.

The Contractor superintendent or PIM shall submit weekly lane closure reports to the Engineer and to the City's Region Public Relations Manager, using the template provided by the Project Manager.

The Public Information Services Contact Sheet shall include the following:

Owners:

City of Arvada

Name: Don Wick, P.E., Director of Public Works

Address: 8101 Ralston Rd., Arvada, CO 80002

Phone: 720-898-7600

Email: dwick@arvada.org

Other Contacts:

Steven Parker, MS, EFO

Arvada Fire Protection District

7903 Allison Way

Arvada, CO 80005

Phone: 303-424-3012

Fax: 303-432-7995

Email: steven.parker@arvadafire.com

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REVISION OF SECTION 626
PUBLIC INFORMATION SERVICES

Rachael Kuroiwa

City of Arvada 8101 Ralston Road, Arvada, CO 80002

Address: 8101 Ralston Road, Arvada, CO 80002

Phone: 303-898-7607

Email: rkuroiwa@arvada.org

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**REVISION OF SECTION 626
PUBLIC INFORMATION SERVICES**

Subsection 626.02 shall include the following:

The Engineer will monitor the PIM and all public information services. When the Contractor provides acceptable public information services in accordance with these specifications, partial payments for the pay item Public Information Services will be made as the work progresses. These partial payments will be made as follows:

When 5 percent of the original Contract amount is earned, 25 percent of the amount bid for this item will be paid.

When 10 percent of the original Contract amount is earned, 40 percent of the amount bid for this item, less all previous payments, will be paid.

When 25 percent of the original Contract amount is earned, 50 percent of the amount bid for this item, less all previous payments, will be paid.

When 75 percent of the original Contract amount is earned, 75 percent of the amount bid for this item, less all previous payments, will be paid.

When 100 percent of the original Contract amount is earned, 100 percent of the amount bid for this item, less all previous payments, will be paid.

Failure to provide acceptable public information services will result in withholding of progress payment for this item. Continued failure to provide the services required will result in non-payment of the corresponding percentage of the original bid item and may result in suspension of the work in those areas affected until acceptable public information services are provided by the Contractor.

For the purpose of public information services, the term “original Contract amount” as used above, shall mean the amount bid for the construction items on this Contract, not including the amounts bid for Public Information Services and Mobilization, and “aggregate Contract amount earned” shall mean the net amount on the current monthly pay estimate, not including the amounts earned for Public Information Services and Mobilization.

Payment for Public Information Services will be full compensation for all fliers, public information office, telephone lines, signs, and all other labor and materials required to complete the item, except signs.

Payment will be made under:

Pay Item	Pay Unit
Public Information Services	Lump Sum

END OF SECTION REVISION

**REVISION OF SECTION 630
PORTABLE VARIABLE MESSAGE SIGN**

Section 630 of the Standard Specifications is hereby revised for this project as follows:

Subsection 630.01 shall include the following:

This work includes furnishing, operating, and maintaining a Portable Message Sign Panel.

Add subsection 630.031 immediately following subsection 630.03 as follows:

630.031 Portable Message Sign Panel. Portable Message Sign Panel shall be furnished as a device fully self contained on a portable trailer, capable of being licensed for normal highway travel, and shall include leveling and stabilization jacks. The panel shall display a minimum of three - eight character lines. The panel shall be a dot-matrix type with an LED legend on a flat black background. LED signs shall have a pre-default message that activates before a power failure. The sign shall be solar powered with independent back-up battery power. The sign shall be capable of 360 degrees rotation and shall be able to be elevated to a height of at least five feet above the ground measured at the bottom of the sign. The sign shall be visible from one-half mile under both day and night conditions. The message shall be legible from a minimum of 750 feet. The sign shall automatically adjust its light source to meet the legibility requirements during the hours of darkness. The sign enclosure shall be weather tight and provide a clear polycarbonate front cover.

Solar powered message signs shall be capable of operating continuously for 10 days without any sun. All instrumentation and controls shall be contained in a lockable enclosure. The sign shall be capable of changing and displaying sign messages and other sign features such as flash rates, moving arrows, etc.

Each sign shall also conform to the following:

- (1) In addition to the onboard solar power operation with battery back-up, each sign shall be capable of operating on a hard wire, 100-110 VAC, external power source.
- (2) All electrical wiring, including connectors and switch controls necessary to enable all required sign functions shall be provided with each sign.
- (3) Each sign shall be furnished with an operating and parts manual, wiring diagrams, and trouble-shooting guide.
- (4) The Portable Message Sign shall be capable of maintaining all required operations under Colorado mountain-winter weather conditions.
- (5) Each sign shall be furnished with an attached license plate and mounting bracket.
- (6) Each sign shall be wired with a 7-prong male electric plug for the brake light wiring system.

Subsection 630.13 shall include the following:

The Portable Message Sign Panel shall be on the project at least **7 calendar days** prior to the start of active roadway and water line construction. Maintenance, storage, operation, relocation to different sites during the project, and all repairs of Portable Message Sign Panels shall be the responsibility of the Contractor.

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**REVISION OF SECTION 630
PORTABLE VARIABLE MESSAGE SIGN**

Operation, relocation to different sites, storage, maintenance and all repairs of portable message signs, including theft or vandalism, shall be the responsibility of the Contractor at no additional cost to the project.

Portable Message Sign Failure:

The Contractor shall repair or replace a non-operational sign immediately. If any element of the equipment named in the specification is unable to perform its intended function as described herein in any way, the sign shall be considered non-operational.

Subsection 630.17 shall include the following:

Portable message sign panels will be measured by calendar days for each sign panel that is being utilized, which will be the total number of days for all portable message sign panels on the project. To be considered for payment, the number of Portable Message Sign Panels and the number of days each Portable Message Sign Panel is used must be approved by the Project Engineer in advance. It is anticipated that three (3) Portable Message Sign Panels will be used periodically on this project. Portable Message Sign Panels used to convey notices or advisories to drivers shall be in place and operational seven (7) calendar days prior to the occurrence of the event. Portable Message Sign Panels used without prior approval of the Project Engineer will not be measured and not paid for separately. Portable Message Sign Panels that are being stored onsite and not being utilized will not be measured, and not paid for separately.

Subsection 630.18 shall include the following:

<u>Pay Item</u>	<u>Pay Unit</u>
Portable Message Sign Panel	Day

Payment shall be full compensation for all work and materials required for use of the portable message signs on the project. The “air-time” and “base rate” charges from the telephone company will not be measured and paid for separately but shall be included in the work. All costs incurred by the Contractor while moving or relocating the signs for any reason will not be measured and paid for separately but shall be included in the work.

END OF SECTION REVISION

**REVISION OF SECTION 630
CONSTRUCTION ZONE TRAFFIC CONTROL**

Section 630 of the CDOT Standard Specifications is hereby revised for this project as follows:

In Subsection 630.10, delete the first sentence and replace with the following:

The Contractor shall submit a Traffic Control Plan (TCP) to City Of Arvada for approval prior to beginning any construction. The key elements of the Contractor's Method of Handling Traffic (MHT) are outlined in Subsection 630.10.

Special Traffic Control Plan requirements for this project are as follows:

It is the sole responsibility of the Contractor to determine the appropriate construction phasing for this project.

The Contractor shall submit a Construction Phasing Plan to the Engineer for approval prior to the start of any construction.

The Contractor shall submit to the Project Manager a set of traffic control plans for approval by City of Arvada at least one week prior to each construction phase or prior to any changes in traffic control.

All construction signing shall be in conformance with MUTCD. Traffic control devices and barricades must be kept clean and in good working order at all times. All flaggers and traffic control supervisors shall be certified per Specifications 630.11 and 630.14.

The Traffic Control Supervisor shall have a copy of the MUTCD available at all times.

Traffic lanes and bicycle and pedestrian access through construction areas shall be maintained with a clear width of at least 11 feet per lane. Pavement marking paint may be used for temporary pavement marking. Temporary pavement markings shall be in full conformance with the approved Traffic Control Plan. Temporary pavement markings shall be in place prior to opening the roadway to traffic. Prior to the start of a subsequent phase, pavement markings from the previous phase shall be removed if they conflict with markings required by the subsequent phase.

The Contractor shall provide all temporary striping, removal of pavement marking by (1) heat application (temporary stripes) or (2) grinding, as necessary during construction.

During non-construction periods (evenings, weekends, holidays, etc.), all work shall be adequately protected to insure the safety of vehicular and pedestrian traffic. All excavated areas must be securely enclosed with plastic fence or other material meeting the approval of the Engineer. All devices must be cleaned a minimum of once every two weeks or as required to preserve legibility retroreflectivity on a regular basis. This shall be included in the work.

The Contractor shall coordinate with the utility companies so they can perform their required work during the appropriate phase of construction prior to paving operations.

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**REVISION OF SECTION 630
CONSTRUCTION ZONE TRAFFIC CONTROL**

The Contractor will not be permitted to do any work that interferes with traffic between the hours of 7:00 and 8:30 AM and 3:30 PM to 6:00 PM. No work will be permitted between the hours of 9:00 PM and 7:00 AM unless approved by the Engineer.

The Contractor shall maintain, at his own expense, that portion of the existing roadway being used to carry traffic so that traffic may readily pass over it.

The Contractor shall cooperate fully with the Engineer and others in the handling of traffic. The Contractor shall inform the Engineer of his intent to close any lane at least 24 hours prior to closing the lane.

The Contractor shall remove and reset all signs prior to any adjacent construction. Any damaged signs shall be replaced in kind or repaired by the Contractor. An inventory of all existing signs shall be made with the Project Engineer prior to construction operations.

Access to all properties must be maintained at all times. The Contractor shall develop an access maintenance plan in coordination with adjacent property owners.

Subsection 630.17 shall include the following:

In the event the Contractor fails to complete the project within the allowable Contract time, including time extensions, traffic control required thereafter will not be measured and paid for, but shall be provided by the Contractor at his expense.

END OF SECTION REVISION

FORCE ACCOUNT ITEMS**DESCRIPTION**

This special provision contains the Department's estimate for force account items included in the Contract. The estimated amounts marked with an asterisk will be added to the total bid to determine the amount of the performance and payment bonds. Force Account work shall be performed as directed by the Engineer.

BASIS OF PAYMENT

Payment will be made in accordance with subsection 109.04. Payment will constitute full compensation for all work necessary to complete the item.

<u>Force Account Item</u>	<u>Estimated Quantity</u>	<u>Amount</u>
F/A Minor Contract Revisions	F.A.	\$ 50,000
F/A Railroad Directed Additional Costs	F.A.	\$ 32,000
F/A Treatment of Contaminated Dewatering	F.A.	\$ 75,000

F/A Minor Contract Revisions - This item will cover the cost of unanticipated work that is determined to be necessary as work on the project progresses, which was not shown or described in the Contract plans and specifications. There will be no payment for this force account item unless written authorization is provided to the Contractor from the Engineer.

F/A Railroad Directed Additional Costs- This is for additional requirements from UPRR possible which are not included in cost model. This could include monitoring, ROE requirements or grouting of casing for the jack/bore.

F/A Treatment of Contaminated Dewatering- This is for additional requirements/needs for dewatering during the installation of the proposed waterline. Currently the dewatering assumes water will be treated for removal of suspended sediments without treatment for potential contaminants if present.

END OF SECTION REVISION

UTILITIES

The known utilities within the limits of this project are:

UTILITY COMPANY ADDRESS	CONTACT NAME EMAIL	PHONE/FAX
CenturyLink 5325 Zuni Street, Room 728 Denver, CO 80221	Gary Crispe gcrispe@terratechllc.net	303-995-1456
City of Arvada (COA) Storm and Sanitary Utilities Department 8101 Ralston Road Arvada, CO 8002	Steve Wyant swyant@arvada.org	720-898-7771
City of Arvada (COA) Traffic/Fiber Engineering Department 8101 Ralston Road Arvada, CO 8002	Phil Neal pneal@arvada.org	720-898-7743
City of Arvada (COA) Water Utilities Department 8101 Ralston Road Arvada, CO 8002	Ben Sawaya bsawaya@arvada.org	720-898-7790
Comcast 8490 Umatilla Street Federal Heights, CO 80260	Mike Howard michael_howard2@comcast.com	720-219-0642
MCI Verizon 10000 Park Meadows Dr. Lone Tree, CO 80124	Lane Grady Lane.grady@verizon.com	303-827-9756
Xcel Energy Application for Gas and Electric Services – Builders Call Line	BCLCO@xcelenergy.com	800-628-2121
Xcel Energy – Electric and Gas Distribution 555 Zang St. Ste 250 Lakewood CO 80228	Branda Sloan Branda.L.Sloan@xcelenergy.com	303-628-2276
Zayo 1805 29 th St. Ste 2050 Boulder CO 80301	James Black Jamesr.black@zayo.com	719-216-8508

The work described in these plans and specifications requires full cooperation between the Contractor and the utility owners in accordance with Subsection 105.11 in conducting their respective operations, to complete the utility work with minimum delay to the project.

All new underground facilities, including laterals up to the structure or building being served, installed as part of this project must be electronically locatable when installed, in compliance with Colorado Revised Statutes, Title 9, Article 1.5.

PART 1 – CONTRACTOR SHALL PERFORM THE WORK LISTED BELOW:

Coordinate project construction with the performance by the utility owner of each utility work element listed in Part 2 below. Perform preparatory work specified in Part 2 for each utility work element. Provide an accurate construction schedule that includes all utility work elements to the owner of each impacted utility.

Provide each utility owner with weekly updates to the schedule. Conduct detailed utility coordination meetings prior to each construction phase to coordinate all requirements and schedules, and provide other necessary accommodations as directed by the Engineer. Notify each utility owner in writing, with a copy to the Engineer, prior to the time each utility work element is to be performed by the utility owner. Provide the notice with the number of days specified in Part 2 immediately prior to the time the utility work must begin to meet the project schedule.

Provide traffic control, as directed by the Engineer, for any utility work performed by the utility owner within the project limits expected to be coordinated with construction. However, traffic control for utility work outside of typical project work hours shall be the responsibility of the utility owner.

Perform each utility work element for every utility owner listed in Part 1. Notify each utility owner in advance of any work being done by the Contractor to its facility, so that the utility owner can coordinate its inspections for final acceptance of the work with the Engineer. Obtain written acceptance from the utility owner for work performed by Contractor. The Contractor shall provide the utility owner written notice at least thirty days immediately prior to each utility work element expected to be coordinated with construction.

The Contractor shall remove abandoned utility facilities as necessary to accommodate construction of proposed work. The Contractor shall verify with the utility owner if the facility has been abandoned prior to removal.

The Contractor shall follow the utility standards of the City of Arvada (COA), as applicable.

All Utility Owners

The Contractor will contact each utility company a minimum of two (2) business days, unless otherwise noted, prior to working in the utility company's area so that the utility company can provide an inspector and/or complete any necessary adjustments or relocations.

If a need for utility work by either the Contractor or a Utility Company arises, the following shall apply:

The Contractor shall be responsible for coordinating the adjustment of utilities on this project. The Contractor shall keep each utility company advised of any work being performed in the vicinity of their facilities, so that each utility company can coordinate any needed locates, adjustments or inspections. The Contractor shall provide the appropriate utility company ample notice, but not less than two working days, prior to commencing activities in the vicinity of their facilities. Any additional work performed by the Contractor on behalf of the impacted utility company shall not be paid for by the City of Arvada, but shall be paid by the utility company requiring the work, unless otherwise agreed to in writing by the City of Arvada Engineer.

CenturyLink

The Contractor shall coordinate with CenturyLink regarding the underground relocation work to be completed by CenturyLink prior to construction, as shown on the plans.

The Contractor shall verify the location and depth of CenturyLink's existing conduits where they may conflict with new lighting and electrical equipment, including new light poles, and new traffic signal equipment, and shall coordinate with CenturyLink to adjust the conduits as necessary.

The Contractor shall verify the location and depth of CenturyLink's existing conduits where they may conflict with proposed storm sewer improvements, including new inlets and manholes, and shall coordinate with CenturyLink to adjust the conduits as necessary.

The Contractor shall expose CenturyLink's existing conduit where it may conflict with the new wall from approximately STA 528+00 LT to STA 537+00 LT, and shall coordinate with CenturyLink to adjust the conduit as necessary.

The Contractor shall coordinate with CenturyLink regarding the adjustment to final grade of the CenturyLink manholes at approximately STA 519+05 LT, STA 519+15 LT, STA 526+50 LT, and STA 540+80 LT, as shown on the plans.

Timing: The Contractor shall notify CenturyLink a minimum of two weeks in advance of any construction operations commencing near CenturyLink facilities. The underground relocation work is expected to be completed prior to construction. The railroad bore is expected to be completed prior to construction. All manhole adjustments shall be coordinated with construction. It is expected to take two weeks to schedule each manhole adjustment, and one day to complete adjustment work.

The Contractor shall notify CenturyLink at least two weeks in advance of necessary conduit adjustments to be completed by CenturyLink Local forces. This work to adjust conduits shall be coordinated with construction and are expected to take two weeks to complete.

Comcast

The Contractor shall coordinate with Comcast regarding the underground relocation work for Comcast and City of Arvada facilities, to be completed by Comcast prior to construction, as shown on the plans.

The Contractor shall adhere to Comcast's moratorium of construction work on Comcast facilities from the second week of December until the second week of January each year, and other various events requiring increased demand usage.

The Contractor shall verify the location and depth of Comcast's existing conduit where it may conflict with new lighting and electrical equipment, including new light poles, and new traffic signal equipment, and shall coordinate with Comcast to adjust the conduits, as shown on the plans.

The Contractor shall coordinate with Comcast regarding the adjustment to final grade of the Comcast handhole at approximately STA 526+85 RT, as shown on the plans.

Timing: The Contractor shall notify Comcast a minimum of two weeks in advance of any construction operations commencing near Comcast facilities. The underground relocation work is expected to be completed prior to construction. The railroad bore is expected to be completed prior to construction. All handhole and vault adjustments shall be coordinated with construction. It is expected to take two weeks to schedule each handhole and vault adjustment, and one day to complete adjustment work.

City of Arvada Sanitary and Storm

All work on City of Arvada's sanitary sewer facilities shall be in accordance with the current "City of Arvada Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements" and in accordance with approved plans. The Contractor shall provide at least 24 hours advance notification of required inspections.

The Contractor shall notify the City of Arvada Sanitary and Storm staff at least 24 hours in advance of work being conducted in the vicinity of their facilities.

The Contractor shall relocate the sanitary sewer from approximately STA 553+35 LT to STA 553+80 LT and STA 565+70 LT to STA 565+90 LT, as shown in the plans.

Timing: The Contractor shall provide the utility owner written notice 5 days immediately prior to each required inspection.

City of Arvada Traffic/Fiber

All work on City of Arvada's traffic facilities shall be in accordance with the current "City of Arvada Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements" and in accordance with approved plans.

The Contractor shall coordinate with Comcast regarding the underground relocation work for City of Arvada and Comcast facilities, to be completed by Comcast prior to construction, as shown on the plans.

The Contractor shall coordinate with City of Arvada Traffic/Fiber forces regarding the installation of pull boxes by the City's independent fiber contractor at approximately STA 557+75 LT and STA 562+95 LT, as shown on the plans.

The Contractor shall coordinate with City of Arvada Traffic/Fiber forces regarding the relocation of the existing pull box by the City's independent fiber contractor from approximately STA 572+20 LT to approximately STA 572+35 LT, as shown on the plans.

Timing: The Contractor shall notify the City of Arvada staff at least 24 hours in advance of work being conducted in the vicinity of their facilities. The underground relocation work is expected to be completed prior to construction. The railroad bore is expected to be completed prior to construction. All pull box installations and relocations described here-in are expected to be completed prior to construction.

City of Arvada Water

All work on City of Arvada's water facilities shall be in accordance with the current "City of Arvada Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements" and in accordance with approved plans.

All work shall be done by a Contractor who is properly licensed with the City of Arvada. The licensed Contractor shall obtain all permits, give twenty-four hours written notice to the Public Works Department Engineering Division, setting forth time construction start or when work is to be resumed following a delay. The Contractor shall maintain a complete set of approved drawings and specifications, covering the work being performed, on the project site at all times.

The Contractor shall install a new 12" water line from approximately STA 552+60 LT to STA 566+00 LT, including water meters and fire hydrants, as shown on the plans.

The Contractor shall support all waterlines crossing the storm main, storm laterals and sanitary sewers when they are exposed for work to be conducted beneath them.

In the event any additional waterline adjustments are required, the Engineer shall be contacted.

Timing: The Contractor shall notify the City of Arvada staff at least 24 hours in advance of work being conducted in the vicinity of their facilities. The Contractor shall provide the utility owner written notice 5 days immediately prior to each required inspection.

MCI Verizon

The Contractor shall coordinate with MCI Verizon regarding the railroad bore for MCI Verizon, CenturyLink, Comcast, and City of Arvada facilities, to be completed by MCI Verizon prior to construction, as shown on the plans.

Timing: The Contractor shall notify MCI Verizon a minimum of two weeks in advance of any construction operations commencing near MCI Verizon facilities. The railroad bore is expected to be completed prior to construction.

Xcel Energy – Electric Distribution

The Contractor shall coordinate with Xcel Energy regarding the underground and overhead electric relocation work to be completed by Xcel Energy prior to construction, as shown on the plans.

The Contractor shall keep 10-foot clearance in all directions from overhead electric lines on this project, and shall confirm any additional clearance requirements with Xcel Energy.

The Contractor shall coordinate with Xcel Energy regarding the relocation of the existing lighting by Xcel Energy to accommodate fifty-percent lighting (temporary lighting) during construction.

Any unforeseen work that has not been identified during the design phase shall be coordinated with construction.

Timing: The Contractor shall notify Xcel Energy at least two weeks in advance of construction operations commencing near Xcel Energy electric facilities. For any additional relocation work, Xcel will require a forty-five-day lead time, thirty days to design, and three months for construction by Xcel Energy forces.

Xcel Energy- Gas Distribution

The Contractor shall notify Xcel Energy at least forty-five days in advance of work being conducted in the vicinity of Xcel Energy facilities to allow for standby as needed.

The Contractor shall coordinate with Xcel Energy regarding the underground relocation gas work to be completed by Xcel Energy prior to construction, as shown on the plans.

The Contractor shall support Xcel Energy's gas lines when they are exposed for work to be conducted beneath them if the length of the exposed pipe exceeds the maximum allowable unsupported pipe span shown on Table 7.6.1 below from Xcel.

Table 7.6.1 – Maximum Unsupported Pipe Span					
COATED STEEL PIPE (see notes 1, 2, & 4)			PLASTIC PIPE (see notes 1, 3, & 4)		
Nominal Pipe Diameter (in)	Pipe Wall Thickness (in)	Allowable Unsupported Length (ft)	Nominal Pipe Diameter (in)	SDR	Allowable Unsupported Length (ft)
3/4	.113	11	1/2 CTS	7.0	4
			3/4 IPS	11.0	5
1	.133	13	1 CTS	11.5	5
			1 IPS	11.0	5
1 1/4	.140	14	1-1/4 IPS	10.0	6
1-1/2	.145	15	1-1/2 IPS	11.0	7
2	.154	18	2 IPS	11.0	7
3	.156	22	3 IPS	11.5	9
	.216	21			
4	.156	25	4 IPS	11.5	10
	.237	24			
6	.188	30	6 IPS	11.5	12
	.250	30			
8	.219	35	8 IPS	11.5	14
	.250	35			
10	.219	39			
	.250	39			
12	.250	42			
16	.250	48			
18	.250	51			
20	.250	54			
24	.312	59			
26	.375	61			
30	.375	66			

Any unforeseen work that has not been identified during the design phase shall be coordinated with construction.

Timing: The Contractor shall notify Xcel Energy at least forty-five days in advance of work being conducted in the vicinity of Xcel Energy facilities to allow for standby as needed. For any additional relocation work, Xcel will require a forty-five-day lead time, thirty days to design, and three months for construction by Xcel Energy forces.

Zayo

The Contractor shall coordinate with Zayo regarding the underground relocation work to be completed by Zayo prior to construction, as shown on the plans.

Timing: The Contractor shall notify Zayo a minimum of two weeks in advance of any construction operations commencing near Zayo facilities. The underground relocation work is expected to be completed prior to construction. All handhole and vault adjustments shall be coordinated with construction. It is expected to take two weeks to schedule each handhole and vault adjustment, and one day to complete adjustment work.

PART 2 UTILITY OWNERS SHALL PERFORM THE WORK LISTED BELOW:

Although the Contractor shall provide traffic control for utility work expected to be coordinated with construction, traffic control for utility work outside of typical project work hours or outside of project limits shall be the responsibility of the utility owner. The utility owner shall prepare and submit to the City of Arvada Engineer a Method of Handling Traffic for utility work to be performed outside typical project work

hours or project limits. The utility owner shall obtain acceptance of the Method of Handling Traffic from the City of Arvada Engineer prior to beginning the utility work to be performed outside typical project work hours or project limits.

This work will be performed by the utility owners as necessary to avoid conflicts with construction activities. New locations shall be as indicated in the plans, and changes or new locations shall be coordinated with the Contractor and Engineer. Utility owners shall comply with schedule requirements of the Contractor and make every effort not to impact the overall construction schedule. Unless otherwise approved by the City of Arvada Engineer, abandoned aboveground appurtenances such as pedestals shall be removed, and abandoned underground utilities and manholes/handholes shall be abandoned in place.

Utility owners shall follow the utility standards of the City of Arvada as stated in the "City of Arvada Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements." In cases where there are discrepancies between the standards the more stringent standard shall apply.

Utility owners shall coordinate with the Contractor and other utility owners.

Utility owners are responsible for obtaining all necessary permits from the City of Arvada, as required.

CenturyLink

CenturyLink shall relocate their overhead facilities underground along W. 72nd Ave., as shown on the plans.

CenturyLink shall adjust their existing conduits where they may conflict with new lighting and electrical equipment, including new light poles, and new traffic signal equipment, and shall coordinate with the Contractor for any necessary adjustments.

CenturyLink shall adjust their existing conduits where they may conflict with proposed storm sewer improvements, including new inlets and manholes, and shall coordinate with the Contractor for any necessary adjustments.

CenturyLink's shall adjust their existing conduit where it may conflict with the new wall from approximately STA 528+00 LT to STA 537+00 LT after it has been exposed by the Contractor.

CenturyLink shall adjust to final grade the CenturyLink manholes at approximately STA 519+05 LT, STA 519+15 LT, STA 526+50 LT, and STA 540+80 LT, as shown on the plans. CenturyLink shall coordinate with the Contractor for any necessary adjustments.

CenturyLink shall coordinate with MCI Verizon regarding the boring of the new CenturyLink conduit facilities under the existing railroad tracks from approximately STA 557+75 LT to STA 562+95 LT, as shown on the plans.

Timing: The Contractor shall notify CenturyLink a minimum of two weeks in advance of any construction operations commencing near CenturyLink facilities. The underground relocation work is expected to be completed prior to construction. The railroad bore is expected to be completed prior to construction. All manhole adjustments shall be coordinated with construction. It is expected to take two weeks to schedule each manhole adjustment, and one day to complete adjustment work.

The Contractor shall notify CenturyLink at least two weeks in advance of necessary conduit adjustments to be completed by CenturyLink Local forces. This work to adjust conduits shall be coordinated with construction and are expected to take two weeks to complete.

Comcast

Comcast shall relocate their overhead facilities underground along W. 72nd Ave., as shown on the plans.

The Contractor shall adhere to Comcast's moratorium of construction work on Comcast facilities from the second week of December until the second week of January each year, and other various events requiring increased demand usage.

Comcast shall coordinate with Xcel Energy, the City of Arvada, and the Contractor for the installation of Comcast and City of Arvada conduit facilities in a joint trench from approximately STA 533+75 RT to STA 557+75 LT and STA 563+25 LT to STA 577+50 LT, as shown on the plans.

Comcast shall daylight the City of Arvada's conduit at future pull box locations, located at approximately STA 540+65 RT, STA 552+15 RT, STA 557+75, STA 562+95 LT, and STA 572+35 LT, as shown on the plans.

Comcast shall coordinate with MCI Verizon regarding the boring of the new Comcast conduit facilities under the existing railroad tracks from approximately STA 557+75 LT to STA 562+95 LT, as shown on the plans.

Comcast shall adjust their existing conduits where they may conflict with new lighting and electrical equipment, including new light poles, and new traffic signal equipment, and shall coordinate with the Contractor for any necessary adjustments.

Comcast shall adjust their existing conduits where they may conflict with proposed storm sewer improvements, including new inlets and manholes, and shall coordinate with the Contractor for any necessary adjustments.

Comcast shall adjust to final grade of the Comcast handhole at approximately STA 526+85 RT, as shown on the plans. Comcast shall coordinate with the Contractor for any necessary adjustments.

Timing: The Contractor shall notify Comcast a minimum of two weeks in advance of any construction operations commencing near Comcast facilities. The underground relocation work is expected to be completed prior to construction. The railroad bore is expected to be completed prior to construction. All handhole and vault adjustments shall be coordinated with construction. It is expected to take two weeks to schedule each handhole and vault adjustment, and one day to complete adjustment work.

City of Arvada Sanitary and Storm

City of Arvada staff shall inspect the utility work performed by the Contractor listed in Part 1 above.

Timing: The Contractor shall notify the City of Arvada staff at least 24 hours in advance of work being conducted in the vicinity of their facilities. The Contractor shall provide the utility owner written notice 5 days immediately prior to each required inspection.

City of Arvada Traffic/Fiber

City of Arvada Traffic/Fiber forces shall coordinate with Xcel Energy, Comcast, and the Contractor for the installation of Comcast and City of Arvada conduit facilities in a joint trench from approximately STA 533+75 RT to STA 557+75 LT and STA 563+25 LT to STA 577+50 LT, as shown on the plans.

City of Arvada Traffic/Fiber forces shall provide conduit for Comcast to install in a joint trench from approximately STA 533+75 RT to STA 557+75 LT and STA 562+95 LT to STA 577+50 LT, as shown on the plans.

City of Arvada Traffic/Fiber forces shall coordinate with MCI Verizon regarding the boring of the new City of Arvada conduit facilities under the existing railroad tracks from approximately STA 557+75 LT to STA 562+95 LT, as shown on the plans.

City of Arvada Traffic/Fiber forces shall coordinate with their independent fiber contractor to install pull boxes at approximately STA 557+75 LT and STA 562+95 LT, as shown on the plans.

City of Arvada Traffic/Fiber forces coordinate with their independent fiber contractor to relocate the existing pull box from approximately STA 572+20 LT to approximately STA 572+35 LT, as shown on the plans.

Timing: The Contractor shall notify the City of Arvada staff at least 24 hours in advance of work being conducted in the vicinity of their facilities. The underground relocation work is expected to be completed prior to construction. The railroad bore is expected to be completed prior to construction. All pull box installations and relocations described here-in are expected to be completed prior to construction.

City of Arvada Water

City of Arvada staff shall inspect the utility work performed by the Contractor listed in Part 1 above.

Timing: The Contractor shall notify the City of Arvada staff at least 24 hours in advance of work being conducted in the vicinity of their facilities. The Contractor shall provide the utility owner written notice 5 days immediately prior to each required inspection.

MCI Verizon

MCI Verizon shall complete the bore for MCI Verizon, CenturyLink, Comcast, and City of Arvada facilities under the existing railroad tracks from approximately STA 557+75 LT to STA 562+95 LT, as shown on the plans.

Timing: The Contractor shall notify MCI Verizon a minimum of two weeks in advance of any construction operations commencing near MCI Verizon facilities. The railroad bore is expected to be completed prior to construction.

Xcel Energy- Electrical Distribution

Xcel Energy shall coordinate with the Contractor and shall relocate or adjust Xcel Energy electric facilities within the project limits per the City of Arvada and Xcel Energy Franchise Agreement. When an unforeseen relocation or adjustment is necessary, Xcel Energy shall coordinate with the Contractor to schedule and facilitate the work by Xcel Energy forces.

Xcel Energy shall coordinate with the Contractor and Comcast for the installation of facilities in a joint trench from approximately STA 533+75 RT to STA 552+35 RT, as shown on the plans.

Xcel Energy shall relocate the existing lighting to accommodate fifty percent lighting (temporary lighting) during construction, and will be based on construction phasing.

Timing: The Contractor shall notify Xcel Energy at least two weeks in advance of construction operations commencing near Xcel Energy electric facilities. For any additional relocation work, Xcel will require a forty-five-day lead time, thirty days to design, and three months for construction by Xcel Energy forces.

Xcel Energy- Gas Distribution

Xcel Energy shall coordinate with the Contractor and shall relocate or adjust Xcel Energy gas facilities within the project limits per the City of Arvada and Xcel Energy Franchise Agreement. When an unforeseen relocation or adjustment is necessary, Xcel Energy shall coordinate with the Contractor to schedule and facilitate the work by Xcel Energy forces.

Xcel Energy shall relocate their 3" and 4" gas main facilities in W. 72nd Ave. to accommodate proposed roadway and drainage improvements, as shown on the plans.

Xcel Energy shall coordinate with the Contractor when Xcel's gas lines need to be supported in place by the Contractor for work to be conducted beneath them.

Timing: The Contractor shall notify Xcel Energy at least forty-five days in advance of work being conducted in the vicinity of Xcel Energy facilities to allow for standby as needed. For any additional relocation work, Xcel will require a forty-five-day lead time, thirty days to design, and three months for construction by Xcel Energy forces.

Zayo

Zayo shall relocate their underground facilities underground in Oak St. crossing W. 72nd Ave., as shown on the plans.

Timing: The Contractor shall notify Zayo a minimum of two weeks in advance of any construction operations commencing near Zayo facilities. The underground relocation work is expected to be completed prior to construction. Any necessary handhole and vault adjustments shall be coordinated with construction. It is expected to take two weeks to schedule each handhole and vault adjustment, and one day to complete adjustment work.

GENERAL:

Utilities are depicted on these plans in accordance with their achieved "Quality Level" as defined in the American Society of Civil Engineer's document ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data. Reliance upon these data for risk management purposes during bidding does not relieve the excavator or utility owner from following all applicable utility damage prevention statutes, policies, and/or procedures during excavation.

The Contractor shall comply with Article 1.5 of Title 9, CRS ("Excavation Requirements") when excavating or grading is planned in the area of underground utility facilities. The Contractor shall notify all affected utilities at least two (2) business days, not including the actual day of notice, prior to commencing such operations. The Contractor shall contact the Utility Notification Center of Colorado (UNCC) at phone no. **811 or 1-800-922-1987**, to have locations of UNCC registered lines marked by member companies. All

other underground facilities shall be located by contacting the respective owner. Utility service laterals shall also be located prior to beginning excavation or grading.

The locations of utility facilities as shown on the plan and profile sheets were obtained from the best available information. No warranty is made for the adequacy or accuracy of subsurface information provided. The Contractor shall cooperate with the utility owners in their relocation operations as provided in subsection 105.11 of the Standard Specifications for Road and Bridge Construction. No guarantee is made that utility conflicts will be resolved prior to construction activities and any delays resulting from utility relocation work shall be dealt with in accordance with subsection 108.08 of the Standard Specifications for Road and Bridge Construction as amended.

All costs incidental to the foregoing requirements will not be paid for separately, but shall be included in the work.

Exhibit 2.11.4

Detail drawings and Bid Documents prepared or issued by
Arvada, Arvada's Engineer/Architect, or other
Arvada consultant

CONSTRUCTION DRAWINGS FOR:
CITY OF ARVADA
West 72nd Avenue Improvements
Swadley Court to Kipling Street
Construction Package No. 1
City of Arvada Project No. 18-ST-30

FOR PLANS

FEBRUARY, 2021

CAP NTP SET*

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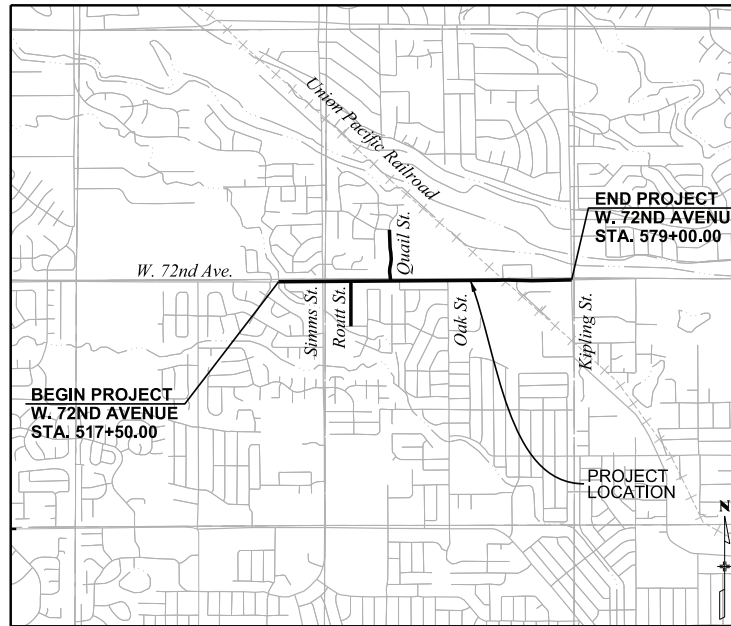
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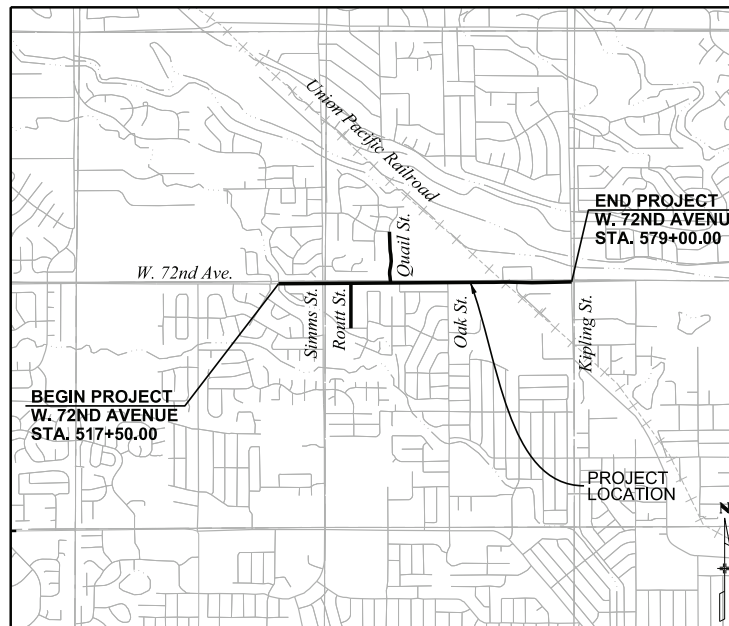
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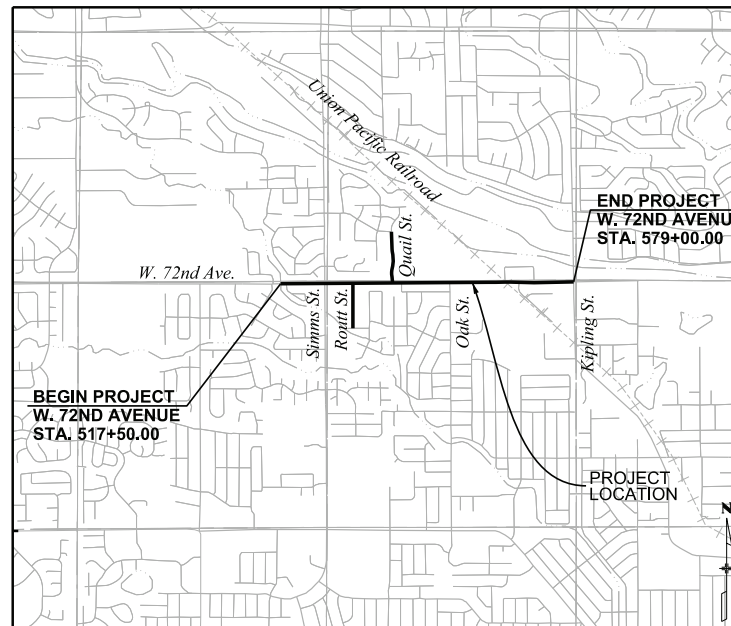
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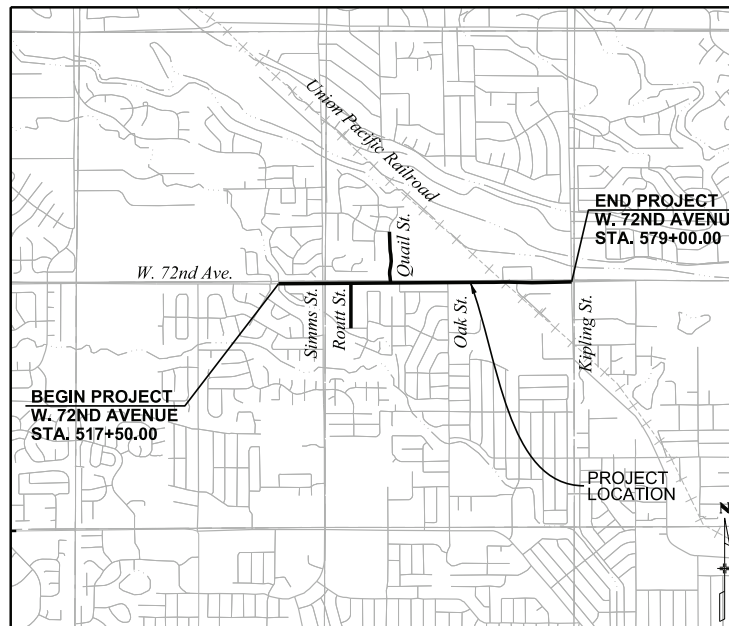
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Revised on September 30, 2020

ALL OF THE M&S STANDARD PLANS, AS SUPPLEMENTED
AND REVISED, APPLY TO THIS PROJECT WHEN USED
BY DESIGNATED PAY ITEM OR SUBSIDIARY ITEM.

THE M&S STANDARD PLANS USED TO DESIGN THIS PROJECT ARE INDICATED BY A MARKED BOX ■, AND WILL BE ATTACHED TO THE PLANS. ALL THE OTHER M&S STANDARD PLANS ARE STILL ELIGIBLE FOR CONSTRUCTION IF APPROVED BY AN APPROPRIATE CDOT ENGINEER.

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Unit Information Unit Leader Initials							Detailer: SAD				
						Void:	Sheet Subset: STD PLANS	Subset Sheets: 1 of 1		Sheet Number	2

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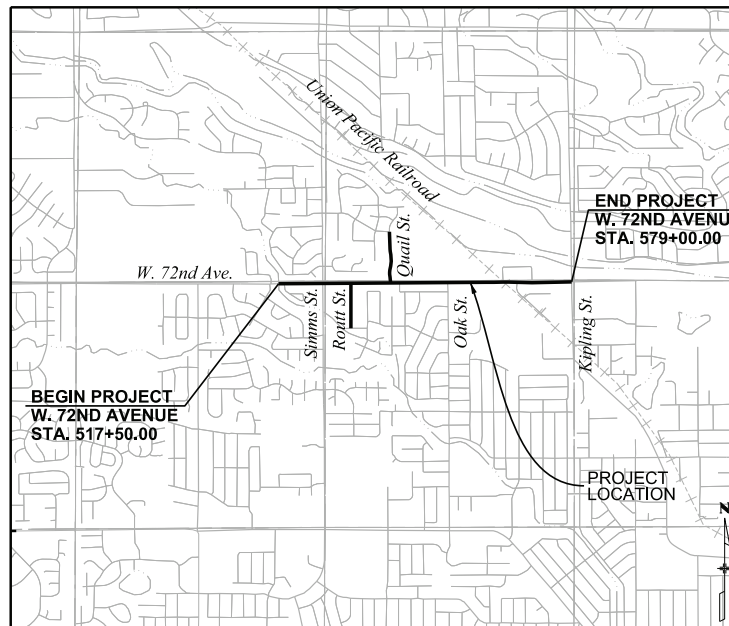
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Revised on September 30, 2020

ALL OF THE M&S STANDARD PLANS, AS SUPPLEMENTED
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BY DESIGNATED PAY ITEM OR SUBSIDIARY ITEM.

THE M&S STANDARD PLANS USED TO DESIGN THIS PROJECT ARE INDICATED BY A MARKED BOX ■, AND WILL BE ATTACHED TO THE PLANS. ALL THE OTHER M&S STANDARD PLANS ARE STILL ELIGIBLE FOR CONSTRUCTION IF APPROVED BY AN APPROPRIATE CDOT ENGINEER.

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CONSTRUCTION DRAWINGS FOR:

CITY OF ARVADA

West 72nd Avenue Improvements Swadley Court to Kipling Street

Construction Package No. 1

City of Arvada Project No. 18-ST-30

FOR PLANS

FEBRUARY, 2021

CAP NTP SET*

*THIS 90% PLAN SET IS BASED OFF OF THE
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APPROVED:

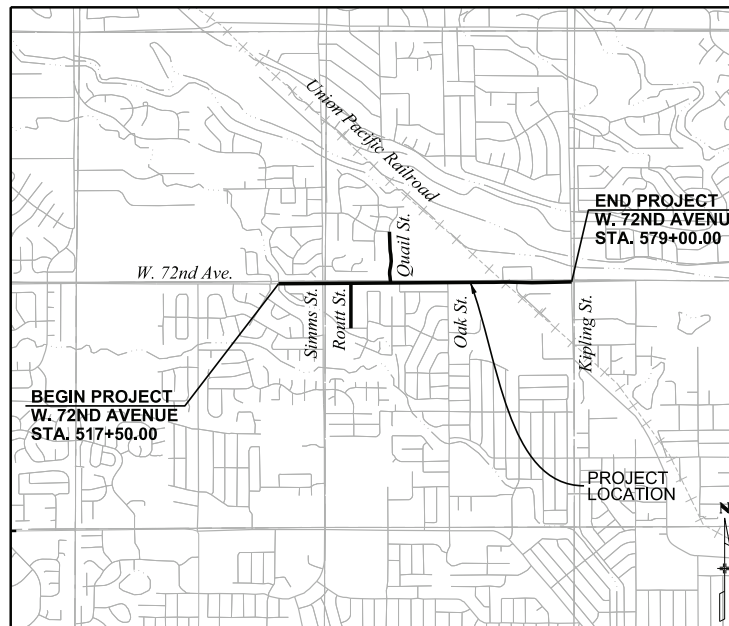
CITY ENGINEER

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TABULATION OF LENGTH & DESIGN DATA

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W. 72ND AVENUE BEGIN PROJECT = STA. 517+50.00	6066.0	1.15
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PROJECT LENGTH		



PROJECT LOCATION MAP



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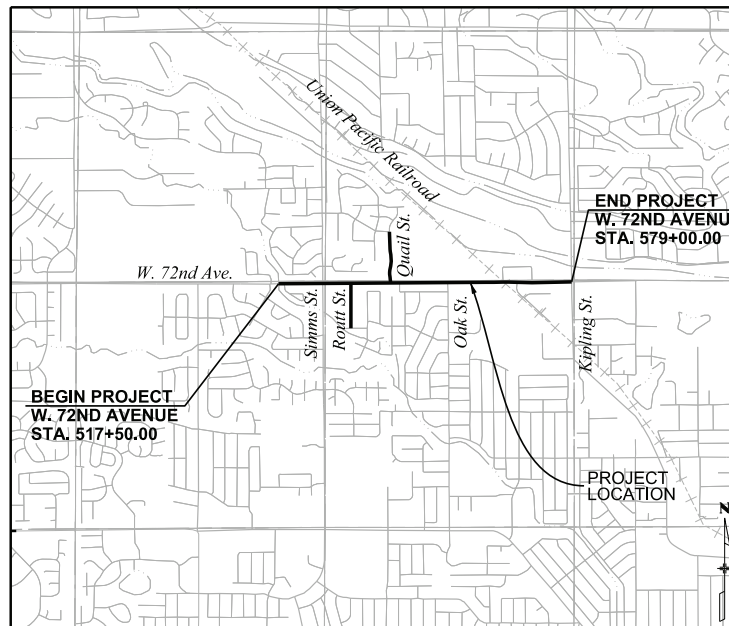
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Vert. Scale:								Project Engineer:		
								PROJECT STARTED: / /	ACCEPTED: / /	
						Void:	Comments:		Sheet Number 1	

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							Void:				Sheet Subst: STD PLANS		Subset Sheets: 1 of 1		Sheet Number 2	

GENERAL NOTES:

1. THE COLORADO DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION DATED 2019, CITY OF ARVADA ENGINEERING CODE OF STANDARDS AND SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF PUBLIC IMPROVEMENTS DATED JANUARY 2016, ALONG WITH PROJECT SPECIAL PROVISIONS AND STANDARD SPECIAL PROVISIONS, CONTROL CONSTRUCTION OF THIS PROJECT.
2. THE CONTRACTOR SHALL NOTIFY THE OWNER AND ENGINEER OF ANY PROBLEM IN CONFORMING TO THE APPROVED PLANS FOR ANY ELEMENT OF THE PROPOSED IMPROVEMENTS PRIOR TO ITS CONSTRUCTION.
3. FOR PLAN QUANTITIES OF PAVEMENT MATERIALS, THE FOLLOWING RATES OF APPLICATIONS WERE USED:
 - AGGREGATE BASE COURSE @ 133 LBS. PER CU. FT.
 - HOT MIX ASPHALT @ 110 LBS. PER SQ. YD./INCH
 - TACK COAT DILUTED EMULSIFIED ASPHALT (SLOW-SETTING) @ 0.1 GALS. PER SQ. YD. (DILUTED)
4. A TACK COAT OF EMULSIFIED ASPHALT (SLOW SETTING) IS TO BE APPLIED TO IMPROVE BOND AT THE FOLLOWING LOCATIONS:
 - BEFORE PLACING NEW PAVEMENT OVER EXISTING PAVEMENT
 - ALONG THE FACE OF ALL CURBS, GUTTERS, MANHOLES, ADJACENT EXISTING PAVEMENT, AND OTHER SURFACES AGAINST WHICH ASPHALT WILL BE PLACED
 - BETWEEN PAVEMENT COURSES WHEN ORDERED BY THE ENGINEER.
5. TACK COAT (DILUTED) FOR THIS PROJECT SHALL BE ONE PART EMULSIFIED ASPHALT (SLOW SETTING) AND ONE PART WATER. RATES OF APPLICATION SHALL BE AS DETERMINED BY THE ENGINEER AT THE TIME OF APPLICATION.
6. MILLINGS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF OFF-SITE.
7. OVERLAY OF PLANED AREAS SHALL COMMENCE WITHIN 5 WORKING DAYS FOLLOWING THE PLANING UNLESS OTHERWISE APPROVED BY THE ENGINEER.
8. ASPHALT JOINTS SHALL FALL ON LANE LINES OR MEDIAN LINES, EXCEPT WHERE STATED IN THE PLANS.
9. PRIOR TO PLACING HOT MIX ASPHALT PAVEMENT, THE PAVED SURFACE SHALL BE SWEEPED AND CLEANED. THIS WILL NOT BE PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN THE COST OF THE HOT MIX ASPHALT PAVEMENT ITEMS.
10. ANY LAYER OF HOT MIX ASPHALT THAT IS TO HAVE A SUCCEEDING LAYER PLACED THEREON SHALL BE COMPLETED FULL WIDTH BEFORE SUCCEEDING LAYER IS PLACED.
11. WHERE NEW PAVEMENT IS TO ABUT EXISTING PAVEMENT, THE EXISTING PAVEMENT SHALL BE REMOVED TO A NEAT VERTICAL LINE USING A CUTTING SAW OR OTHER METHOD AS APPROVED BY THE ENGINEER. SAW CUTTING ASPHALT SHALL NOT BE PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN THE COST OF REMOVAL OF ASPHALT MAT.
12. IT IS ESTIMATED THAT 20 HOURS OF ITEM 203-01597 POTHOLING WILL BE REQUIRED.
13. SULFATE EXPOSURE FOR CONCRETE ON THIS PROJECT IS CLASS 0. SEE SPECIFICATION SECTION 601, STRUCTURAL CONCRETE, AND THE PROJECT GEOTECHNICAL REPORT.
14. EXCAVATION REQUIRED FOR COMPACTION OF BASES OF CUTS AND FILLS WILL BE CONSIDERED AS SUBSIDIARY TO THAT OPERATION AND WILL NOT BE PAID FOR SEPARATELY.
15. A GEOTECHNICAL REPORT ENTITLED "W. 72ND AVENUE, KIPLING STREET TO SIMMS STREET ARVADA, COLORADO," DATED SEPTEMBER 2019 HAS BEEN PREPARED FOR THIS PROJECT BY SHANNON & WILSON, INC.
16. THE CONTRACTOR SHALL KEEP THE WORK AREA DRY OF STANDING WATER AND SHALL KEEP THE EXCAVATION AREAS FREE FROM STORM RUN-OFF.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCEPTANCE AND CONTROL OF ALL SURFACE AND SUBSURFACE DRAINAGE AND GROUNDWATER ENTERING THE PROJECT AREA.

18. THE CONTRACTOR SHALL LIMIT CONSTRUCTION ACTIVITIES TO THOSE AREAS WITHIN THE LIMITS OF DISTURBANCE SHOWN ON THE PLANS. ANY DISTURBANCE BEYOND THESE LIMITS SHALL BE RESTORED TO ORIGINAL CONDITION BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE. CONSTRUCTION ACTIVITIES IN ADDITION TO NORMAL CONSTRUCTION PROCEDURE SHALL INCLUDE THE PARKING OF VEHICLES OR EQUIPMENT, DISPOSAL OF LITTER, AND ANY OTHER ACTION WHICH WOULD ALTER EXISTING CONDITIONS.
19. ANY DAMAGE TO PRESENT HIGHWAY FACILITIES SHALL BE REPAIRED IMMEDIATELY AND PRIOR TO CONTINUING OTHER WORK. ANY MUD OR OTHER MATERIAL TRACKED OR OTHERWISE DEPOSITED ON THE ROADWAY AND SIDEWALK SHALL BE REMOVED DAILY OR AS ORDERED BY THE INSPECTOR.
20. THE CONTRACTOR SHALL NOT PARK EQUIPMENT OVERNIGHT WITHIN THE CLEAR ZONE LIMITS WITHOUT APPROVED TRAFFIC CONTROL DEVICES IN PLACE.
21. CONTRACTOR IS RESPONSIBLE FOR DETERMINING AND OBTAINING A SUITABLE STAGING AREA.
22. PRIVATE DRIVEWAYS AND PARKING LOTS SHALL NOT BE USED AS TURNAROUNDS UNLESS WRITTEN PERMISSION IS OBTAINED FROM THE APPROPRIATE LAND OWNER.
23. ALL EXISTING SURVEY MONUMENTATION DESIGNATED TO REMAIN SHALL BE PROTECTED FROM DAMAGE BY THE CONTRACTOR DURING CONSTRUCTION OPERATIONS. ANY MONUMENTS DISTURBED BY THE CONTRACTOR THAT ARE NOT DESIGNATED FOR RELOCATION, SHALL BE RESET AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR AND ENGINEER SHALL NOTE THOSE MONUMENTS IN THE FIELD PRIOR TO CONSTRUCTION.
24. ALL TREES SMALLER THAN 12 INCH CALIPER, BUSHES, AND OTHER FIXED OBJECTS WITHIN THE LIMITS OF CUT OR FILL OR AS NOTED ON THE PLANS SHALL BE REMOVED UNLESS OTHERWISE NOTED. ALL OTHER TREES AND BUSHES SHALL BE PROTECTED UNLESS OTHERWISE NOTED. TREES WITH A DIAMETER SMALLER THAN 12 INCH CALIPER, BUSH, AND FIXED OBJECT REMOVALS SHALL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN ITEM 201 - CLEARING AND GRUBBING.
25. IT IS ESTIMATED THAT THE FOLLOWING ITEMS WILL BE REQUIRED:

ITEM NO. 201-00000 CLEARING AND GRUBBING	1 (LUMP SUM)
ITEM NO. 202-00495 REMOVAL OF PORTIONS OF PRESENT STRUCTURE	1 (LUMP SUM)
ITEM NO. 620-00020 SANITARY FACILITY	1 (EACH)
ITEM NO. 625-00000 CONSTRUCTION SURVEYING	1 (LUMP SUM)
ITEM NO. 626-00000 MOBILIZATION	1 (LUMP SUM)
ITEM NO. 626-01000 PUBLIC INFORMATION SERVICES	1 (LUMP SUM)

MAINTENANCE OF THE SANITARY FACILITY SHALL INCLUDE CLEANING AT LEAST TWICE A WEEK.

NOTE: ALL ITEMS LISTED AND DESCRIBED HEREIN AS REQUIRED FOR THE COMPLETION OF THE PROJECT SHALL BE PLACED AS DIRECTED BY THE PROJECT ENGINEER.

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Unit Information Unit Leader Initials

**Sheet Revisions**

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**As Constructed**

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Revised:

Void:

WEST 72ND AVE. IMPROVEMENTS: CONSTRUCTION PACKAGE NO. 1

GENERAL NOTES

Designer:	JLV	Structure	Numbers
Detailer:	SAD		
Sheet Subset:	NOTES	Subset Sheets:	1 of 3

Project No./Code

Sheet Number 3

CONSTRUCTION DRAWINGS FOR:

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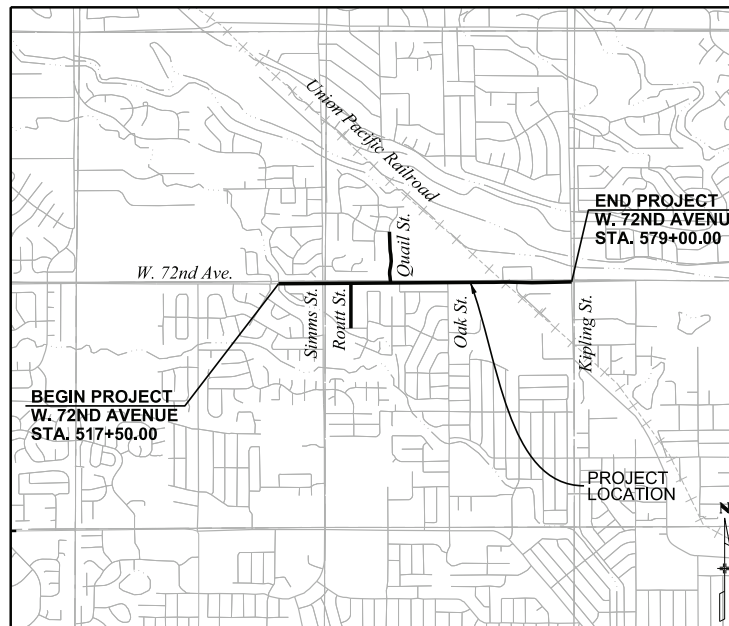
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PLAN NUMBER	TITLE	PAGE NUMBER
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☐ S-613-1	ROADWAY LIGHTING (6 SHEETS) <i>(REVISED ON SEPTEMBER 30, 2020)</i>	179-186
☐ S-613-2	ALTERNATIVE ROADWAY LIGHTING (4 SHEETS) <i>(NEW, ISSUED ON SEPTEMBER 30, 2020)</i>	
☐ S-614-1	GROUND SIGN PLACEMENT (2 SHEETS)	187-188
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☐ S-614-5	BREAK-AWAY SIGN SUPPORT DETAILS FOR CLASS III SIGNS (2 SHEETS)	194-195
☐ S-614-6	CONCRETE FOOTINGS AND SIGN ISLANDS FOR CLASS III SIGNS (2 SHEETS)	196-197
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☐ S-614-10	MARKER ASSEMBLY INSTALLATIONS	207
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☐ S-614-14	FLASHING BEACON AND SIGN INSTALLATIONS (4 SHEETS)	211-214
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☐ S-614-21	CONCRETE BARRIER SIGN POST INSTALLATIONS (2 SHEETS) <i>(REVISED ON SEPTEMBER 21, 2020)</i>	216-217
☐ S-614-22	TYPICAL MULTI-SIGN INSTALLATIONS	218
☐ S-614-40A	TYPICAL TRAFFIC SIGNAL 30'-75' DOUBLE MAST ARMS 65'-75' SINGLE MAST ARMS (5 SHEETS)	219-223
☐ S-614-40A	ALTERNATIVE TRAFFIC SIGNAL 25'-55' SINGLE MAST ARMS (4 SHEETS)	224-227
☐ S-614-41	TEMPORARY SPAN WIRE SIGNALS (13 SHEETS)	228-240
☐ S-614-42	CABINET FOUNDATION DETAIL (4 SHEETS)	241-244
☐ S-614-43	TRAFFIC LOOP AND MISCELLANEOUS SIGNAL DETAILS (8 SHEETS)	245-252
☐ S-614-44	PEDESTAL POLE SIGNALS (2 SHEETS)	253-254
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☐ S-614-50	STATIC SIGN MONOTUBE STRUCTURES (12 SHEETS)	255-266
☐ S-614-60	DYNAMIC SIGN MONOTUBE STRUCTURES (14 SHEETS)	267-280
☐ S-627-1	PAVEMENT MARKINGS (9 SHEETS) <i>(REVISED ON APRIL 17, 2020)</i>	281-289
☐ S-630-1	TRAFFIC CONTROLS FOR HIGHWAY CONSTRUCTION (24 SHEETS)	290-313
☐ S-630-2	BARRICADES, DRUMS, CONCRETE BARRIERS (TEMP) AND VERTICAL PANELS	314
☐ S-630-3	FLASHING BEACON (PORTABLE) DETAILS	315
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Revised on September 30, 2020

ALL OF THE M&S STANDARD PLANS, AS SUPPLEMENTED
AND REVISED, APPLY TO THIS PROJECT WHEN USED
BY DESIGNATED PAY ITEM OR SUBSIDIARY ITEM.

THE M&S STANDARD PLANS USED TO DESIGN THIS PROJECT ARE INDICATED BY A MARKED BOX ■, AND WILL BE ATTACHED TO THE PLANS. ALL THE OTHER M&S STANDARD PLANS ARE STILL ELIGIBLE FOR CONSTRUCTION IF APPROVED BY AN APPROPRIATE CDOT ENGINEER.

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Drawing File Name: 18061_CP1_DES_StnPlanList.dgn		Date:	Comments	Init.		No Revisions:		STANDARD PLANS LIST				
Horiz. Scale: 1:1 Vert. Scale: As Noted						Revised:	Designer: JLV	Structure Numbers				
Unit Information Unit Leader Initials							Detailer: SAD					
						Void:	Sheet Subset: STD PLANS	Subset Sheets: 1 of 1			Sheet Number 2	

GENERAL NOTES:

1. THE COLORADO DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION DATED 2019, CITY OF ARVADA ENGINEERING CODE OF STANDARDS AND SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF PUBLIC IMPROVEMENTS DATED JANUARY 2016, ALONG WITH PROJECT SPECIAL PROVISIONS AND STANDARD SPECIAL PROVISIONS, CONTROL CONSTRUCTION OF THIS PROJECT.
2. THE CONTRACTOR SHALL NOTIFY THE OWNER AND ENGINEER OF ANY PROBLEM IN CONFORMING TO THE APPROVED PLANS FOR ANY ELEMENT OF THE PROPOSED IMPROVEMENTS PRIOR TO ITS CONSTRUCTION.
3. FOR PLAN QUANTITIES OF PAVEMENT MATERIALS, THE FOLLOWING RATES OF APPLICATIONS WERE USED:
 - AGGREGATE BASE COURSE @ 133 LBS. PER CU. FT.
 - HOT MIX ASPHALT @ 110 LBS. PER SQ. YD./INCH
 - TACK COAT DILUTED EMULSIFIED ASPHALT (SLOW-SETTING) @ 0.1 GALS. PER SQ. YD. (DILUTED)
4. A TACK COAT OF EMULSIFIED ASPHALT (SLOW SETTING) IS TO BE APPLIED TO IMPROVE BOND AT THE FOLLOWING LOCATIONS:
 - BEFORE PLACING NEW PAVEMENT OVER EXISTING PAVEMENT
 - ALONG THE FACE OF ALL CURBS, GUTTERS, MANHOLES, ADJACENT EXISTING PAVEMENT, AND OTHER SURFACES AGAINST WHICH ASPHALT WILL BE PLACED
 - BETWEEN PAVEMENT COURSES WHEN ORDERED BY THE ENGINEER.
5. TACK COAT (DILUTED) FOR THIS PROJECT SHALL BE ONE PART EMULSIFIED ASPHALT (SLOW SETTING) AND ONE PART WATER. RATES OF APPLICATION SHALL BE AS DETERMINED BY THE ENGINEER AT THE TIME OF APPLICATION.
6. MILLINGS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF OFF-SITE.
7. OVERLAY OF PLANED AREAS SHALL COMMENCE WITHIN 5 WORKING DAYS FOLLOWING THE PLANING UNLESS OTHERWISE APPROVED BY THE ENGINEER.
8. ASPHALT JOINTS SHALL FALL ON LANE LINES OR MEDIAN LINES, EXCEPT WHERE STATED IN THE PLANS.
9. PRIOR TO PLACING HOT MIX ASPHALT PAVEMENT, THE PAVED SURFACE SHALL BE SWEEPED AND CLEANED. THIS WILL NOT BE PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN THE COST OF THE HOT MIX ASPHALT PAVEMENT ITEMS.
10. ANY LAYER OF HOT MIX ASPHALT THAT IS TO HAVE A SUCCEEDING LAYER PLACED THEREON SHALL BE COMPLETED FULL WIDTH BEFORE SUCCEEDING LAYER IS PLACED.
11. WHERE NEW PAVEMENT IS TO ABUT EXISTING PAVEMENT, THE EXISTING PAVEMENT SHALL BE REMOVED TO A NEAT VERTICAL LINE USING A CUTTING SAW OR OTHER METHOD AS APPROVED BY THE ENGINEER. SAW CUTTING ASPHALT SHALL NOT BE PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN THE COST OF REMOVAL OF ASPHALT MAT.
12. IT IS ESTIMATED THAT 20 HOURS OF ITEM 203-01597 POTHOLING WILL BE REQUIRED.
13. SULFATE EXPOSURE FOR CONCRETE ON THIS PROJECT IS CLASS 0. SEE SPECIFICATION SECTION 601, STRUCTURAL CONCRETE, AND THE PROJECT GEOTECHNICAL REPORT.
14. EXCAVATION REQUIRED FOR COMPACTION OF BASES OF CUTS AND FILLS WILL BE CONSIDERED AS SUBSIDIARY TO THAT OPERATION AND WILL NOT BE PAID FOR SEPARATELY.
15. A GEOTECHNICAL REPORT ENTITLED "W. 72ND AVENUE, KIPLING STREET TO SIMMS STREET ARVADA, COLORADO," DATED SEPTEMBER 2019 HAS BEEN PREPARED FOR THIS PROJECT BY SHANNON & WILSON, INC.
16. THE CONTRACTOR SHALL KEEP THE WORK AREA DRY OF STANDING WATER AND SHALL KEEP THE EXCAVATION AREAS FREE FROM STORM RUN-OFF.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCEPTANCE AND CONTROL OF ALL SURFACE AND SUBSURFACE DRAINAGE AND GROUNDWATER ENTERING THE PROJECT AREA.

18. THE CONTRACTOR SHALL LIMIT CONSTRUCTION ACTIVITIES TO THOSE AREAS WITHIN THE LIMITS OF DISTURBANCE SHOWN ON THE PLANS. ANY DISTURBANCE BEYOND THESE LIMITS SHALL BE RESTORED TO ORIGINAL CONDITION BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE. CONSTRUCTION ACTIVITIES IN ADDITION TO NORMAL CONSTRUCTION PROCEDURE SHALL INCLUDE THE PARKING OF VEHICLES OR EQUIPMENT, DISPOSAL OF LITTER, AND ANY OTHER ACTION WHICH WOULD ALTER EXISTING CONDITIONS.
19. ANY DAMAGE TO PRESENT HIGHWAY FACILITIES SHALL BE REPAIRED IMMEDIATELY AND PRIOR TO CONTINUING OTHER WORK. ANY MUD OR OTHER MATERIAL TRACKED OR OTHERWISE DEPOSITED ON THE ROADWAY AND SIDEWALK SHALL BE REMOVED DAILY OR AS ORDERED BY THE INSPECTOR.
20. THE CONTRACTOR SHALL NOT PARK EQUIPMENT OVERNIGHT WITHIN THE CLEAR ZONE LIMITS WITHOUT APPROVED TRAFFIC CONTROL DEVICES IN PLACE.
21. CONTRACTOR IS RESPONSIBLE FOR DETERMINING AND OBTAINING A SUITABLE STAGING AREA.
22. PRIVATE DRIVEWAYS AND PARKING LOTS SHALL NOT BE USED AS TURNAROUNDS UNLESS WRITTEN PERMISSION IS OBTAINED FROM THE APPROPRIATE LAND OWNER.
23. ALL EXISTING SURVEY MONUMENTATION DESIGNATED TO REMAIN SHALL BE PROTECTED FROM DAMAGE BY THE CONTRACTOR DURING CONSTRUCTION OPERATIONS. ANY MONUMENTS DISTURBED BY THE CONTRACTOR THAT ARE NOT DESIGNATED FOR RELOCATION, SHALL BE RESET AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR AND ENGINEER SHALL NOTE THOSE MONUMENTS IN THE FIELD PRIOR TO CONSTRUCTION.
24. ALL TREES SMALLER THAN 12 INCH CALIPER, BUSHES, AND OTHER FIXED OBJECTS WITHIN THE LIMITS OF CUT OR FILL OR AS NOTED ON THE PLANS SHALL BE REMOVED UNLESS OTHERWISE NOTED. ALL OTHER TREES AND BUSHES SHALL BE PROTECTED UNLESS OTHERWISE NOTED. TREES WITH A DIAMETER SMALLER THAN 12 INCH CALIPER, BUSH, AND FIXED OBJECT REMOVALS SHALL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN ITEM 201 - CLEARING AND GRUBBING.
25. IT IS ESTIMATED THAT THE FOLLOWING ITEMS WILL BE REQUIRED:

ITEM NO. 201-00000 CLEARING AND GRUBBING	1 (LUMP SUM)
ITEM NO. 202-00495 REMOVAL OF PORTIONS OF PRESENT STRUCTURE	1 (LUMP SUM)
ITEM NO. 620-00020 SANITARY FACILITY	1 (EACH)
ITEM NO. 625-00000 CONSTRUCTION SURVEYING	1 (LUMP SUM)
ITEM NO. 626-00000 MOBILIZATION	1 (LUMP SUM)
ITEM NO. 626-01000 PUBLIC INFORMATION SERVICES	1 (LUMP SUM)

MAINTENANCE OF THE SANITARY FACILITY SHALL INCLUDE CLEANING AT LEAST TWICE A WEEK.

NOTE: ALL ITEMS LISTED AND DESCRIBED HEREIN AS REQUIRED FOR THE COMPLETION OF THE PROJECT SHALL BE PLACED AS DIRECTED BY THE PROJECT ENGINEER.

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WEST 72ND AVE. IMPROVEMENTS: CONSTRUCTION PACKAGE NO. 1

GENERAL NOTES

Designer:	JLV	Structure	Numbers
Detailer:	SAD		
Sheet Subset:	NOTES	Subset Sheets:	1 of 3

Project No./Code

Sheet Number 3

CITY OF ARVADA GENERAL NOTES

GENERAL NOTES:

1. ALL CONTRACTORS AND SUBCONTRACTORS SHALL BE LICENSED WITH THE CITY OF ARVADA ENGINEERING DIVISION.
2. ALL WORK WILL REQUIRE A CITY OF ARVADA ENGINEERING DIVISION PUBLIC IMPROVEMENT PERMIT PRIOR TO THE START OF CONSTRUCTION. ALL CONTRACTORS AND SUBCONTRACTORS MUST OBTAIN A SEPARATE PERMIT FOR THE WORK BEING COMPLETED BY THE PARTICULAR CONTRACTOR OR SUBCONTRACTOR.
3. ALL CONTRACTORS AND SUBCONTRACTORS SHALL HAVE A SET OF APPROVED DRAWINGS SIGNED BY THE CITY ENGINEER OR DESIGNEE AND A PRINTED COPY OF THE CURRENT CITY OF ARVADA "ENGINEERING CODE OF STANDARDS AND SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF PUBLIC IMPROVEMENTS" ON SITE AT ALL TIMES.
4. THE CITY OF ARVADA ENGINEERING DIVISION SHALL BE NOTIFIED (PHONE # 720-898-7640) A MINIMUM OF 24 HOURS PRIOR TO THE START OF ANY CONSTRUCTION.
5. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR BURIED UTILITIES. THE CONTRACTOR IS RESPONSIBLE TO VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION AND TO PROTECT THEM DURING CONSTRUCTION.
6. THE CONTRACTOR IS RESPONSIBLE FOR ALL PROJECT SAFETY INCLUDING, BUT NOT LIMITED TO, TRENCH EXCAVATION AND SHORING, TRAFFIC CONTROL AND SECURITY.
7. BENCHMARK LOCATION, ELEVATION AND DATUM ARE AS NOTED.
8. AS-BUILT DRAWINGS SHOWING ALL CHANGES FROM THE APPROVED CONSTRUCTION DRAWINGS SHALL BE SUBMITTED TO THE CITY ENGINEER OR DESIGNEE PRIOR TO INITIATION OF THE REQUIRED TWO YEAR WARRANTY PERIOD. UTILITY AS-BUILTS SHALL INCLUDE STATIONING OF ALL FITTINGS, SERVICES AND PERTINENT ELEVATIONS. CERTIFICATES OF OCCUPANCY FOR ANY BUILDINGS OR STRUCTURES WITHIN THE DEVELOPMENT WILL NOT BE ISSUED UNTIL THE AS-BUILTS HAVE BEEN RECEIVED, REVIEWED AND APPROVED BY THE CITY OF ARVADA ENGINEERING DIVISION.
9. A CITY OF ARVADA TAX CERTIFICATION FORM MUST BE COMPLETED BY ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK ON THIS PROJECT. THIS FORM DETAILS ALL MATERIALS WHICH HAVE BEEN INCLUDED IN THE WORK BY CONTRACTORS AND SUBCONTRACTORS. COPIES OF ALL PAID INVOICES FOR MATERIALS SHALL BE ATTACHED TO THE FORM. CERTIFICATES OF OCCUPANCY FOR ANY BUILDINGS OR STRUCTURES WITHIN THE DEVELOPMENT WILL NOT BE ISSUED UNTIL THIS FORM HAS BEEN RECEIVED, REVIEWED AND APPROVED BY THE CITY OF ARVADA ENGINEERING DIVISION.
10. OWNER/DEVELOPER SHALL OBTAIN A STORMWATER CONSTRUCTION PERMIT FROM THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT, WATER QUALITY CONTROL DIVISION, PRIOR TO CLEARING, GRADING, OR EXCAVATING A SITE OF ONE (1) ACRE OR MORE OR LESS THAN ONE ACRE AND PART OF A LARGER DEVELOPMENT. A COPY OF THE APPROVED PERMIT MUST BE SUBMITTED TO THE CITY OF ARVADA ENGINEERING DIVISION PRIOR TO THE START OF CLEARING, GRADING OR EXCAVATING OF THE SITE. A COPY OF THE APPROVED PERMIT MUST ALSO BE AVAILABLE ON THE PROJECT SITE AT ALL TIMES DURING CONSTRUCTION. ALL CONTRACTORS WORKING ON PRIVATE UTILITIES SHALL BE RESPONSIBLE FOR OBTAINING THEIR OWN STORMWATER CONSTRUCTION PERMIT.
11. CONTRACTOR SHALL OBTAIN A COLORADO STATE CONSTRUCTION DEWATERING DISCHARGE PERMIT FROM THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT FOR ALL AREAS WHERE DEWATERING IS REQUIRED FROM AN EXCAVATION AND WATER IS DISCHARGED INTO A STORM SEWER, CHANNEL, IRRIGATION DITCH OR ANY WATERS OF THE UNITED STATES. A COPY OF THE APPROVED PERMIT MUST BE SUBMITTED TO THE CITY OF ARVADA ENGINEERING DIVISION PRIOR TO THE START OF ANY DEWATERING. A COPY OF THE APPROVED PERMIT MUST ALSO BE AVAILABLE ON THE PROJECT SITE AT ALL TIMES DURING CONSTRUCTION.
12. ALL CURB RAMPS SHALL COMPLY WITH THE LATEST CITY OF ARVADA AND ADA STANDARD. CONTRACTOR TO CHECK WITH THE CITY OF ARVADA ENGINEERING DIVISION TO VERIFY THE LATEST CURB RAMP STANDARD PRIOR TO CONSTRUCTION OF ANY RAMP.

13. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION BY THE CITY OF ARVADA ENGINEERING DIVISION. THE CITY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY SUCH MATERIALS AND WORKMANSHIP THAT DOES NOT CONFORM TO ITS "ENGINEERING CODE OF STANDARDS AND SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF PUBLIC IMPROVEMENTS".

14. A PLAN FOR TRAFFIC CONTROL DURING CONSTRUCTION SHALL BE SUBMITTED TO THE CITY OF ARVADA ENGINEERING DIVISION FOR ACCEPTANCE WITH THE PUBLIC IMPROVEMENTS PERMIT APPLICATION. A PUBLIC IMPROVEMENTS CONSTRUCTION PERMIT WILL NOT BE ISSUED WITHOUT AN APPROVED TRAFFIC CONTROL PLAN FOR TRAFFIC CONTROL ON EXISTING ROADS DURING CONSTRUCTION.

STREET:

1. CONTRACTOR SHALL HAVE ON SITE A COPY OF THE CITY OF ARVADA APPROVED SUBGRADE SOILS AND PAVEMENT DESIGN REPORT SHOWING MINIMUM REQUIRED SUBGRADE PREPARATION REQUIREMENTS AND MINIMUM REQUIRED PAVEMENT THICKNESSES.
2. ALL TRENCH BACKFILL AND SUBGRADE PREPARATION SHALL BE TESTED TO ENSURE COMPLIANCE WITH CITY OF ARVADA STANDARDS AND SHALL BE TESTED AT CITY REQUIRED FREQUENCIES BY A CITY APPROVED PRIVATE SOILS TESTING FIRM. TEST RESULTS SHALL BE SUBMITTED TO, REVIEWED, AND APPROVED BY THE CITY OF ARVADA ENGINEERING DIVISION PRIOR TO INSTALLING BASE COURSE, ASPHALT OR CONCRETE ON PREPARED SUBGRADE. ALL BASE COURSE DENSITY SHALL ALSO BE TESTED BY THE PRIVATE SOILS FIRM AT CITY REQUIRED FREQUENCIES TO ENSURE COMPLIANCE WITH CITY OF ARVADA REQUIREMENTS. BASE COURSE TEST RESULTS SHALL ALSO BE APPROVED BY THE CITY OF ARVADA ENGINEERING DIVISION PRIOR TO INSTALLING PAVEMENT. ALL CONCRETE AND ASPHALT PLACED SHALL BE TESTED IN ACCORDANCE WITH CITY OF ARVADA MINIMUM MATERIALS TESTING STANDARDS. TEST RESULTS SHALL BE REVIEWED AND APPROVED BY THE CITY OF ARVADA ENGINEERING DIVISION PRIOR TO INITIATION OF THE REQUIRED TWO YEAR WARRANTY PERIOD.
3. THE SUBGRADE MATERIAL SHALL BE REMOVED TO A DEPTH REQUIRED BY THE CITY OF ARVADA ACCORDING TO INFORMATION OBTAINED FROM LABORATORY TESTS AND/OR AS REQUIRED IN THE PAVEMENT DESIGN REPORT. ADDITIVES OR APPROVED MATERIAL MAY BE REQUIRED IF THE NATIVE MATERIAL IS UNSATISFACTORY. THE SUBGRADE SHALL BE COMPACTED TO A MINIMUM DENSITY DETERMINED IN ACCORDANCE WITH AASHTO DESIGNATION T180 OR T99 AND IN ACCORDANCE WITH CDOT STANDARD SPECIFICATIONS SECTION 203.07.
4. THE CONTRACTOR SHALL PROOF ROLL ALL SUBGRADE AND BASE COURSE IN A MANNER ACCEPTABLE TO THE CITY OF ARVADA IN ACCORDANCE WITH THE CITY OF ARVADA "ENGINEERING CODE OF STANDARDS AND SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF PUBLIC IMPROVEMENTS". PROOF ROLLING SHALL BE INSPECTED AND ACCEPTED BY THE CITY PRIOR TO INSTALLATION OF PAVEMENT AND/OR CONCRETE FLATWORK.
5. ALL CONCRETE CURB, GUTTER, SIDEWALK AND OTHER FLATWORK WITHIN THE CITY RIGHT OF WAY SHALL BE MINIMUM 6" THICKNESS. CROSSPANS SHALL BE MINIMUM 8" THICKNESS AND MINIMUM 8 FOOT WIDTH. ALL CONCRETE SHALL BE MINIMUM 4000 PSI DESIGN STRENGTH REINFORCED WITH 1.5 LBS/CY FIBERMESH IN ACCORDANCE WITH THE CITY OF ARVADA "ENGINEERING CODE OF STANDARDS AND SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF PUBLIC IMPROVEMENTS".

IRRIGATION:

1. CONTRACTOR IS TO NOTIFY AFFECTED IRRIGATION COMPANY A MINIMUM OF 24 HOURS PRIOR TO BEGINNING ANY CONSTRUCTION IN IRRIGATION EASEMENTS OR ON IRRIGATION DITCHES.
2. ALL IRRIGATION PIPE JOINTS SHALL BE WATERTIGHT AND PASS A LOW AIR PRESSURE TEST.

UTILITIES:

1. CONTRACTOR SHALL NOTIFY ALL AFFECTED PARTIES, CITY OF ARVADA UTILITY AND ENGINEERING DIVISIONS, A MINIMUM OF 48 HOURS PRIOR TO ANY WATER OR SEWER SERVICE INTERRUPTION.
2. CONTRACTOR IS TO COORDINATE THE OPERATION OF ALL WATER VALVES, FIRE HYDRANTS, AND OTHER APPURTENANCES WITH THE CITY'S WATER OPERATIONS DIVISION THROUGH THE CITY'S ENGINEERING INSPECTOR.

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GENERAL NOTES

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Detailer:	SAD	Numbers	
Sheet Subset:	NOTES	Subset Sheets:	2 of 3

Project No./Code

Sheet Number 4

3. ALL FIRE HYDRANT BRANCH PIPE SHALL BE CLASS 200 AWWA C900 PVC OR CLASS 150 AWWA C905 PVC. ALL FIRE LINES TO BUILDINGS WITH INTERIOR SPRINKLER SYSTEMS SHALL BE CLASS 200 AWWA C900 PVC PIPE OR CLASS 200 AWWA C905 PVC PIPE ONLY.
4. ALL METALLIC FITTINGS SHALL BE WRAPPED WITH MINIMUM 8 MIL THICKNESS POLYETHYLENE ENCASEMENT.
5. ALL PVC WATER MAINS SHALL BE INSTALLED WITH WHITE #12 TYPE UF OR USE CABLE SINGLE COPPER CONDUCTOR AS A TRACER WIRE SPIRALLY WRAPPED AROUND THE PIPE. TRACER WIRE TO EXTEND FROM MAIN TO A CATHODIC PROTECTION BOX LOCATED ON THE RIGHT SIDE OF ALL FIRE HYDRANTS. TRACER WIRE SHALL BE CONNECTED TO EXISTING TRACER WIRE WHERE POSSIBLE. WHERE NO TRACER WIRE EXISTS, ENDS OF TRACER WIRE SHALL BE STRIPPED AND GROUNDED INTO NATIVE SOIL A MINIMUM OF 12" DEEP.
6. ALL METER PITS SHALL BE 24 INCH DIAMETER CONCRETE OR PLASTIC IN ACCORDANCE WITH SECTION 30 OF THE CITY OF ARVADA "ENGINEERING CODE OF STANDARDS AND SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF PUBLIC IMPROVEMENTS".
7. STORM, SANITARY AND WATER MANHOLE COVERS SHALL SAY "CITY OF ARVADA STORM, WATER OR SANITARY" WHERE APPLICABLE IN ACCORDANCE WITH THE CITY'S STANDARD LID DETAIL.
8. BLOW-OFFS, BOTH PERMANENT AND TEMPORARY, SHALL BE IN ACCORDANCE WITH CITY OF ARVADA STANDARD DETAIL DRAWING W-9.
9. ALL SANITARY SEWER MAINS INSTALLED SHALL BE HIGH PRESSURE JET CLEANED AFTER COMPLETION OF THE FINAL LIFT OF ASPHALT PLACEMENT AND PRIOR TO REQUIRED TELEVISION INSPECTION BY THE CITY'S WASTEWATER DIVISION.

1. THE CITY OF ARVADA STORMWATER INSPECTOR MUST BE MET ON SITE AND PROVIDED WITH A STORMWATER MANAGEMENT PLAN AFTER INSTALLATION OF TEMPORARY BEST MANAGEMENT PRACTICES (BMPS), BUT BEFORE CONSTRUCTION OR GRADING BEGINS.
2. THERE SHALL BE NO EARTH-DISTURBING ACTIVITY OUTSIDE THE LIMITS DESIGNATED IN THE ACCEPTED PLANS.
3. ALL REQUIRED PERIMETER SILT AND CONSTRUCTION FENCING SHALL BE INSTALLED **PRIOR** TO ANY LAND DISTURBING ACTIVITY (STOCKPILING, STRIPPING, GRADING, ETC.) ALL OTHER REQUIRED EROSION CONTROL MEASURES SHALL BE INSTALLED AT THE APPROPRIATE TIME IN THE CONSTRUCTION SEQUENCE AS INDICATED IN THE APPROVED PROJECT SCHEDULE, CONSTRUCTION PLANS, AND STORMWATER MANAGEMENT PLAN.
4. AT ALL TIMES DURING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREVENTING AND CONTROLLING ON-SITE EROSION INCLUDING KEEPING THE PROPERTY SUFFICIENTLY WATERED SO AS TO MINIMIZE WINDBLOWN SEDIMENT. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR INSTALLING AND MAINTAINING ALL EROSION CONTROL FACILITIES SHOWN HEREIN.
5. PRE-DISTURBANCE VEGETATION SHALL BE PROTECTED AND RETAINED WHEREVER POSSIBLE. REMOVAL OR DISTURBANCE OF EXISTING VEGETATION SHALL BE LIMITED TO THE AREA(S) REQUIRED FOR IMMEDIATE CONSTRUCTION OPERATIONS, AND FOR THE SHORTEST PRACTICAL PERIOD OF TIME.
6. ALL SOILS EXPOSED DURING LAND DISTURBING ACTIVITY (STRIPPING, GRADING, UTILITY INSTALLATIONS, STOCKPILING, FILLING, ETC.) SHALL BE KEPT IN A ROUGHENED CONDITION BY RIPPING OR DISKING ALONG LAND CONTOURS UNTIL MULCH, VEGETATION, OR OTHER PERMANENT EROSION CONTROL BMPS ARE INSTALLED. NO DISTURBED AREAS, EXCEPT THOSE WITHIN THE PROJECT STREET RIGHTS-OF-WAY, SHALL REMAIN EXPOSED FOR MORE THAN THIRTY (30) DAYS BEFORE TEMPORARY OR PERMANENT EROSION CONTROL (E.G. SEED/MULCH, LANDSCAPING, ETC.) IS INSTALLED, UNLESS OTHERWISE APPROVED BY THE CITY OF ARVADA STORMWATER INSPECTOR.
7. IN ORDER TO MINIMIZE EROSION POTENTIAL, ALL TEMPORARY (STRUCTURAL) EROSION CONTROL MEASURES SHALL:

- BE INSPECTED AT A MINIMUM OF ONCE EVERY FOURTEEN (14) DAYS AND AFTER EACH SIGNIFICANT STORM EVENT AND REPAIRED OR RECONSTRUCTED AS NECESSARY IN ORDER TO ENSURE THE CONTINUED PERFORMANCE OF THEIR INTENDED FUNCTION.
- REMAIN IN PLACE UNTIL SUCH TIME AS ALL THE SURROUNDING DISTURBED AREAS ARE SUFFICIENTLY STABILIZED. THE CITY OF ARVADA STORMWATER INSPECTOR MUST BE NOTIFIED PRIOR TO REMOVAL.
- BE REMOVED WHEN THEY ARE NO LONGER FUNCTIONAL OR AFTER THE SITE HAS BEEN SUFFICIENTLY STABILIZED AS DETERMINED BY THE STORMWATER INSPECTOR. THE CITY OF ARVADA STORMWATER INSPECTOR MUST BE NOTIFIED PRIOR TO REMOVAL.
8. WHEN TEMPORARY EROSION CONTROL MEASURES ARE REMOVED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEAN UP AND REMOVAL OF ALL SEDIMENT AND DEBRIS FROM ALL DRAINAGE INFRASTRUCTURE AND OTHER PUBLIC FACILITIES.
9. THE CONTRACTOR SHALL IMMEDIATELY CLEAN UP ANY CONSTRUCTION MATERIALS INADVERTENTLY DEPOSITED ON EXISTING STREETS, SIDEWALKS, OR OTHER PUBLIC RIGHTS OF WAY, AND MAKE SURE STREETS AND WALKWAYS ARE CLEANED AT THE END OF EACH WORKING DAY.
10. NO SOIL STOCKPILES SHALL BE PLACED WITHIN ONE HUNDRED (100) FEET OF A DRAINAGEWAY, WHERE POSSIBLE, AND SHALL BE PROTECTED FROM SEDIMENT TRANSPORT BY APPROPRIATE EROSION CONTROL METHODS. ANY SOIL STOCKPILE THAT WILL BE DORMANT FOR OVER THIRTY (30) DAYS SHALL BE SEEDDED.
11. THE STORMWATER VOLUME CAPACITY OF DETENTION PONDS WILL BE RESTORED AND STORM SEWER LINES WILL BE CLEANED UPON COMPLETION OF THE PROJECT AND BEFORE TURNING THE MAINTENANCE OVER TO THE PROPERTY OWNER OR HOMEOWNERS ASSOCIATION (HOA).
12. CITY ORDINANCE REQUIREMENTS MAKE IT UNLAWFUL TO DISCHARGE OR ALLOW THE DISCHARGE OF ANY POLLUTANT OR CONTAMINATED WATER FROM CONSTRUCTION SITES. POLLUTANTS INCLUDE, BUT ARE NOT LIMITED TO DISCARDED BUILDING MATERIALS, CONCRETE TRUCK WASHOUT, CHEMICALS, OIL AND GAS PRODUCTS, LITTER, AND SANITARY WASTE. THE CONTRACTOR SHALL AT ALL TIMES TAKE WHATEVER MEASURES ARE NECESSARY TO ASSURE THE PROPER CONTAINMENT AND DISPOSAL OF POLLUTANTS ON THE SITE IN ACCORDANCE WITH ANY AND ALL APPLICABLE LOCAL, STATE, AND FEDERAL REGULATIONS.
13. A DESIGNATED AREA SHALL BE PROVIDED ON SITE FOR CONCRETE TRUCK CHUTE WASHOUT. THE AREA SHALL BE CONSTRUCTED TO CONTAIN WASHOUT MATERIAL AND LOCATED AT LEAST FIFTY (50) FEET AWAY FROM ANY WATERWAY DURING CONSTRUCTION. UPON COMPLETION OF CONSTRUCTION ACTIVITIES, THE CONCRETE WASHOUT MATERIAL WILL BE REMOVED AND PROPERLY DISPOSED OF PRIOR TO THE AREA BEING RESTORED.
14. MASONRY ACTIVITIES WILL BE CONTAINED WITH APPROPRIATE LOT-SPECIFIC BMPs, SUCH AS STOCKPILE PERIMETER CONTROL AND BERMED WASHOUT PITS. ALL WASTE PRODUCTS FROM MASONRY ACTIVITIES WILL BE REMOVED AND DISPOSED OF PROPERLY.
15. TO ENSURE THAT SEDIMENT DOES NOT MOVE OFF INDIVIDUAL LOTS, SEDIMENT/EROSION CONTROL BMPs SHALL BE INSTALLED AND MAINTAINED AT ONE OR MORE OF THE FOLLOWING LOCATIONS UNTIL THE LOTS ARE LANDSCAPED.
 - BELOW ALL GUTTER DOWNSPOUTS.
 - OUT TO DRAINAGE SWALES.
 - ALONG LOT PERIMETER.
 - OTHER LOCATIONS, IF NEEDED.
16. A VEHICLE TRACKING PAD SHALL BE INSTALLED WHEREVER IT IS NECESSARY FOR CONSTRUCTION EQUIPMENT INCLUDING BUT NOT LIMITED TO PERSONAL VEHICLES EXITING EXISTING UNPAVED AREAS ONTO ROADWAYS. NO EARTHEN MATERIALS, I.E., STONE, DIRT, ETC., SHALL BE PLACED IN THE CURB & GUTTER OR ROADWAY AS A RAMP TO ACCESS TEMPORARY STOCKPILES. CONSTRUCTION MATERIALS AND/OR BUILDING SITES
17. CONDITIONS IN THE FIELD MAY WARRANT EROSION CONTROL MEASURES IN ADDITION TO WHAT IS SHOWN ON THESE PLANS. THE CONTRACTOR SHALL IMPLEMENT WHATEVER MEASURES ARE DETERMINED NECESSARY, AS DIRECTED BY THE CITY OF ARVADA.

Print Date: 2/18/2021		00000	Sheet Revisions			CITY OF ARVADA	As Constructed		WEST 72ND AVE. IMPROVEMENTS: CONSTRUCTION PACKAGE NO. 1				Project No./Code	
Drawing File Name: 18061_CP1_DES_Gen Note03.dgn			Date:	Comments	Init.		No Revisions:		GENERAL NOTES					
Horiz. Scale: 1"1 Vert. Scale: As Noted							Revised:		Designer: JLV	Structure				
Unit Information			Unit Leader Initials						Detailer: SAD	Numbers				
MULLER ENGINEERING COMPANY									Sheet Subset: NOTES	Subset Sheets: 3 of 3			Sheet Number 5	

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Print Date: 2/18/2021		Sheet Revisions				WEST 72ND AVE, IMPROVEMENTS; CONSTRUCTION PACKAGE NO. 1				Project No./Code			
Drawing File Name: 18061_CPI_DES_SAQ01.dgn		Date:	Comments	Init.		SUMMARY OF APPROXIMATE QUANTITIES							
Horiz. Scale: 1:1	☐					No Revisions:							
Unit Information	☐					Revised:				Designer: JLV	Structure Numbers		
	☐					Detailer: SAD							
	☐				Vold:				Sheet Subset: SAQ	Subset Sheets	1 of 3	Sheet Number	6

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SUMMARY OF APPROXIMATE QUANTITIES

INDEX			CONTRACT ITEM NO.	CONTRACT ITEM	UNIT	ROADWAY										PROJECT TOTALS	
						PLAN	AS CONST.	PLAN	AS CONST.	PLAN	AS CONST.	PLAN	AS CONST.	PLAN	AS CONST.	TOTAL	AS CONST.
			212-00006	SEEDING (NATIVE)	ACRE	1.6										1.6	
			212-00032	SOIL CONDITIONING	ACRE	1.0										1.0	
			213-00003	MULCHING (WEED FREE)	ACRE	1.0										1.0	
			213-00061	MULCH TACKIFIER	LB	208										208	
			304-06000	AGGREGATE BASE COURSE (CLASS 6)	TON	777										777	
			403-00720	HOT MIX ASPHALT (PATCHING) (ASPHALT)	TON	35										35	
			603-50004	4 INCH PLASTIC PIPE (SDR35)	LF	50										50	
			603-50008	8 INCH PLASTIC PIPE (SDR35)	LF	157										157	
			604-30010	MANHOLE SLAB BASE (10 FOOT)	EACH	2										2	
			607-11455	FENCE WOOD	LF	696										696	
			607-11525	FENCE (PLASTIC)	LF	361										361	
			607-11580	FENCE (TEMPORARY)	LF	1,385										1,385	
			619-XXXXX	ABANDON EXISTING WATER LINE IN PLACE	EACH	1										1	
			619-00001	WATER METER	EACH	2										2	
			619-00007	CONNECT TO EXISTING WATERLINE	EACH	2										2	
			619-10240	24 INCH WELDED STEEL PIPE	LF	210										210	
			619-50480	6 INCH PLASTIC PIPE (C900)	LF	31										31	
			619-50960	12 INCH PLASTIC PIPE (C900)	LF	1,536										1,536	
			619-71516	2 INCH AIR AND VACUUM VALVE	EACH	1										1	
			619-75048	6 INCH GATE VALVE	EACH	1										1	
			619-75096	12 INCH GATE VALVE	EACH	9										9	
			619-78048	6 INCH FIRE HYDRANT	EACH	3										3	
			620-00020	SANITARY FACILITY	EACH	1										1	
			625-00000	CONSTRUCTION SURVEYING	LS	1										1	
			626-00000	MOBILIZATION	LS	1										1	
			626-01000	PUBLIC INFORMATION SERVICES	LS	1										1	
			630-00000	FLAGGING	HOURL	200										200	
			630-00007	TRAFFIC CONTROL INSPECTION	DAY	24										24	
			630-00012	TRAFFIC CONTROL MANAGEMENT	DAY	10										10	
			630-80330	BARRICADE (TYPE 3) (TEMPORARY)	EA	4										4	

Print Date:	2/18/2021
Drawing File Name:	18061_CPI1_DES_SAO02.dgn
Horiz. Scale:	1:1
Unit Information	Unit Leader Initials



Sheet Revisions		
Date:	Comments	Init.



As Constructed	WEST 72ND AVE, IMPROVEMENTS; CONSTRUCTION PACKAGE NO. 1			Project No./Code
No Revisions:	SUMMARY OF APPROXIMATE QUANTITIES			
Revised:	Designer:	JLV	Structure Numbers	
Void:	Detailer:	SAD		
	Sheet Subset:	SAQ	Subset Sheets	2 of 3
				Sheet Number 7

SUMMARY OF APPROXIMATE QUANTITIES

INDEX			CONTRACT ITEM NO.	CONTRACT ITEM	UNIT	ROADWAY										PROJECT TOTALS	
BOOK	PAGE	SHEET				PLAN	AS CONST.	PLAN	AS CONST.	PLAN	AS CONST.	PLAN	AS CONST.	PLAN	AS CONST.	TOTAL	AS CONST.
			630-80341	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE A)	EA	20										20	
			630-80342	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE B)	EA	24										24	
			630-80355	PORTABLE MESSAGE SIGN PANEL	EA	3										3	
			630-80360	DRUM CHANNELIZING DEVICE	EA	20										20	
			630-80364	DRUM CHANNELIZING DEVICE (WITH LIGHT) (STEADY BURN)	EA	6										6	
			700-70010	F/A MINOR CONTRACT REVISIONS	FA	1										1	
			700-XXXXX	F/A RAILROAD DIRECTED ADDITIONAL COSTS	FA	1										1	
			700-XXXXX	F/A TREATMENT OF CONTAMINATED DEWATERING	FA	1										1	

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Print Date: 2/19/2021				Sheet Revisions				As Constructed		WEST 72ND AVE, IMPROVEMENTS; CONSTRUCTION PACKAGE NO. 1				Project No./Code	
Drawing File Name: 18061_CPI_DES_SAQ03.dgn				Date:	Comments	Init.		No Revisions:		SUMMARY OF APPROXIMATE QUANTITIES					
Horiz. Scale: 1:1 Vert. Scale: As Noted								Revised:		Designer: JLV Structure Numbers					
Unit Information Unit Leader Initials								Vold:		Detailer: SAD					
							Sheet Subset: SAQ		Subset Sheets		3 of 3		Sheet Number 8		

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1. REMOVAL OF STRUCTURE IS LOCATED AT STA. 529+29.41, 58' LT. THE ENTIRE STRUCTURE SHALL BE REMOVED.
2. REMOVAL OF WALL IS FROM STA. 554+43, 54' LT. TO STA. 554+43, 75' LT. THE REST OF THE EXISTING WALL SHALL REMAIN IN PLACE.

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NOTES:

1. SEE UTILITY PLANS FOR HMA (PATCHING) AREAS.
2. AGGREGATE BASE COURSE (CLASS 6) SHALL HAVE A THICKNESS OF 6 INCHES.
3. HOT MIX ASPHALT (PATCHING) (ASPHALT) SHALL HAVE A MINIMUM THICKNESS OF 6 INCHES.

STATION	SIDE	REMOVAL OF CURB	COMMENTS
		LF	
552+95 TO 553+11	100' LT	58	
552+95 TO 553+26	26' LT	88	
PROJECT TOTALS		146	



CITY OF
ARVADA

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CITY OF
ARVADA

Print Date: 11/6/2020		00000	Sheet Revisions			CITY OF ARVADA	As Constructed		WEST 72ND AVE. IMPROVEMENTS: CONSTRUCTION PACKAGE NO. 1				Project No./Code	
Drawing File Name: 18061_CPI_DES_TabFencing.dgn			Date:	Comments	Init.		No Revisions:		TABULATION OF FENCING					
Horiz. Scale: 1:1 Vert. Scale: As Noted							Revised:		Designer:	JLV	Structure Numbers			
Unit Information Unit Leader Initials							Void:		Detailer:	SAD				
MULLER ENGINEERING COMPANY							Sheet Subset: TAB		Subset Sheets:		1 of 1		Sheet Number	10

STATION	SIDE	EMBANKMENT MATERIAL (COMPLETE IN PLACE)	COMMENTS
		CY	
534+08	RT	6	SEE NOTE 1
536+56	RT	12	SEE NOTE 1
538+60	RT	12	SEE NOTE 1
540+09	RT	9	SEE NOTE 1
541+92	RT	12	SEE NOTE 1
543+26	RT	9	SEE NOTE 1
544+94	RT	9	SEE NOTE 1
546+64	RT	9	SEE NOTE 1
548+27	RT	6	SEE NOTE 1
549+89	RT	9	SEE NOTE 1
551+56	RT	6	SEE NOTE 1
552+15	RT	12	SEE NOTE 1
PROJECT TOTALS		111	

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Print Date: 11/11/2020		0000	Sheet Revisions			CITY OF ARVADA	As Constructed		WEST 72ND AVE. IMPROVEMENTS: CONSTRUCTION PACKAGE NO. 1 TABULATION OF MISCELLANEOUS UTILITY ITEMS				Project No./Code	
Drawing File Name: 18061_CPI_DES_TabFiber.dgn			Date:	Comments	Init.		No Revisions:							
Horiz. Scale: 1:1							Revised:		Designer:	JLV	Structure			
Unit Information							Void:		Detailer:	SAD	Numbers			
Unit Leader Initials									Sheet Subset:	TAB	Subset Sheets:	1 of 1		Sheet Number 11
MULLER ENGINEERING COMPANY														

Format

☐ 3D Design Modeling Electronic Files	_____
☒ Horizontal Control	<u>PLAN SHEETS</u>
☒ Vertical Control	<u>PLAN SHEETS</u>
☒ Roadway Alignment	<u>PLAN SHEETS</u>
☐ Original Terrain Data	_____
☐ Other:	_____

TYPE OF PROJECT

- SURVEY WORK TO BE PERFORMED BY OTHERS: _____

☐	A complete passing Base Line report (completed within 6 months prior to the start of the project)				
☐	An Instrument Calibration Certification (completed within 6 months prior to the start of the project)				
☐	Establish and Maintain Project Centerline or Engineer Approved Offset Line(s)				
☐	Verification and Maintenance of Horizontal and Vertical Control				
☐	Verify or Determine existing grades and alignments				
☐	Verify or Determine existing topography				
☐	Clearing and Grubbing Limits (Section 201)				
☐	Removal Limits (Section 202)				
☐	Reset Items (Section 210)				
☐	Excavation and Embankment (Section 203)				
		Slope Staying (Y/N)	Grid (Y/N)	Grade (Y/N)	Special Interval

- ☐ Embankment
☐ Site Grading
☐ Erosion Control (Perm)
☐ Other: _____
☐ As Staked Earthwork Quantities
 (See General Notes)

- ☐ Erosion Control (Section 208)
☐ Seeding (Temp)
☐ Silt Fence
☐ Erosion Bales
☐ Erosion Logs
☐ Riprap (Temp)
☐ Other: _____

- ☐ Roadway Bases
☐ Untreated Subgrade
☐ Treated Subgrade
☐ Aggregate Base Course (Section 304)
☐ Reconditioning
☐ PMBB - Plant Mx Bituminous Base
☐ Other: _____

- ☐ Rlrap (Perm) (Section 506)
- ☐ Slope and Ditch Paving (Section 507)
- ☒ Minor Structures
 - ☒ Structure Excavation Limits (Section 206)
 - ☐ Culverts (Section 603)
 - ☐ Culverts w/ Headwalls and Wingwalls (Section 601)
 - ☐ Concrete Box Culverts w/ Headwalls and Wingwalls
 - ☒ Pipes (Section 603)

- ☐ Manholes (Section 604)
☐ Inlets (Section 604)
☐ Permanent Water Quality BMP (Section 208)
☐ Other: _____

- ☐ Major Structures - Overhead Signs (Section 614), Concrete Box Culverts, Bridges -
and all other structures assigned a structure number
- ☐ Structure Excavation Limits (Section 206)
- ☐ Concrete Box Culverts (Section 603) w/ Headwalls and Wingwalls (Section 601)
- ☐ Piling locations and cut off elevations (Section 502)
- ☐ Caisson locations and elevations (Section 503)
- ☐ Footing locations, alignment, and elevations
- ☐ Abutment/Pier locations, alignment, and elevations
- ☐ Wingwall skew angles/offsets
- ☐ Structural concrete form locations
- ☐ Substructure As-constructed survey
- ☐ required for Bridges (Subsection 601.12) and Overhead signs (S-614-60)
- ☐ Bridge expansion joints, alignment and grade (longitudinal and transverse)
- ☐ Deck grades at Girders 10' or "n" in "n" point locations and elevations
- ☐ Slope and Ditch Paving (Section 507)
- ☐ Other:

- ☐ Fencing (Section 607)
☐ Temporary
☐ Permanent
☐ Sound Barrier
☐ Other: _____

- ☐ Delneators (Section 612)
☐ Temporary
☐ Permanent

- ☐ Lighting (Section 613) and Traffic Control Devices (Permanent) (Section 614)
☐ Signal pole locations and elevations
☐ Light pole locations and elevations
☐ Sign locations
☐ Field verify sign post locations, elevations, and lengths before fabrication.
☐ Other: _____

Pavements	Grid (Y/N)	Special Interval	Special Offset
	.	.	.
	.	.	.
	.	.	.
	.	.	.
	.	.	.

Curb & Gutter	Tangent Interval	Curve Interval	Special Offset
-	-	-	-

Stationing	Left Interval	Center Interval	Right Interval
	.	.	.

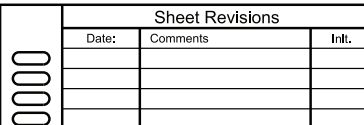
- ☐ Monumentation (Section 629)
☐ Control
☐ Right of Way
☐ Land corners, Aliquot corners
☐ Easements
☐ Reference the specified existing monuments: ** _____
☐ Replace the specified existing monuments: ** _____
☐ Locate monuments. It is estimated hours are required, _____

** A Tabulation of Survey Monuments may be provided on the plans.

1. Unless indicated otherwise on this Survey Tabulation Sheet, all survey work and staking intervals shall be done in accordance with the latest edition of the CDOT Survey Manual.
2. Adequate information for establishing lines, grades, and locations for all work items have been specified on the plans. Any additional information required to take the item or element shall be generated by the Contractor's surveyor.
3. The Contractor's surveyor shall prepare an estimate of the man-hours necessary to complete the work items indicated on this sheet. A copy of this sheet, with the estimated man-hours written on the blank line to the left of the specified items, shall be submitted with the Survey Schedule to the Engineer 3 days prior to the Presurvey Conference - Construction Survey.
4. Stakes and Monuments which are damaged or destroyed by the progress of construction shall be replaced by the Contractor at no additional cost to the Department.
5. The Contractor shall furnish an As Staked (or 3D Design Modeling Electronic Files) Earthwork Quantity report to the Engineer prior to the start of two-thirds (2/3) of the planned earthwork in any phase as per the CDOT Survey Manual. A printed copy of the As Staked (or 3D Design Modeling Electronic Files) Earthwork data report and a computer disk with that information on it, in the specified format shall be submitted to the Engineer. The Contractor shall field verify original ground cross sections at a maximum 500' feet intervals.
6. Prior to beginning work on any subsequent operation, such as placing base course or paving, the Contractor shall certify in writing to the Engineer that the final grade is within specified tolerance.
7. The Contractor's surveyor shall perform all field surveying and calculations necessary to tie plan grades into field grades.
8. The Contractor shall coordinate construction staking on the project with any utility work.
9. Fieldbooks shall contain daily records of points set and/or measurements observed. The information recorded shall contain: date, crew members' names, point no., description, staking information, and sketches. If the survey information is collected electronically, information recorded shall be provided to the Project Engineer in a hard copy format that is intuitive, clear and related to the supplemental information recorded in the field books. All linear surveys, such as slope stakes and blue tops, shall have the station and offset information related to the linear information. The field surveys shall include structures staking shall have sketches relating electronic information, such as point numbers, to the sketch.
10. The Contractor's surveyor shall submit the following Fieldbooks to the Engineer:

- ☒ Horizontal Control (Primary & Secondary)
☒ Vertical Control (i.e. Benchmarks)
☒ Property Pin Ties
☒ Horizontal Alignment
☒ Grading
☒ Slope Staking
☒ Minor Structures
☐ Major Structures
☐ One fieldbook for each work category shown on this sheet
☐ Other Fieldbook(s): _____
11. The Contractor's surveyor shall submit the following (prior to surveying on the project) to the Engineer:
☐ All required Instrument Calibrations

Print Date: 11/5/2020	
Drawing File Name: 18061_CP1_DES_SurvTab.dgn	
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Unit Information	Unit Leader Initials

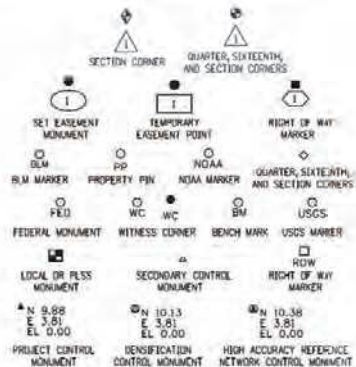


As Constructed	WEST 72ND AVE. IMPROVEMENTS: CONSTRUCTION PACKAGE NO. 1			Project No./Code
No Revisions:	SURVEY TABULATION SHEET			
Revised:	Designer: JLV	Structure		
	Detailer: SAD	Numbers		
Void:	Sheet Subset: SURV TAB	Subset Sheets:	1 of 1	Sheet Number 12

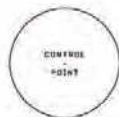
PROJECT CONTROL DIAGRAM

W. 72nd Avenue - Swadley Ct. to Kipling St.
 South 1/2 of Sections 32 & 33 - Township 2 South, Range 69 West of the 6th P.M.
 and the North 1/2 of Sections 4 & 5 - Township 3 South, Range 69 West of the 6th P.M.
 City of Arvada, County of Jefferson, State of Colorado

SHEET NO.	INDEX OF SHEETS
3.01	(1) Title Sheet
3.02	(1) Coordinate Tables
3.03-3.05	(3) Plan Sheet
	(5) Total Sheets



Note: For a complete listing of symbolology used within this set of plans, please refer to the M-100-1 Standard Symbols of the Colorado Department of Transportation M&S Standards Publication. Existing features are shown as screened weight (gray scale). Proposed or new features are shown as full weight without screening.

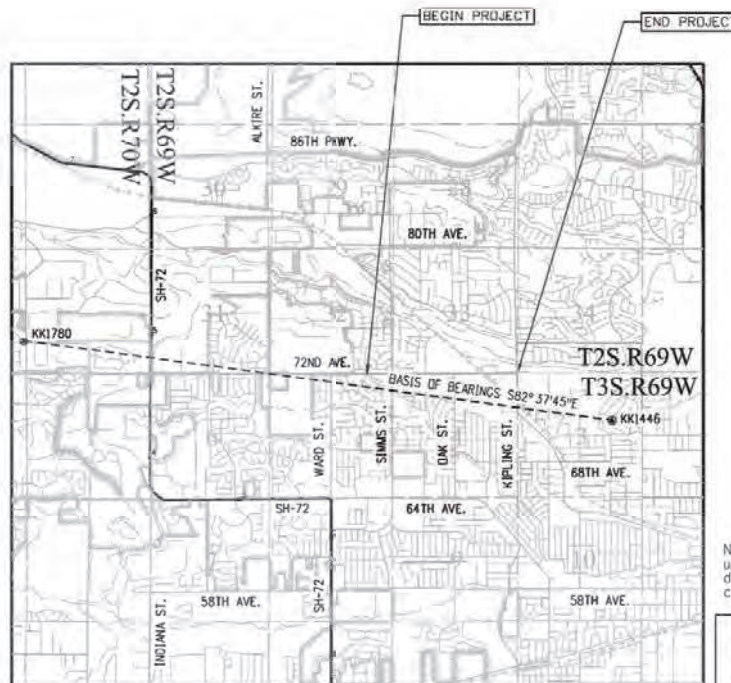


Typical Control Monument Cap
 Not to Scale

▲ Project Control Point Monuments set by Harris Kocher Smith. Monuments are a 1 1/2" green plastic cap, stamped "CONTROL POINT" (as shown) on a 18"x3/8" rebar.

General Notes:

1. This Project Control Diagram is not a boundary survey of the adjoining property and is prepared for the project purposes only.
2. This plan set is subject to change and may not be the most current set. It is the user's responsibility to verify with the City of Arvada that this set is the most current. The information contained on the attached drawing is not valid unless this copy bears an original signature of the Professional Land Surveyor hereon named.



PROJECT LOCATION MAP

0 0.5mi 1mi 2mi
 Linear Units = U.S. Survey Feet

Basis of Bearings: Bearings are grid bearings of the Colorado State Plane Coordinate System of 1983 (1992), Central Zone (0502). The line between NGS point "27 RESET" (PID KK1780) and NGS point "DOVER" (PID KK1446), both points are standard NGS disks (3.5" Brass) marked appropriately for their position, bears S82°37'45"E, a distance of 25,254.14 feet with all bearings referenced herein relative thereto.

Basis of Elevations: Project elevations are based on NGS Bench Mark "DOVER", PID: KK1446, a standard bench mark disk set on top of a concrete monument, with a NAVD 88 elevation of 5641.01ft. KK1446 is a First order, class II vertical benchmark.

COORDINATE DATUM: Project coordinates are modified Colorado State Plane Central Zone NAD '83/(2011) coordinates. The combined elevation/scale factor used to modify the coordinates from state plane to project coordinates is 1.0002483200. The CHARN is based on the NAD '83/(2011) datum.

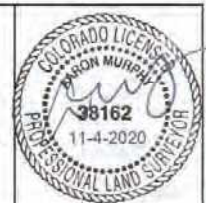
Project Coordinates Northing US Survey Feet = (State Plane Coordinate Northing * 1.0002483200)
 Project Coordinates Easting US Survey Feet = (State Plane Coordinate Easting * 1.0002483200)

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

SURVEYOR STATEMENT (PROJECT CONTROL DIAGRAM)

I, Aaron Murphy, a professional land surveyor licensed in the State of Colorado, do hereby state that the Colorado Department of Transportation this Project Control Diagram was prepared and the field survey it represents was performed under my responsible charge and, based upon my knowledge, information and belief is in accordance with applicable standards of practice defined by Colorado Department of Transportation publication. This statement is not a warranty or warranty, either expressed or implied.

PLS No. 38162



Print Date: 11/4/2020

Drawing File Name: 180615SURV_PCD-Title.dgn

Horiz. Scale: N/A

Vert. Scale: N/A



Sheet Revisions		
Date:	Comments:	Init.



As Constructed		W. 72ND AVENUE - SWADLEY CT. TO KIPLING ST.	
No Revisions:		PROJECT CONTROL DIAGRAM	
Revised:	Designer: DJH	Structure Numbers:	Sheet Number
Void:	Detailer: DJH	Subset Sheets: 1 OF 5	13

PROJECT CONTROL DIAGRAM

W. 72nd Avenue - Swadley Ct. to Kipling St.
 South 1/2 of Sections 32 & 33 - Township 2 South, Range 69 West of the 6th P.M.
 and the North 1/2 of Sections 4 & 5 - Township 3 South, Range 69 West of the 6th P.M.
 City of Arvada, County of Jefferson, State of Colorado

GEODETTIC COORDINATE TABLE						
Point No.	Geodetic Coordinates NAD-83(11) (CHARN)		Elev Height (NAVD88) (ft)	Ortho Height (ft)	NAD 83(11) Zone 5992	
	Latitude(N)	Longitude(W)			SP Northing(ft)	SP Easting(ft)
1	43°49'39.13077"	W105°06'35.73005"	5493.61	5548.06	1720517.27	3109059.34
900	43°49'37.02454"	W105°07'03.09740"	5388.97	5443.07	1720439.94	3109352.05
501	43°49'37.57394"	W105°07'57.26033"	5300.07	5444.05	1720393.85	3109319.56
002	43°49'37.25509"	W105°07'45.05005"	5385.44	5439.40	1720314.05	3104050.54
003	43°49'37.68073"	W105°07'43.16019"	5308.35	5443.41	1720410.46	3104259.43
886	43°49'37.84945"	W105°07'31.97642"	5487.22	5481.36	1720399.10	3106172.79
897	43°49'37.88354"	W105°07'27.87288"	5424.81	5478.06	1720402.00	3106518.29
209	43°49'38.64757"	W105°06'36.00748"	5452.10	5545.55	1720416.32	3109539.03
810	43°49'37.44529"	W105°06'44.06912"	5482.55	5536.95	1720373.94	3100910.59
812	43°49'37.57948"	W105°06'52.84230"	5479.68	5534.84	1720384.38	3106028.05
813	43°49'38.03883"	W105°07'01.22039"	5470.98	5524.88	1720408.12	3107671.58
826	43°49'38.01389"	W105°06'56.43095"	5481.54	5535.87	1720417.60	3106023.20
826	43°49'37.54055"	W105°07'08.92193"	5465.43	5519.60	1720415.00	3106071.37
827	43°49'37.88773"	W105°07'16.76188"	5450.88	5505.80	1720406.38	3106442.43
833	43°49'37.61996"	W105°07'04.04421"	5487.87	5521.35	1720374.89	3107352.11
900	43°49'38.05337"	W105°07'42.04331"	5391.85	5445.72	1720416.57	3104387.21
903	43°49'38.26941"	W105°07'42.25032"	5393.17	5447.34	1720418.36	3104370.27
904	43°49'38.70598"	W105°07'41.92790"	5387.08	5441.75	1720790.25	3104386.77
980	43°49'37.83373"	W105°07'38.97147"	5384.21	5445.29	1720314.37	3106467.35
986	43°49'37.05103"	W105°07'38.43224"	5305.86	5440.94	1720311.33	3106468.38
997	43°49'37.27513"	W105°07'33.19395"	5402.26	5456.36	1720310.65	3105077.96
998	43°49'37.29486"	W105°07'31.22981"	5404.66	5458.79	1720313.26	3105023.19
1826	43°49'37.90451"	W105°07'08.94718"	5411.18	5465.43	1720412.20	3106989.42
1849	43°49'37.68539"	W105°07'54.11539"	5288.06	5442.05	1720375.60	3109345.51

PROJECT COORDINATE TABLE				
Point No.	Project Coordinates		Elev(ft) (NAVD88)	Description
	Northing(ft)	Eastng(ft)		
1	1720976.01	3110322.01	5548.06	SITE BR, CHISELED "+" IN BOX
900	1720829.74	3104296.82	5443.07	SET NO. 5 REBAR W/PINK PLASTIC CAP, STAMPED "CONTROL POINT"
501	1720822.28	3103962.15	5444.05	SET NO. 5 REBAR W/PINK PLASTIC CAP, STAMPED "CONTROL POINT"
002	1720763.34	3104360.65	5439.40	SET NO. 5 REBAR W/PINK PLASTIC CAP, STAMPED "CONTROL POINT"
003	1720339.16	3105070.34	5443.41	SET NO. 5 REBAR W/PINK PLASTIC CAP, STAMPED "CONTROL POINT"
886	1720327.88	3106943.87	5481.36	SET CUT "X"
897	1720830.70	3108287.48	5478.06	SET CUT "X"
209	1720927.05	3110311.19	5545.55	SET NO. 5 REBAR W/PINK PLASTIC CAP, STAMPED "CONTROL POINT"
810	1720902.64	3109562.59	5536.95	SET NO. 5 REBAR W/PINK PLASTIC CAP, STAMPED "CONTROL POINT"
812	1720812.99	3108987.89	5534.84	SET MAG NAIL W/1.5" HKS ALUMINUM TAG
813	1720806.83	3108343.17	5524.88	SET NO. 5 REBAR W/PINK PLASTIC CAP, STAMPED "CONTROL POINT"
826	1720856.30	3108794.08	5535.87	SET CUT "X"
826	1720844.80	3107742.60	5519.60	SET CUT "X"
827	1720837.00	3107213.82	5505.80	SET MAG NAIL W/1.5" HKS ALUMINUM TAG
833	1720885.58	3109123.73	5521.35	SET NO. 5 REBAR W/PINK PLASTIC CAP, STAMPED "CONTROL POINT"
900	1720845.27	3105158.10	5445.72	SET NO. 5 REBAR W/GREEN PLASTIC CAP, STAMPED "CONTROL POINT"
903	1720867.07	3105141.15	5447.34	SET CUT "X"
904	1720790.25	3105167.60	5441.75	SET CUT "X"
980	1720743.85	3105085.24	5445.29	SET CUT "X"
986	1720748.01	3105440.34	5440.94	SET CUT "X"
997	1720769.34	3105840.01	5456.36	SET MAG NAIL
998	1720771.97	3105900.29	5458.79	SET MAG NAIL
1826	1720840.90	3107740.94	5465.43	SET CUT "X"
1849	1720804.29	3104216.16	5442.05	SET MAG NAIL

Print Date: 11/4/2020

Drawing File Name: 18061SURV_PCD-Coord.dgn

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Ver L. Scale: N/A



Sheet Revisions

Date:	Comments:	Init.

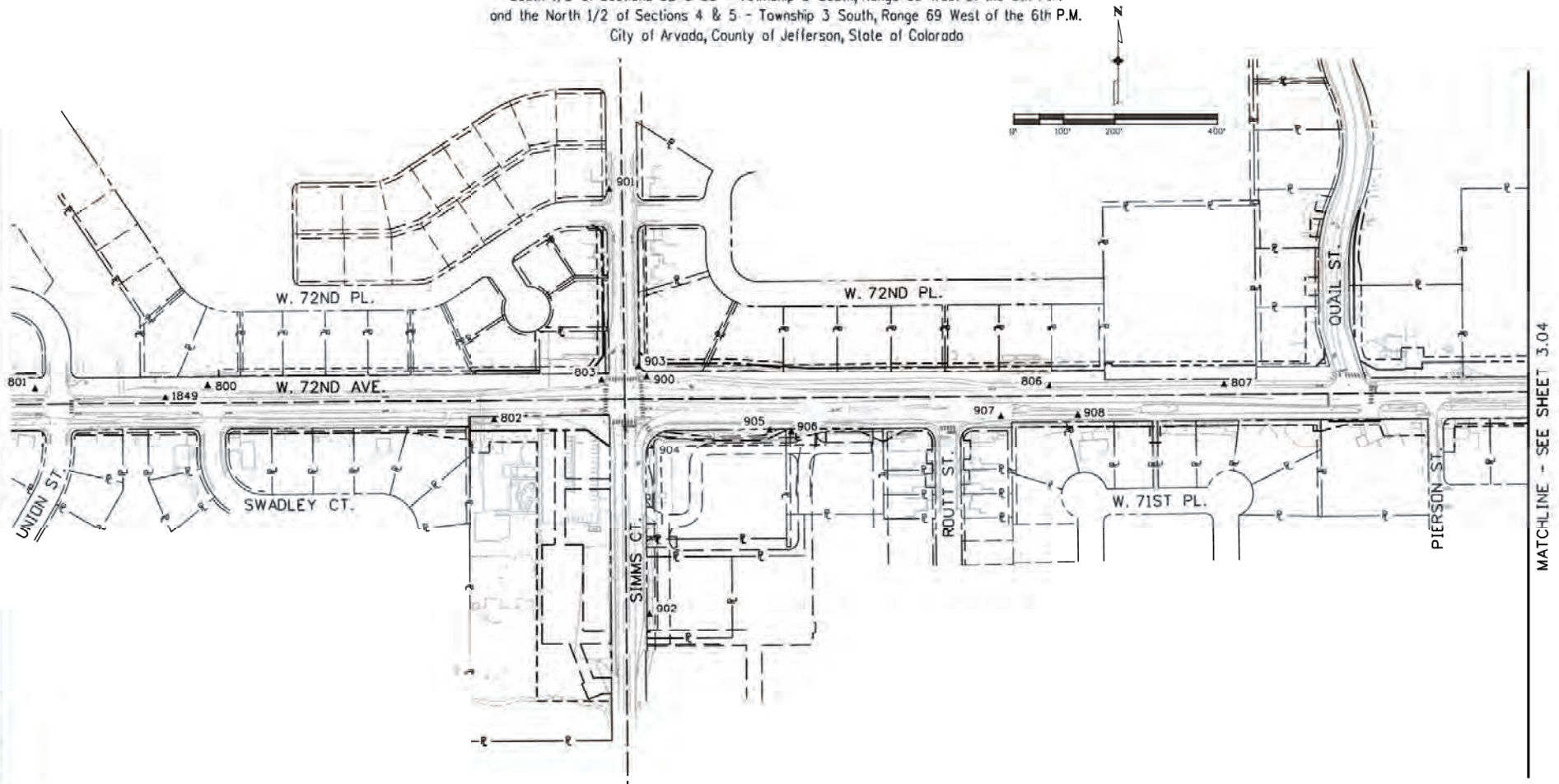


As Constructed

W. 72ND AVENUE - SWADLEY CT. TO KIPLING ST. PROJECT CONTROL DIAGRAM			
No Revisions:			
Revised:	Designer: DJH	Structure:	Sheet Number:
Void:	Detailer: DJH	Numbers:	
	Sheet Subject: SURVEY	Subset Sheets: 2 OF 5	14

PROJECT CONTROL DIAGRAM

W. 72nd Avenue - Swadley Ct. to Kipling St.
 South 1/2 of Sections 32 & 33 - Township 2 South, Range 69 West of the 6th P.M.
 and the North 1/2 of Sections 4 & 5 - Township 3 South, Range 69 West of the 6th P.M.
 City of Arvada, County of Jefferson, State of Colorado



MATCHLINE - SEE SHEET 3.04

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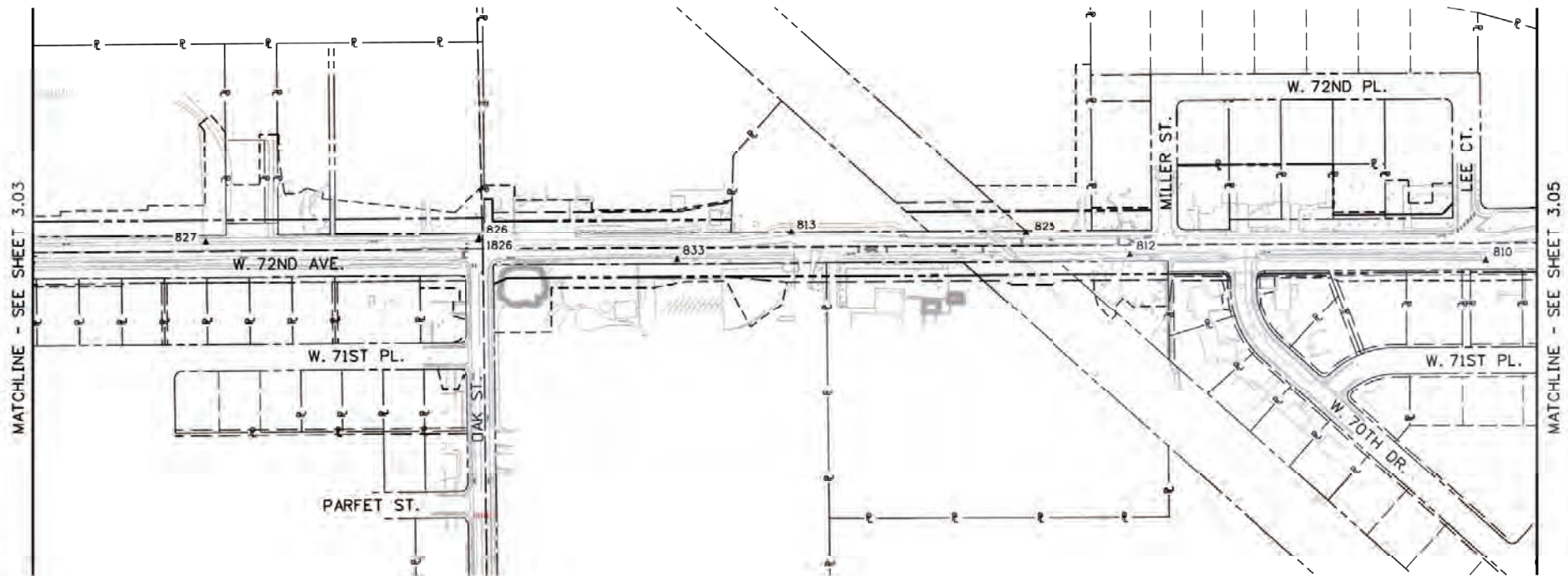
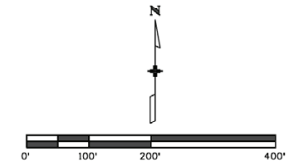
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No Revisions:			
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Void:		Detailer: DJH	
Sheet Subject: SURVEY		Subset Sheets: 3 OF 5	Sheet Number: 15

PROJECT CONTROL DIAGRAM

W. 72nd Avenue - Swadley Ct. to Kipling St.
 South 1/2 of Sections 32 & 33 - Township 2 South, Range 69 West of the 6th P.M.
 and the North 1/2 of Sections 4 & 5 - Township 3 South, Range 69 West of the 6th P.M.
 City of Arvada, County of Jefferson, State of Colorado



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As Constructed

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W. 72ND AVENUE - SWADLEY CT. TO KIPLING ST. PROJECT CONTROL DIAGRAM

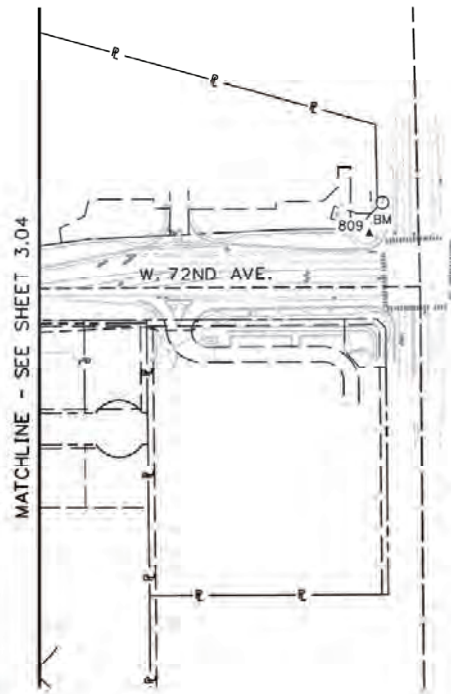
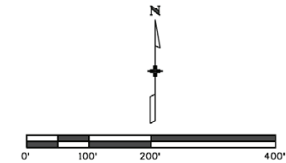
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Detailer:	DJH	Numbers	
Sheet Subgt:	SURVEY	Subset Sheets:	4 OF 5

Sheet Number

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PROJECT CONTROL DIAGRAM

W. 72nd Avenue - Swadley Ct. to Kipling St.
 South 1/2 of Sections 32 & 33 - Township 2 South, Range 69 West of the 6th P.M.
 and the North 1/2 of Sections 4 & 5 - Township 3 South, Range 69 West of the 6th P.M.
 City of Arvada, County of Jefferson, State of Colorado



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MULLER
 ENGINEERING COMPANY

HKS HARRIS
 KOCHER
 SMITH

Sheet Revisions		
Date:	Comments	Init.



As Constructed		W. 72ND AVENUE - SWADLEY CT. TO KIPLING ST. PROJECT CONTROL DIAGRAM		
No Revisions:				
Revised:	Designer: DJH	Structure	Sheet Number	
Void:	Detailer: DJH	Numbers		
Sheet Subject: SURVEY		Subset Sheets:	5 OF 5	17

OWNERSHIP MAP

W. 72nd Avenue - Swadley Ct. to Kipling St.
 South 1/2 of Sections 32 & 33 - Township 2 South, Range 69 West of the 6th P.M.
 and the North 1/2 of Sections 4 & 5 - Township 3 South, Range 69 West of the 6th P.M.
 County of Jefferson, State of Colorado

OWNERSHIP MAP					
PARCEL NO.	AIN/PARCEL ID	OWNER	PROPERTY ADDRESS	MAILING ADDRESS	REC NO.
9	29-324-03-023	SALKELD BOBBJO	11720 W 72ND PL, ARVADA, CO 80005	11720 W 72ND PL, ARVADA, CO 80005	2018085808
10	29-324-03-025	PALMER GRETCHEN S	11680 W 72ND PL, ARVADA, CO 80005	11680 W 72ND PL, ARVADA, CO 80005	F0260451
11	29-324-00-023	ENTERPRISE GRANGE 25	7203 SIMMS ST, ARVADA, CO 80005	7275 S LIMA ST, CENTENNIAL, CO 80112	BOOK 403 PG 81
12	29-324-03-026	REICHARD JAMES K	11670 W 72ND PL, ARVADA, CO 80005	11670 W 72ND PL, ARVADA, CO 80005	89006499
13	29-324-03-028	GENTRY GRETCHEN KEILI	11600 W 72ND PL, ARVADA, CO 80005	11600 W 72ND PL, ARVADA, CO 80005	F1835163
14	29-333-09-040	PURDY JAMES A JR	11590 W 72ND PL, ARVADA, CO 80005	11590 W 72ND PL, ARVADA, CO 80005	F0938350
15	29-333-09-041	PIERSON HAL A	11560 W 72ND PL, ARVADA, CO 80005	11560 W 72ND PL, ARVADA, CO 80005	78043878
16	29-333-09-042	MARKS BRITTANY & TIMOTHY	11530 W 72ND PL, ARVADA, CO 80005	11530 W 72ND PL, ARVADA, CO 80005	2016112234
17	29-333-09-043	TSURUMI SHINICHI & JANICE HUNT	11500 W 72ND PL, ARVADA, CO 80005	11500 W 72ND PL, ARVADA, CO 80005	80000635
18	29-333-09-044	BRUNER SUZANNE P	11470 W 72ND PL, ARVADA, CO 80005	11470 W 72ND PL, ARVADA, CO 80005	2019095195
19	29-333-09-045	BUMPAS JOYA J	11440 W 72ND PL, ARVADA, CO 80005	11440 W 72ND PL, ARVADA, CO 80005	2016060970
20	29-333-09-046	STONEROOK THOMAS D & LA DONNA J	11410 W 72ND PL, ARVADA, CO 80005	11410 W 72ND PL, ARVADA, CO 80005	2016034666
21	29-333-09-047	JON S AASEN TRUST & ROBIN MARKS AASEN TRUST	11380 W 72ND PL, ARVADA, CO 80005	11380 W 72ND PL, ARVADA, CO 80005	2006061290
22	29-333-09-048	BYRON BLAINE FLATELAND LIVING TRUST & JILL SUZANNE FLATELAND LIVING TRUST	11350 W 72ND PL, ARVADA, CO 80005	11350 W 72ND PL, ARVADA, CO 80005	F2011030
23	29-333-00-006	7212 QUEEN LLC	7212 QUEEN ST, ARVADA, CO 80005	7303 ELLIS ST, ARVADA, CO 80005	2019069428
24	29-333-09-049	HARTBARGER THOMAS L & HAZEL V	7201 QUAIL ST, ARVADA, CO 80005	7201 QUAIL ST, ARVADA, CO 80005	BOOK 2695 PG 551
25	29-333-09-050	WOODSON WILBUR F JR & PHYLLIS I	7221 QUAIL ST, ARVADA, CO 80005	7221 QUAIL ST, ARVADA, CO 80005	83002838
25A	29-333-09-051	VISSER PENNY S & RICHARD A	7241 QUAIL ST, ARVADA, CO 80005	7241 QUAIL ST, ARVADA, CO 80005	2014102566
26	29-333-00-007	JEFFERSON COUNTY SCHOOL DIST R1	7300 QUAIL ST, ARVADA, CO 80005	1829 DENVER WEST DR , GOLDEN, CO 80401	
27	29-333-00-008	MACKLIN DAVID M & RUTH S	11205 W 72ND AVE, ARVADA, CO 80005	11205 W 72ND AVE, ARVADA, CO 80005	BOOK 1898 PG 637
28	29-333-00-009	SUNRISE VILLAGE LLC	11301 W 72ND AVE, ARVADA, CO 80005	6143 S WILLIAMS DR STE 300, GREENWOOD VILLAGE, CO 80111	2020063748
29	29-333-00-010	KENFIELD GARY C & SHIRLEY J	VACANT LAND	11027 W 72ND AVE, ARVADA, CO 80005	79059693

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Sheet Revisions		
Date:	Comments	Init.



As Constructed	W. 72ND AVENUE - SWADLEY CT. TO KIPLING ST.			
No Revisions:	OWNERSHIP MAP			
Revised:	Designer: DJH	Structure		Sheet Number
	Detailer: DJH	Numbers		
Void:	Sheet Subset: OWNERSHIP	Subset Sheets:	1 OF 9	
				18

OWNERSHIP MAP

W. 72nd Avenue - Swadley Ct. to Kipling St.

South 1/2 of Sections 32 & 33 - Township 2 South, Range 69 West of the 6th P.M.
and the North 1/2 of Sections 4 & 5 - Township 3 South, Range 69 West of the 6th P.M.
County of Jefferson, State of Colorado

OWNERSHIP MAP					
PARCEL NO.	AIN/PARCEL ID	OWNER	PROPERTY ADDRESS	MAILING ADDRESS	REC. NO.
30	29-333-00-011	KENFIELD GARY C & SHIRLEY J	11027 W 72ND AVE, ARVADA, CO 80005	11027 W 72ND AVE, ARVADA, CO 80005	79059692
31	29-333-00-012	HILL JAMES THOMAS & MALIS RACHEL ALESSANDRA	11021 W 72ND AVE, ARVADA, CO 80005	11021 W 72ND AVE, ARVADA, CO 80005	2020037698
32	29-333-00-013	SUMMIT DEVELOPERS LLC	10815 W 72ND AVE, ARVADA, CO 80005	8761 W 20TH AVE, LAKEWOOD, CO 80005	2019105901
33	29-334-00-003	72ND AVENUE LLC	10795 W 72ND AVE, ARVADA, CO 80005	1950 W BELLERIVE LN 109, COEUR D'ALENE, ID 83814	2016032663
36	29-334-00-005	BAKER HARRY C & EDNA M	10585 W 72ND AVE, ARVADA, CO 80005	10585 W 72ND AVE, ARVADA, CO 80005	F0799310
37	29-334-00-006	BOYD CLAIR D	10405 W 72ND AVE, ARVADA, CO 80005	10405 W 72ND AVE, ARVADA, CO 80005	2015118071
38	29-334-14-006	CITY OF ARVADA	10355 W 72ND AVE, ARVADA, CO 80005	8101 RALSTON RD, ARVADA, CO	2019054755
39	29-334-14-005	CITY OF ARVADA	10325 W 72ND AVE, ARVADA, CO 80005	8101 RALSTON RD, ARVADA, CO	2019080141
40	29-334-14-009	MITCHELL DEBRA P & DAVID L	10255 W 72ND AVE, ARVADA, CO 80005	10255 W 72ND AVE, ARVADA CO 80005	F1760354
41	29-334-14-003	ROSS MARLENE A, ROSSON HERBERT W RUSSELL JAMES B & JOLENE A	10225 W 72ND AVE, ARVADA, CO 80005	10101 W 72ND AVE, ARVADA CO 80005	2016062702
42	29-334-14-002	RUSSELL JAMES B	10101 W 72ND AVE, ARVADA, CO 80005	10101 W 72ND AVE, ARVADA, CO 80005	2016062718
43	29-334-13-007	KIPLING ARVADA LLC	10125 W 72ND AVE, ARVADA, CO 80005	133 W DE LA GUERRA ST, SANTA BARBARA, CA 93101	2016100416
44	39-041-01-009	MACH I SILVERSTONE ARVADA OWNER LLC	7175 Kipling St, ARVADA, CO 80004	5404 WISCONSIN AVE 410, CHEVY CHASE, MD 20815	2014047202
45	39-041-01-001	YOUNG JACOB	10155 W 71ST PL, ARVADA, CO 80004	10155 W 71ST PL, ARVADA, CO 80004	2015020957
46	39-041-01-002	GENTLE HEARTS 1 LLC	10185 W 71ST PL, ARVADA, CO 80004	10185 W 71ST PL, ARVADA, CO 80004	2017038530
47	39-041-01-008	WILCZEWSKI JENNIFER	10215 W 71ST PL, ARVADA, CO 80004	10215 W 71ST PL, ARVADA, CO 80004	2015133525
48	39-041-01-003	CLARK MICHAEL E	VACANT LAND , ARVADA, CO 80004	100 JEFFERSON COUNTY PKWY 2520, GOLDEN, CO 80419	92003288
49	39-041-01-004	PUTNAM ROSS L	10245 W 71ST PL, ARVADA, CO 80004	10245 W 71ST PL, ARVADA, CO 80004	2011072481
50	39-041-01-005	HODGES P DOUG	10275 W 71ST PL, ARVADA, CO 80004	10275 W 71ST PL, ARVADA, CO 80004	2008060512
51	39-041-01-007	CARTER JOSEPH K & TOK S	10261 W 70TH DR, ARVADA, CO 80004	10261 W 70TH DR, ARVADA, CO 80004	2008109698
58	39-041-03-012	BOTOS JOHN J	10282 W 70TH DR, ARVADA, CO 80004	10282 W 70TH DR, ARVADA, CO 80004	2008097948
61	39-041-00-026	LINCOLN ACADEMY CHARTER SCHOOL BLDG CORP	10550 W 72ND AVE, ARVADA, CO 80005	6980 PIERCE ST, ARVADA, CO 80003	2013125159
62	39-041-00-003	LINCOLN ACADEMY CHARTER SCHOOL BLDG CORP	7180 OAK ST, ARVADA, CO 80004	6980 PIERCE ST, ARVADA, CO 80003	2013125159
65	39-042-01-001	ERICKSON RICHARD W & KARA A	10821 W 71ST PL, ARVADA, CO 80004	10821 W 71ST PL, ARVADA, CO 80004	2015055398
66	39-042-01-002	HANSEN NICHOLE	10841 W 71ST PL, ARVADA, CO 80004	10841 W 71ST PL, ARVADA, CO 80004	2015109574
67	39-042-01-003	MEZA MICHELLE & STANKIE SAM	10881 W 71ST PL, ARVADA, CO 80004	10881 W 71ST PL, ARVADA, CO 80004	2018116439

Print Date: 12/30/2020

Drawing File Name: 18061ROW_Ownership02.dgn

Horiz. Scale: 1:100

Vert. Scale: N/A



Sheet Revisions

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As Constructed

No Revisions:

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W. 72ND AVENUE - SWADLEY CT. TO KIPLING ST.
OWNERSHIP MAP

Designer:	DJH	Structure Numbers	
Detailer:	DJH		
Sheet Subset:	OWNERSHIP	Subset Sheets:	2 OF 9

Sheet Number

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OWNERSHIP MAP

W. 72nd Avenue - Swadley Ct. to Kipling St.

South 1/2 of Sections 32 & 33 - Township 2 South, Range 69 West of the 6th P.M.
and the North 1/2 of Sections 4 & 5 - Township 3 South, Range 69 West of the 6th P.M.
County of Jefferson, State of Colorado

OWNERSHIP MAP					
PARCEL NO.	AIN/PARCEL ID	OWNER	PROPERTY ADDRESS	MAILING ADDRESS	REC. NO.
68	39-042-01-004	GRIGGS JONATHAN P & SASHA AVEESHA	10931 W 71ST PL, ARVADA, CO 80004	10931 W 71ST PL, ARVADA, CO 80004	2017022031
69	39-042-01-005	RIVERA RODNEY J, HEIDI M & AARON J	10951 W 71ST PL, ARVADA, CO 80004	10951 W 71ST PL, ARVADA, CO 80004	2020045636
70	39-042-01-006	BOOKER MARK T & KIM S	10971 W 71ST PL, ARVADA, CO 80004	10971 W 71ST PL, ARVADA, CO 80004	F0582932
71	39-042-01-007	LEEZURE 14E VENTURES LLC	11021 W 71ST PL, ARVADA, CO 80004	12734 W GIRARD DR, MORRISON, CO 80465	2020020665
72	39-042-01-008	ROGERS JEFF & SHIRLEY	11041 W 71ST PL, ARVADA, CO 80004	11041 W 71ST PL, ARVADA, CO 80004	F1765756
73	39-042-01-009	JOHANNA PARSONS TIFFANY E & PARSONS LEVI EVERETT	11061 W 71ST PL, ARVADA, CO 80004	11061 W 71ST PL, ARVADA, CO 80004	2017124245
74	39-042-01-010	BARBARA L BURCAR TRUST	11081 W 71ST PL, ARVADA, CO 80004	11081 W 71ST PL, ARVADA, CO 80004	2013083624
75	39-042-01-011	SULLIVAN MARY & BLICKENSTAF BRADLEY M	7150 PIERSON CT, ARVADA, CO 80004	7150 PIERSON CT, ARVADA, CO 80004	2017091223
76	39-042-00-001	PINCUS KENNETH	11200 W 72ND AVE, ARVADA, CO 80005	11200 W 72ND AVE, ARVADA, CO 80005	2018065873
77	39-042-04-034	HAYDEN JAMES ROBERT MACK & LINDA JEAN	11321 W 71ST PL, ARVADA, CO 80004	11321 W 71ST PL, ARVADA, CO 80004	F1536290
78	39-042-04-035	SOURBEER LAWRENCE E & CAROL A	11331 W 71ST PL, ARVADA, CO 80004	11331 W 71ST PL, ARVADA, CO 80004	F1687673
79	39-042-04-036	BUERSMEYER JOSEPH M & IRENE R	11341 W 71ST PL, ARVADA, CO 80004	11341 W 71ST PL, ARVADA, CO 80004	BOOK 2609 PG 900
80	39-042-04-037	KUBIK LORI R & RICHARD	11351 W 71ST PL, ARVADA, CO 80004	11351 W 71ST PL, ARVADA, CO 80004	F1815934
81	39-042-04-038	TRUESDELL JANE K & TRUESDELL JANE K PERSONAL REP	11361 W 71ST PL, ARVADA, CO 80004	11361 W 71ST PL, ARVADA, CO 80004	2006053470
82	39-042-04-039	SMITH MARTIN D	11371 W 71ST PL, ARVADA, CO 80004	11371 W 71ST PL, ARVADA, CO 80004	F1535360
83	39-042-04-067	POWELL NATHAN A	7190 ROUTT ST, ARVADA, CO 80004	7190 ROUTT ST, ARVADA, CO 80004	2015113861
88	39-042-05-001	MCDANIEL DEAN & GLORY	7195 ROUTT ST, ARVADA, CO 80004	7195 ROUTT ST, ARVADA, CO 80004	2011037470
89	39-042-05-033	MAPLE LEAF CONDOMINIUM ASSOCIATION INC	VACANT LAND, CO	9555 S KINGSTON CT 200, ENGLEWOOD, CO 80112	2006048136
90	39-042-05-019	TWIN STAR ENERGY LLC	7190 SIMMS ST, ARVADA, CO 80004	7671 SHAFFER PKWY, LITTLETON, CO 80127	2013054269
91	39-042-05-034	MAPLE LEAF CONDOMINIUM ASSOCIATION INC	VACANT LAND, CO	9555 S KINGSTON CT 200, ENGLEWOOD, CO 80112	2006085461
93	39-051-00-001	FIRST UNITED CHURCH OF ARVADA	7195 SIMMS ST, ARVADA, CO 80004	7195 SIMMS ST, ARVADA, CO 80004	79026030
94	39-051-01-005	ARONOW KATHLEEN GRACE & BRIAN SCOTT	7122 SWADLEY CT, ARVADA, CO 80004	7122 SWADLEY CT, ARVADA, CO 80004	2017053106
95	39-051-01-004	ROSALES JORGE AND MARY E	7132 SWADLEY CT, ARVADA, CO 80004	7132 SWADLEY CT, ARVADA, CO 80004	86075693
96	39-051-01-003	BAKER KARALEE J	7142 SWADLEY CT, ARVADA, CO 80004	7142 SWADLEY CT, ARVADA, CO 80004	2011078133
97	39-051-01-002	LORBERAJ JEREMY	7152 SWADLEY CT, ARVADA, CO 80004	7152 SWADLEY CT, ARVADA, CO 80004	2009111865
98	39-051-01-001	HACK CHRISTINA & HENNINGSEN MATTHEW	7172 SWADLEY CT, ARVADA, CO 80004	7172 SWADLEY CT, ARVADA, CO 80004	2020027570

Print Date: 12/30/2020

Drawing File Name: 18061ROW_Ownership03.dgn

Horiz. Scale: 1:100

Vert. Scale: N/A



Sheet Revisions

Date:	Comments	Init.



As Constructed

No Revisions:

Revised:

Void:

W. 72ND AVENUE - SWADLEY CT. TO KIPLING ST.
OWNERSHIP MAP

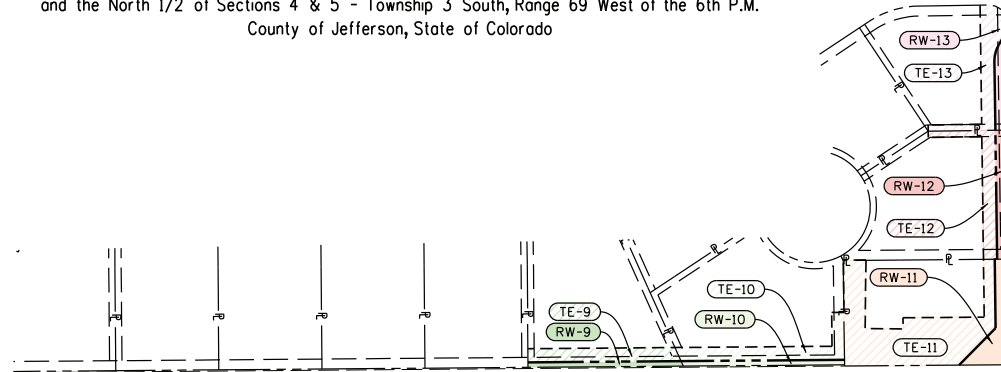
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Detailer:	DJH		
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Sheet Number

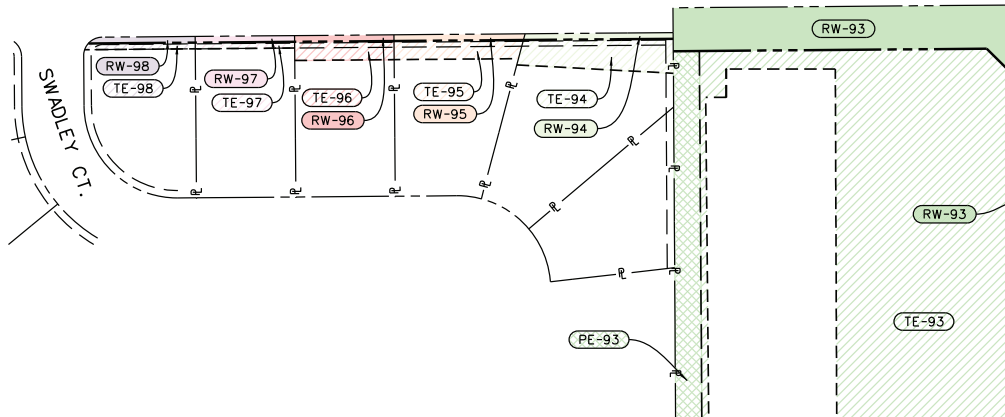
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OWNERSHIP MAP

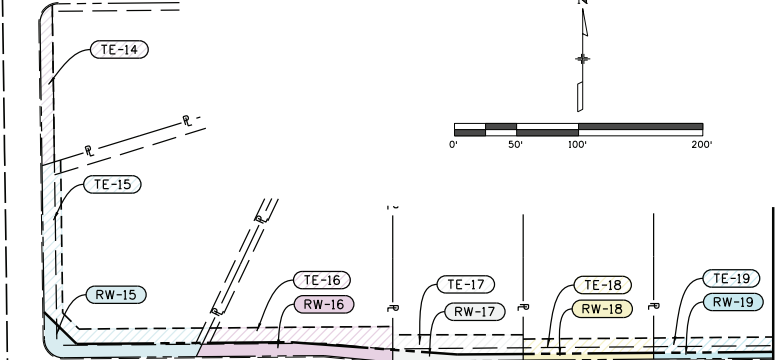
W. 72nd Avenue - Swadley Ct. to Kipling St.
 South 1/2 of Sections 32 & 33 - Township 2 South, Range 69 West of the 6th P.M.
 and the North 1/2 of Sections 4 & 5 - Township 3 South, Range 69 West of the 6th P.M.
 County of Jefferson, State of Colorado



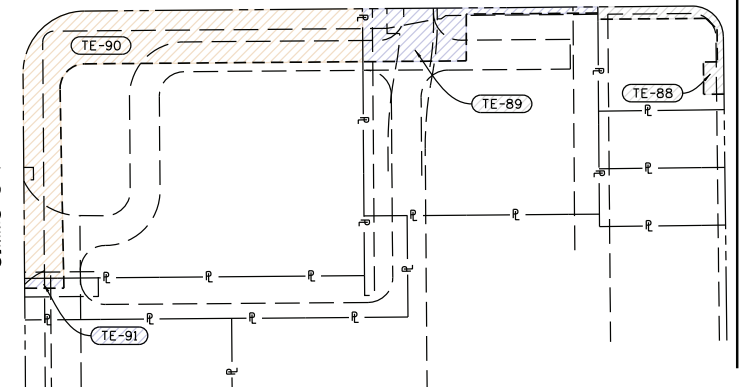
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MATCHLINE - SEE SHEET 8



SIMMS ST.



MATCHLINE - SEE SHEET 5

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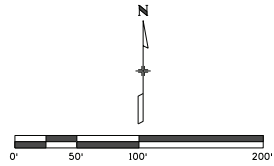
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HKS HARRIS KOCHER SMITH

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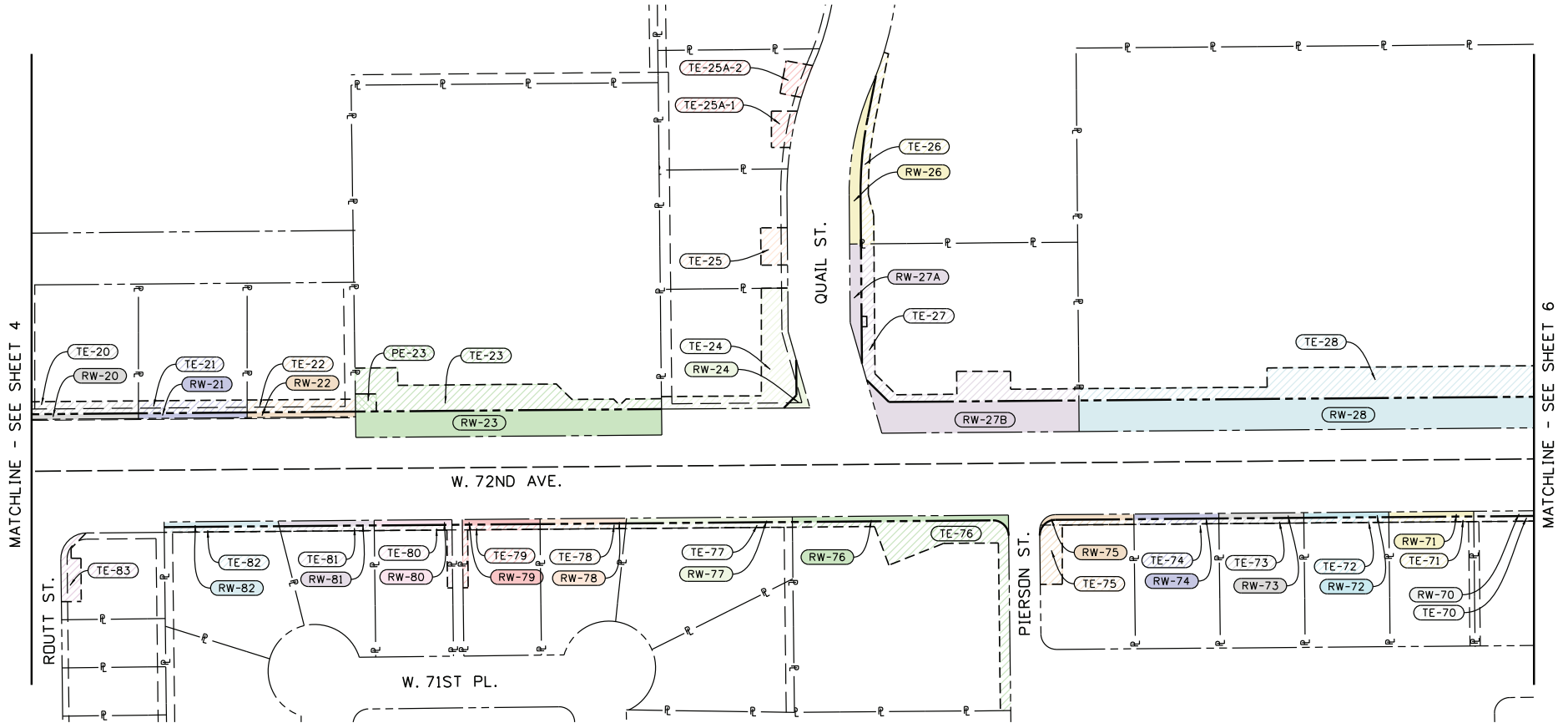


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OWNERSHIP MAP
W. 72nd Avenue - Swadley Ct. to Kipling St.
South 1/2 of Sections 32 & 33 - Township 2 South, Range 69 West of the 6th P.M.
and the North 1/2 of Sections 4 & 5 - Township 3 South, Range 69 West of the 6th P.M.
County of Jefferson, State of Colorado



Print Date: 12/30/2020

Drawing File Name: 1806\ROW_Ownership05.dgn

Horiz. Scale: 1:100

Vert. Scale: N/A

MULLER
ENGINEERING COMPANY

HKS HARRIS
KOCHER
SMITH

Sheet Revisions

Date:	Comments	Init.



CITY OF
ARVADA

As Constructed

No Revisions:

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**W. 72ND AVENUE - SWADLEY CT. TO KIPLING ST.
OWNERSHIP MAP**

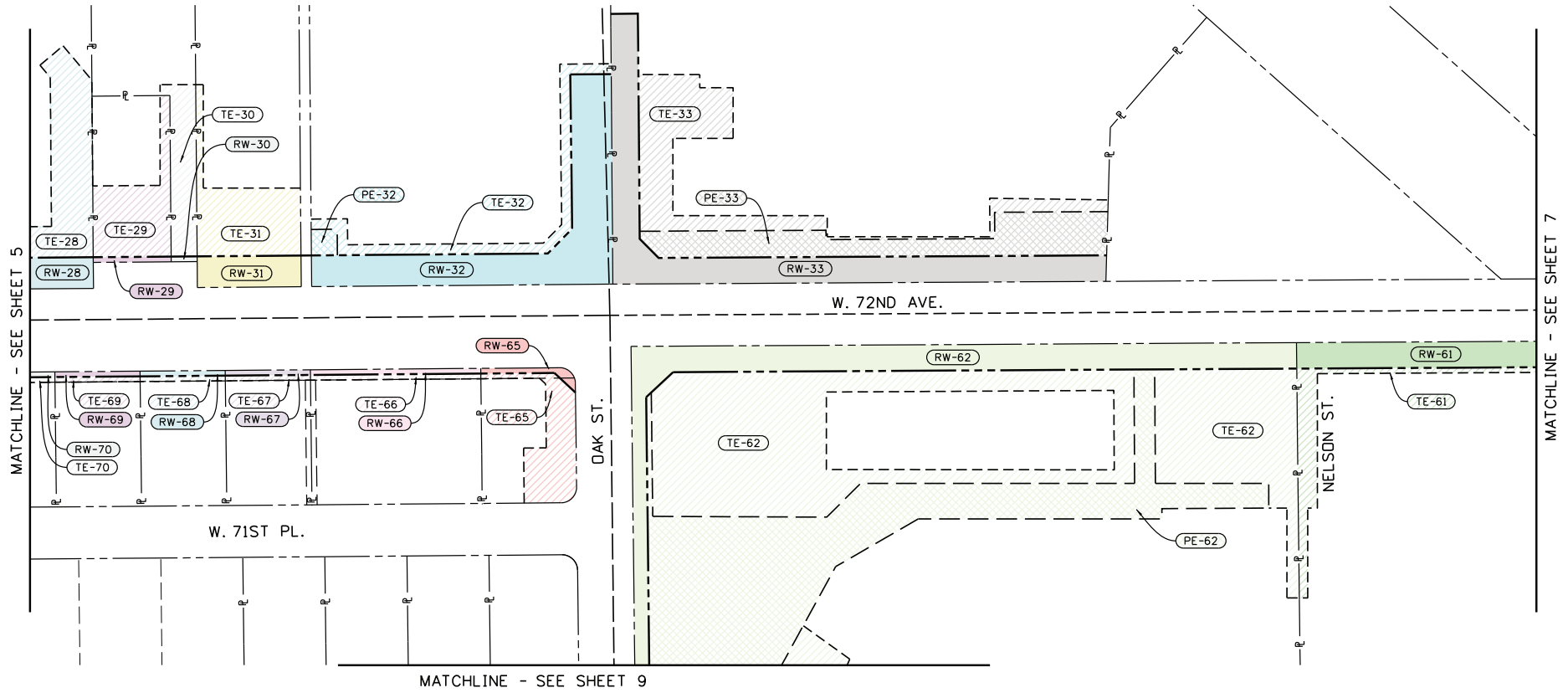
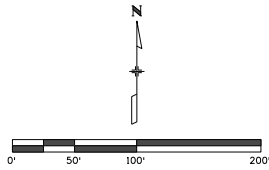
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Detailer:	DJH	Sheet Subset:	OWNERSHIP
Subset Sheets:	5	OF	9

Sheet Number

22

OWNERSHIP MAP

W. 72nd Avenue - Swadley Ct. to Kipling St.
 South 1/2 of Sections 32 & 33 - Township 2 South, Range 69 West of the 6th P.M.
 and the North 1/2 of Sections 4 & 5 - Township 3 South, Range 69 West of the 6th P.M.
 County of Jefferson, State of Colorado



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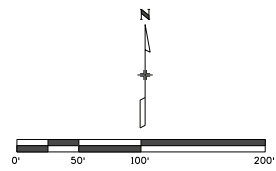
MULLER ENGINEERING COMPANY
HKS HARRIS KOCHER SMITH

Sheet Revisions		
Date:	Comments	Init.

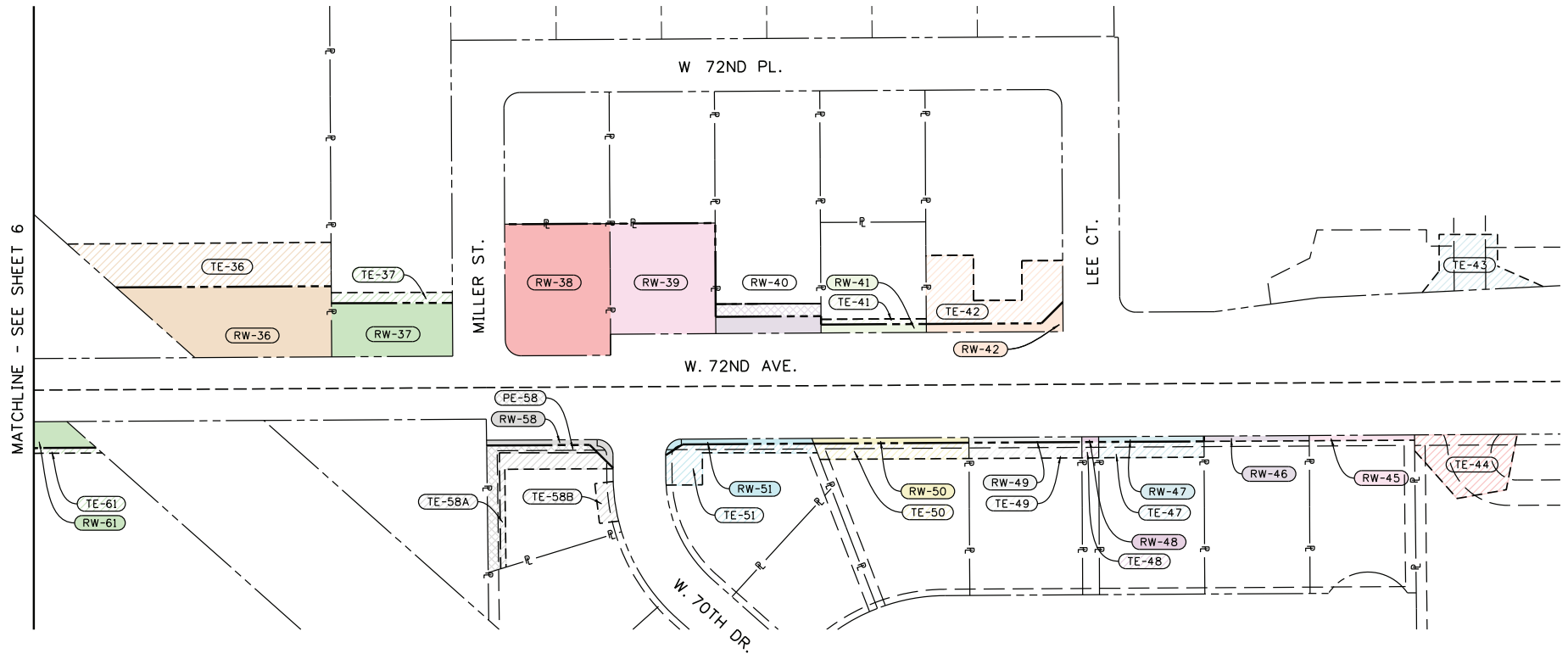


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Revised:		Detailer: DJH		
Void:		Sheet Subset: OWNERSHIP	Subset Sheets: 6 OF 9	

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OWNERSHIP MAP
W. 72nd Avenue - Swadley Ct. to Kipling St.
South 1/2 of Sections 32 & 33 - Township 2 South, Range 69 West of the 6th P.M.
and the North 1/2 of Sections 4 & 5 - Township 3 South, Range 69 West of the 6th P.M.
County of Jefferson, State of Colorado



Print Date: 12/30/2020
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MULLER ENGINEERING COMPANY
HKS HARRIS KOCHER SMITH

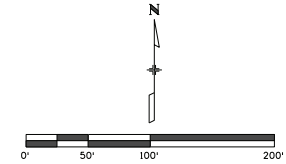
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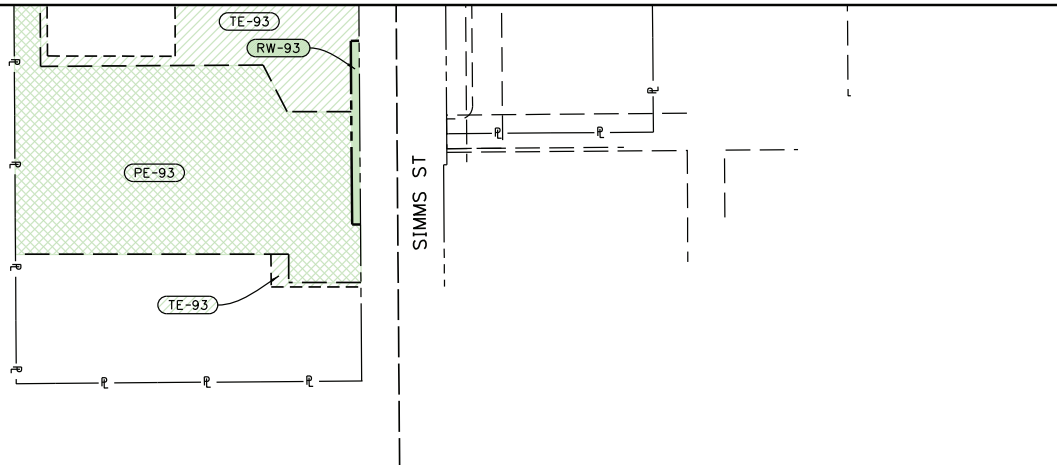
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OWNERSHIP MAP

W. 72nd Avenue - Swadley Ct. to Kipling St.
 South 1/2 of Sections 32 & 33 - Township 2 South, Range 69 West of the 6th P.M.
 and the North 1/2 of Sections 4 & 5 - Township 3 South, Range 69 West of the 6th P.M.
 County of Jefferson, State of Colorado



MATCHLINE - SEE SHEET 4



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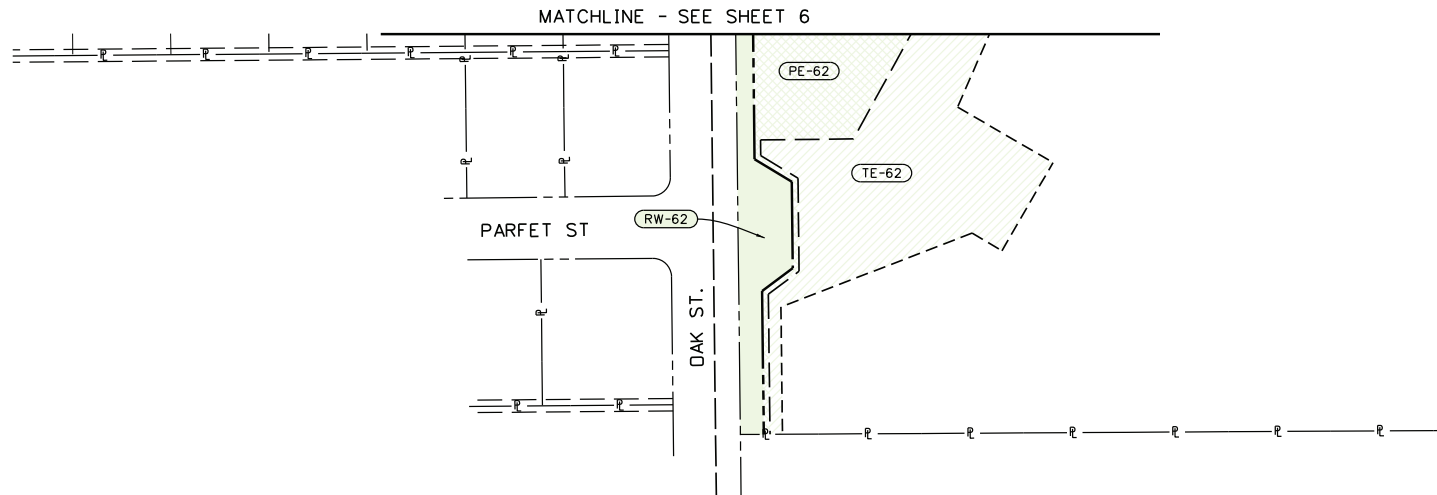
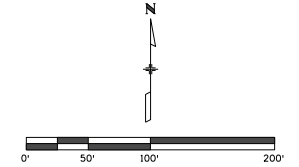
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Revised:		Detailer: DJH	
Void:		Sheet Subset: OWNERSHIP	Subset Sheets: 8 OF 9
			Sheet Number 25

OWNERSHIP MAP

W. 72nd Avenue - Swadley Ct. to Kipling St.
 South 1/2 of Sections 32 & 33 - Township 2 South, Range 69 West of the 6th P.M.
 and the North 1/2 of Sections 4 & 5 - Township 3 South, Range 69 West of the 6th P.M.
 County of Jefferson, State of Colorado



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Sheet Revisions		
Date:	Comments	Init.



As Constructed		W. 72ND AVENUE - SWADLEY CT. TO KIPLING ST. OWNERSHIP MAP		
No Revisions:		Designer: DJH	Structure Numbers	Sheet Number 26
Revised:		Detailer: DJH		
Void:		Sheet Subset: OWNERSHIP	Subset Sheets: 9 OF 9	



1. THE ITEM "REMOVE AND REPLACE FENCE" SHALL INCLUDE ALL WORK AND MATERIALS ASSOCIATED WITH THE REMOVAL OF EXISTING FENCE AT THE LOCATION SHOWN IN THE PLANS AND TABULATIONS. THIS ITEM SHALL ALSO INCLUDE THE REPLACEMENT OF THE FENCE AFTER THE UTILITY POLE HAS BEEN INSTALLED TO BRING THIS FENCE BACK TO ITS ORIGINAL CONDITION.
2. THE ITEM "FENCE (TEMPORARY) SHALL INCLUDE ALL WORK AND MATERIALS ASSOCIATED WITH INSTALLING AND MAINTAINING TEMPORARY FENCE AT THE LOCATION SHOWN IN THE PLANS AND TABULATIONS. SEE PROJECT SPECIAL FOR ADDITIONAL INFORMATION.



CITY OF
ARVADA

UTILITY CONTACTS

COMPANY	CONTACT	ADDRESS	TELEPHONE	EMAIL
CENTURYLINK	GARY CRISPE	2595 CANYON BLVD, SUITE 400, BOULDER, CO 80302	303-995-1456	GCRISPE@TERRATECHLLC.NET
CITY OF ARVADA (COA) STORM & SANITARY	STEVE WYANT	8101 RALSTON RD, ARVADA, CO 80002	720-898-7771	SWYANT@ARVADA.ORG
CITY OF ARVADA (COA) TRAFFIC/FIBER	PHIL NEAL	8101 RALSTON RD, ARVADA, CO 80002	720-898-7743	PNEAL@ARVADA.ORG
CITY OF ARVADA (COA) WATER	BEN SAWAYA	8101 RALSTON RD, ARVADA, CO 80002	720-898-7790	BSAWAYA@ARVADA.ORG
COMCAST	MIKE HOWARD	8490 UMATILLA ST, FEDERAL HEIGHTS, CO 80120	720-219-0642	MICHAEL_HOWARD2@COMCAST.COM
MCI VERIZON	LANE GRADY	10000 PARK MEADOWS DR, LONE TREE, CO 80124	303-827-9756	LANE.GRADY@VERIZON.COM
XCEL ENERGY	BUILDER'S CALL LINE	N/A	800-628-2121	BCLCO@XCELENERGY.COM
XCEL ENERGY	BRANCA SLOAN	555 ZANG ST, SUITE 250, LAKEWOOD, CO 80228	303-628-2276	BRANDA.L.SLOAN@XCELENERGY.COM
ZAYO	JAMES BLACK	1805 29TH ST. SUITE 2050, BOULDER, CO 803C1	719-216-8508	JAMESR.BLACK@ZAYO.COM

PROPOSED LEGEND

PROPOSED UTILITIES	PROPOSED SURFACE FEATURES
PROPOSED UG ELECTRIC PROPOSED OH ELECTRIC PROPOSED GAS PROPOSED TELEPHONE PROPOSED FIBER OPTIC PROPOSED WATER PROPOSED STORM PROPOSED SANITARY PROPOSED DITCH UTILITY TO BE REMOVED UTILITY ABANDONED IN PLACE	PROPOSED ELECTRIC TRANSFORMER PROPOSED ELECTRIC CABINET PROPOSED ELECTRIC POLE PROPOSED LIGHT PROPOSED COMMUNICATION VAULT PROPOSED COMMUNICATION MANHOLE PROPOSED SANITARY MANHOLE PROPOSED WATER VALVE PROPOSED FIRE HYDRANT PROPOSED WATER METER
PROPOSED REMOVALS, FENCING, AND PAVEMENT SURFACES	
REMOVAL OF TREE PROTECT EXISTING TREE REMOVAL OF CURB AND GUTTER REMOVAL OF FENCE REMOVAL AND REPLACEMENT OF FENCE FENCE (TEMPORARY) FENCE (PLASTIC)	REMOVAL OF WALL REMOVAL OF ASPHALT MAT REMOVAL OF CONCRETE PAVEMENT AGGREGATE BASE COURSE (CLASS 6) HOT MIX ASPHALT (PATCHING) (ASPHALT) FENCE WOOD

EXISTING UTILITY LEGEND

QUALITY LEVEL D	
EXISTING UG ELECTRIC	
EXISTING GAS	
EXISTING TELEPHONE	
EXISTING TELEVISION	
EXISTING UNSURVEYED WATER	
EXISTING UNCONFIRMED SANITARY	
EXISTING STORM	
EXISTING STORM CULVERT	
SURVEY/ABOVE GROUND FEATURES	
EXISTING COMMUNICATION VAULT	
EXISTING COMMUNICATION MH	
EXISTING COMMUNICATION BOX	
EXISTING TELEPHONE JUNCTION BOX	
EXISTING SANITARY MH	
EXISTING STORM MH	
EXISTING STORM INLET	
EXISTING STORM INLET	
EXISTING OUTLET	
EXISTING POLE	
EXISTING PULL BOX/PEDESTAL	
EXISTING ELECTRIC TRANSFORMER	
EXISTING HYDRANT	
EXISTING VALVE	
EXISTING WATER MH	
EXISTING STREET LIGHT	
EXISTING WATER METER	
EXISTING OH ELECTRIC	
EXISTING OH TELEPHONE	
EXISTING OH CABLE TV	
QUALITY LEVEL B	
EXISTING UG ELECTRIC	
EXISTING GAS	
EXISTING TELEPHONE	
EXISTING FIBER OPTIC	
EXISTING WATER	
QUALITY LEVEL A	
TEST HOLE	

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Print Date: 11/10/2020		00000	Sheet Revisions				As Constructed		W. 72ND AVE. IMPROVEMENTS CONSTRUCTION PACKAGE NO. 1 UTILITY PLAN W. 72ND AVENUE UTILITY CONTACTS, LEGEND			Project No./Code	
Drawing File Name: 18061_CP1_UT_COVER.dgn			Date:	Comments	Init.		No Revisions:						
Horiz. Scale: 1"=40' Vert. Scale: As Noted							Revised:		Designer: DB	Structure Numbers			
Unit Information			Unit Leader Initials				Void:		Detailer: ML				
									Sheet Subset: UTILITY NOTES		Subset Sheets: UGN01 of 03	Sheet Number 28	

1. UTILITIES ARE DEPICTED ON THESE PLANS IN ACCORDANCE WITH THEIR ACHIEVED "QUALITY LEVELS" AS DEFINED IN THE AMERICAN SOCIETY OF CIVIL ENGINEERS DOCUMENT ASCE 38, "STANDARD GUIDELINE FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA." LOCATION OF EXISTING UTILITIES IS DEPICTED ACCORDING TO THE BEST AVAILABLE INFORMATION AND REPRESENT CONDITIONS AT THE TIME OF DATA COLLECTION. THESE PLANS DO NOT RELIEVE THE CONTRACTOR FROM FOLLOWING ALL APPLICABLE UTILITY DAMAGE PREVENTION STATUTES AND PROCEDURES DURING EXCAVATION. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL VERIFY EXISTING UTILITIES WITH THE UTILITY NOTIFICATION CENTER OF COLORADO (UNCC) AND/OR UTILITY COMPANIES. ALL COSTS ASSOCIATED WITH FIELD VERIFICATION OF LOCATION AND DEPTHS OF UTILITIES FOR DAMAGE PREVENTION SHALL BE BORNE BY THE CONTRACTOR AND SHALL BE COMPLETED PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES.

3. NOT ALL SERVICE LINES ARE SHOWN ON THE DRAWINGS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO RECONNECT ALL EXISTING SERVICES FOR RELOCATED WATER AND SANITARY LINES. THE CONTRACTOR SHALL COORDINATE WITH RESPECTIVE UTILITY OWNER OR AGENCY ON THEIR SERVICE LINES.

5. IT IS SUGGESTED THAT THE CONTRACTOR INITIATE A REQUEST TO PUBLIC SERVICE COMPANY OF COLORADO (D/B/A) XCEL ENERGY FOR ANY CONSTRUCTION RELATED ELECTRICAL POWER SOURCES AS SOON AS POSSIBLE. THE REQUEST IS TO BE PROCESSED THROUGH XCEL ENERGY'S BUILDER'S CALL LINE AT 1-800-628-2121.

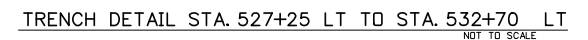
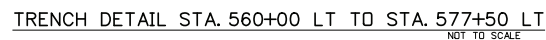
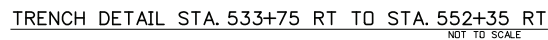
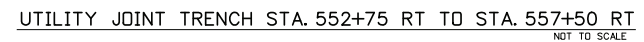
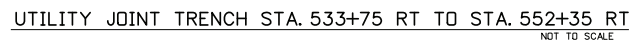
6. QUALITY LEVELS DEPICTED ON THESE PLANS ARE BASED IN PART ON THE QLB SUE INVESTIGATION CONDUCTED IN FEBRUARY 2019 BY HARRIS KOCHER SMITH. REFER TO THE SUE PLANS FOR MORE INFORMATION.

9. THE CONTRACTOR SHALL VERIFY AND DOCUMENT THE CONDITION OF EXISTING UTILITIES (VISIBLE FACILITIES) WITH THE ENGINEER AND REPRESENTATIVES FROM THE UTILITY COMPANIES PRIOR TO COMMENCEMENT OF CONSTRUCTION. ANY PRE-EXISTING DAMAGE SHALL BE DOCUMENTED FOR REPAIR BY THE APPROPRIATE UTILITY COMPANY PRIOR TO COMMENCEMENT OF CONSTRUCTION. IT WILL BE THE RESPONSIBILITY OF EACH ENTITY PERFORMING CONSTRUCTION WORK WITHIN THE PROJECT AREA TO PROTECT EXISTING FACILITIES, REGARDLESS OF OWNERSHIP, AND REPAIR DAMAGE TO FACILITIES CAUSED BY ITS OWN DIRECT OR INDIRECT ACTIONS AT NO COST TO THE OWNER.

11. THE CONTRACTOR SHALL REFER TO THE UTILITY SPECIFICATION AND UTILITY PLANS FOR COORDINATION REQUIRED FOR UTILITY RELOCATIONS.



CITY OF
ARVADA



Print Date: 11/10/2020		00000	Sheet Revisions			 CITY OF ARVADA	As Constructed		W. 72ND AVE, IMPROVEMENTS CONSTRUCTION PACKAGE NO. 1 UTILITY PLAN W. 72ND AVENUE UTILITY GENERAL NOTES, DETAILS			Project No./Code	
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Unit Information			Unit Leader Initials						Detailer: ML	Numbers			
GOODBEE & ASSOCIATES, INC.							Void:		Sheet Subset: UTILITY NOTES		Subset Sheets:	UGN03 of 03	Sheet Number 30

UTILITY TEST HOLE LOG

TH #	UTILITY OWNER	UTILITY TYPE	LOCATION	GROUND ELEV (FT)	SIZE (IN)	MATERIAL	GA DEPTH TO TOP (IN)	GA DEPTH TO BOP (IN)	TOP ELEV (FT)	BOP ELEV (FT)	DATE POTHOLED
TH-01	CITY OF ARVADA	WATER	CENTER OF 72ND, 72ND/SWADLEY	5441.88	20	STEEL	61	81	5436.80	5435.13	4/27/2020
TH-02	CENTURYLINK	COMM	NORTH SIDE OF 72ND, NEAR 72ND/SWADLEY	5441.46	7-4"	PC	38	43	5438.29	5437.88	4/27/2020
TH-02A	XCEL	ELEC	NORTH SIDE OF 72ND, NEAR 72ND/SWADLEY	5441.46	2-1"	CABLE	41	43	5438.04	5437.88	4/27/2020
TH-03	XCEL	GAS	SOUTH SIDE OF 72ND, NEAR 72ND/SWADLEY	5441.25	3	STEEL	38	41	5438.08	5437.83	4/27/2020
TH-04	XCEL	ELEC	SOUTH SIDE OF 72ND	5440.95	2	PLASTIC	48	50	5436.95	5436.78	4/27/2020
TH-04B	COMCAST	CATV	SOUTH SIDE OF 72ND	5441.01	1-2"	CABLE	36	37	5438.01	5437.93	4/27/2020
TH-05	COMCAST	CATV	SOUTH SIDE OF 72ND	5440.54	2	PLASTIC	28	30	5438.21	5438.04	4/27/2020
TH-06A	XCEL	GAS	NORTH SIDE OF 72ND, WEST OF 72ND/SIMMS	5442.06	2	STEEL	32	60	5439.39	5437.06	5/11/2020
TH-06B	XCEL	ELEC	NORTH SIDE OF 72ND, WEST OF 72ND/SIMMS	5442.06	2-1"	WIRE	36	37	5439.06	5438.98	5/6/2020
TH-06C	XCEL	ELEC	NORTH SIDE OF 72ND, WEST OF 72ND/SIMMS	5442.06	3-2"	WIRE	43	45	5438.48	5438.31	5/6/2020
TH-06D	XCEL	ELEC	NORTH SIDE OF 72ND, WEST OF 72ND/SIMMS	5442.06	3-1"	WIRE	35	37	5439.14	5438.98	5/6/2020
TH-07	CENTURYLINK	COMM	SOUTH SIDE OF 72ND, WEST OF 72ND/SIMMS	5441.4	7-4"	PVC	27	36	5439.15	5438.40	4/27/2020
TH-08A	CENTURYLINK	DNF	SOUTH SIDE OF 72ND, WEST OF 72ND/SIMMS	5441.20	DNF	DNF	DNF	DNF	DNF	DNF	4/29/2020
TH-08B	CENTURYLINK	DNF	SOUTH SIDE OF 72ND, WEST OF 72ND/SIMMS	5441.43	7-4"	PVC	32	38	5438.76	5438.26	4/29/2020
TH-09	XCEL	GAS	SOUTH SIDE OF 72ND, WEST OF 72ND/SIMMS	5441.38	3	STEEL	43	46	5437.80	5437.55	4/2/2020
TH-09A	XCEL	GAS	SOUTH SIDE OF 72ND, WEST OF 72ND/SIMMS	5441.38	1	CABLE	33	34	5438.63	5438.55	4/2/2020
TH-09B	CENTURYLINK	FIBER	SOUTH SIDE OF 72ND, WEST OF 72ND/SIMMS	5441.38	7-4"	CABLE	32	38	5438.71	5438.21	4/2/2020
TH-10	XCEL	GAS	NORTH OF 72ND/SIMMS	5449.20	2	STL	41	43	5445.78	5445.62	4/29/2020
TH-11	XCEL	GAS	SW CORNER OF 72ND/SIMMS	5442.78	4	STEEL	58	62	5437.95	5437.61	4/29/2020
TH-12	CITY OF ARVADA	WATER	CENTER OF 72ND/SIMMS	5443.53	20	PVC	30	50	5441.03	5439.36	4/29/2020
TH-13	CENTURYLINK	COMM	CENTER OF 72ND/SIMMS	5443.46	7-4"	PVC	47	52	5439.54	5439.13	4/29/2020
TH-14	XCEL	GAS	SOUT OF 72ND/SIMMS, WEST SIDE OF SIMMS	5441.32	4	STEEL	34	38	5438.49	5438.15	4/29/2020
TH-15	CENTURYLINK	COMM	EAST OF 72ND/SIMMS, NORTH SIDE OF 72ND	5444.71	2	PLASTIC	41	43	5441.29	5441.13	5/6/2020
TH-16	XCEL	GAS	EAST SIDE OF 72ND/SIMMS, CENTER OF 72ND	5445.38	4	STEEL	41	45	5441.96	5441.63	5/1/2020
TH-17	XCEL	GAS SERVICE	SOUTH SIDE OF 72ND, WEST OF 72ND/PRIVATE DR	5448.32	1.25	PLASTIC	30	32	5445.82	5445.65	5/1/2020
TH-18	CITY OF ARVADA	WATER	SOUTH SIDE OF 72ND, NEAR 72ND/PRIVATE DR	5450.04	10	PLASTIC	54	64	5445.54	5444.71	5/1/2020
TH-19	XCEL	GAS	NORTH SIDE OF 72ND, EAST OF 72ND/PRIVATE DR	5451.03	4	STEEL	44	48	5447.36	5447.03	5/1/2020
TH-20	XCEL	GAS	NORTH OF 72ND, EAST OF 72ND/PRIVATE DR	5453.02	4	STEEL	50	54	5448.85	5448.52	5/1/2020
TH-21	XCEL	GAS	SW CORNER OF 72ND/ROUTT ST	5453.65	1 1/4	PLASTIC	42	44	5450.15	5449.98	5/1/2020
TH-22	CITY OF ARVADA	WATER	CENTER OF 72ND/ROUTT ST	5454.65	10	STEEL	51	61	5450.40	5449.57	5/1/2020
TH-23	XCEL	GAS	CENTER OF 72ND, EAST OF 72ND/ROUTT ST	5456.27	4	STEEL	48	52	5452.27	5451.94	5/1/2020
TH-24	CENTURYLINK	COMM	NORTH SIDE OF 72ND	5459.28	1	PLASTIC	36	37	DNF	DNF	5/6/2020
TH-25A	CITY OF ARVADA	WATER	CENTER OF 72ND	5469.87	20	PLASTIC	51	71	5465.62	5463.95	5/1/2020
TH-25B	XCEL	GAS	CENTER OF 72ND	5469.87	2	STEEL	72	74	5463.87	5463.70	5/1/2020
TH-26	CITY OF ARVADA	WATER	CENTER OF 72ND, WEST OF QUAIL/72ND	5481.3	20	PLASTIC	56	76	5476.63	5474.97	5/1/2020
TH-26B	CENTURYLINK	COMM	CENTER OF 72ND, WEST OF QUAIL/72ND	5481.3	2	PLASTIC	31	33	5478.72	5478.55	5/1/2020
TH-28	XCEL	GAS	NORTH OF QUAIL/72ND	5495.34	4	STEEL	43	47	5491.76	5491.42	5/1/2020
TH-29	XCEL	GAS	INTERSECTION OF QUAIL/72ND	5491.84	4	STEEL	47	51	5487.92	5487.59	5/1/2020
TH-30	CITY OF ARVADA	WATER	SOUTH SIDE OF 72ND, EAST OF QUAIL/72ND	5493.46	20	PLASTIC	55	75	5488.88	5487.21	5/1/2020

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Unit Information	Unit Leader Initials
	

Sheet Revisions		
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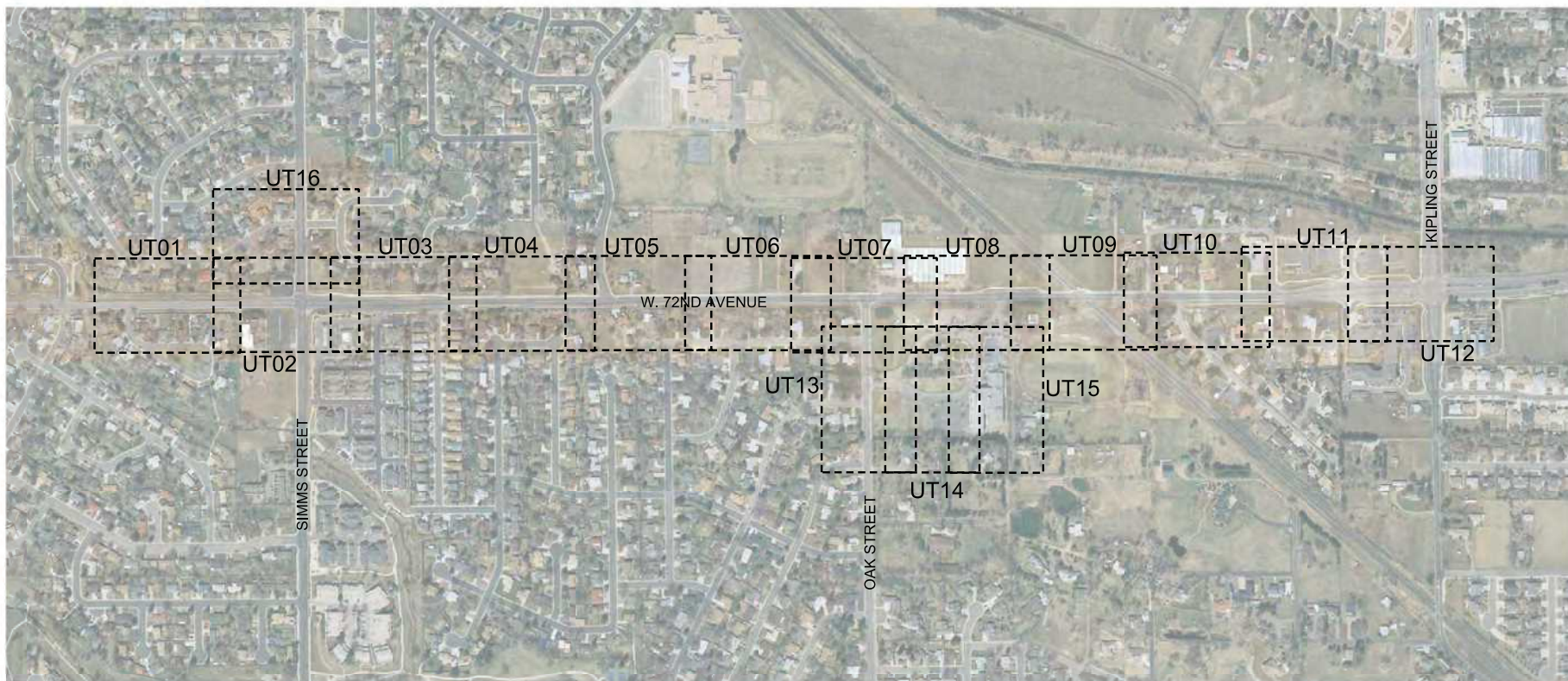
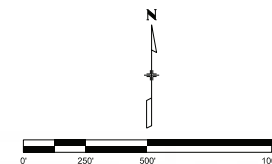
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Revised:		Designer:	DB	Structure Numbers	
Void:		Detaller:	ML		
		Sheet Subset:	UTILITY LOG	Subset Sheets	UTH01 of 02
				Sheet Number	31

UTILITY TEST HOLE LOG

TH #	UTILITY OWNER	UTILITY TYPE	LOCATION	GROUND ELEV (FT)	SIZE (IN)	MATERIAL	GA DEPTH TO TOP (IN)	GA DEPTH TO BOP (IN)	TOP ELEV (FT)	BOP ELEV (FT)	DATE POTHOLED
TH-31A	CITY OF ARVADA	WATER	SOUTH SIDE OF 72ND, PIERSON/72ND	5491.19	10	PLASTIC	61	71	5486.11	5485.27	5/1/2020
TH-31B	CITY OF ARVADA	WATER	SOUTH SIDE OF 72ND, PIERSON/72ND	5494.19	20	PLASTIC	57	77	5489.44	5487.77	5/1/2020
TH-32	XCEL	GAS	EAST OF PIERSON/72ND	5494.81	2	STEEL	69	71	5489.06	5488.89	5/1/2020
TH-33	XCEL	GAS SERVICE	CENTER OF 72ND	5499.42	2	STEEL	72	74	5493.42	5493.25	4/2/2020
TH-34	XCEL	GAS SERVICE	NORTH SIDE OF 72ND	5508.17	2	STEEL	69	71	5502.42	5502.25	5/4/2020
TH-35A	CITY OF ARVADA	WATER	SW CORNER OF OAK/72ND	5519.21	20	PLASTIC	55	75	5514.63	5512.96	5/6/2020
TH-35B	CITY OF ARVADA	WATER	SW CORNER OF OAK/72ND	5519.21	10	PLASTIC	60	70	5514.21	5513.38	5/6/2020
TH-36	XCEL	GAS	INTERSECTION OF OAK/72ND	5519.55	4	STEEL	48	52	5515.55	5515.22	5/6/2020
TH-37A	CITY OF ARVADA	WATER	NW CORNER OF OAK ST/PIERSON	5505.23	10	PLASTIC	57	67	5500.48	5499.65	5/6/2020
TH-37B	CITY OF ARVADA	WATER	NW CORNER OF OAK ST/PIERSON	5505.23	8	PLASTIC	59	67	5500.31	5499.65	5/6/2020
TH-38A	XCEL	GAS	CENTER OF PIERSON/OAK	5503.26	4	STEEL	35	59	5498.68	5498.34	5/6/2020
TH-38B	XCEL	GAS	CENTER OF PIERSON/OAK	5503.26	2	STEEL	52	54	5498.93	5498.76	5/6/2020
TH-39	CENTURYLINK	TELEPHONE	EAST SIDE OF RAILS	5356.39	1	CABLE	57	58	5351.64	5351.56	5/4/2020
TH-40	CITY OF ARVADA	WATER	CENTER OF 70TH/72ND	5534.36	10	STEEL	70	80	5528.53	5527.69	5/4/2020
TH-41	CENTURYLINK	DNF	SW CORNER OF 70TH/72D	5533.97	DNF	DNF	DNF	DNF	DNF	DNF	4/14/2020
TH-42	CITY OF ARVADA	WATER	SOUTH SIDE OF 72ND, EAST OF 72ND/70TH	5534.40	20	PLASTIC	58	78	5529.57	5527.90	5/4/2020
TH-43	XCEL	GAS	NORTH SIDE OF 72ND, EAST OF 72ND/70TH	5534.78	4	STEEL	46	50	5530.95	5530.61	5/4/2020
TH-44	XCEL	GAS	WEST OF 72ND/LEE	5536.91	4	STEEL	47	51	5532.99	5532.66	5/4/2020
TH-45	CITY OF ARVADA	SAN	CENTER OF 72ND/LEE	5538.26	4	CLAY	34	38	5535.43	5535.09	5/5/2020
TH-46	CITY OF ARVADA	WATER	CENTER OF 72ND/LEE	5538.12	10	PLASTIC	66	76	5532.62	5531.79	5/5/2020
TH-47	XCEL	GAS	EAST SIDE OF 72ND/LEE	5534.08	1 1/4	PLASTIC	47	49	5530.16	5530.00	5/5/2020

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Unit Information Unit Leader Initials						Detailer:	ML	Numbers					
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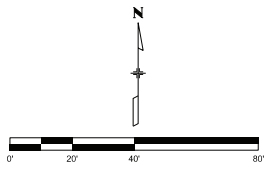
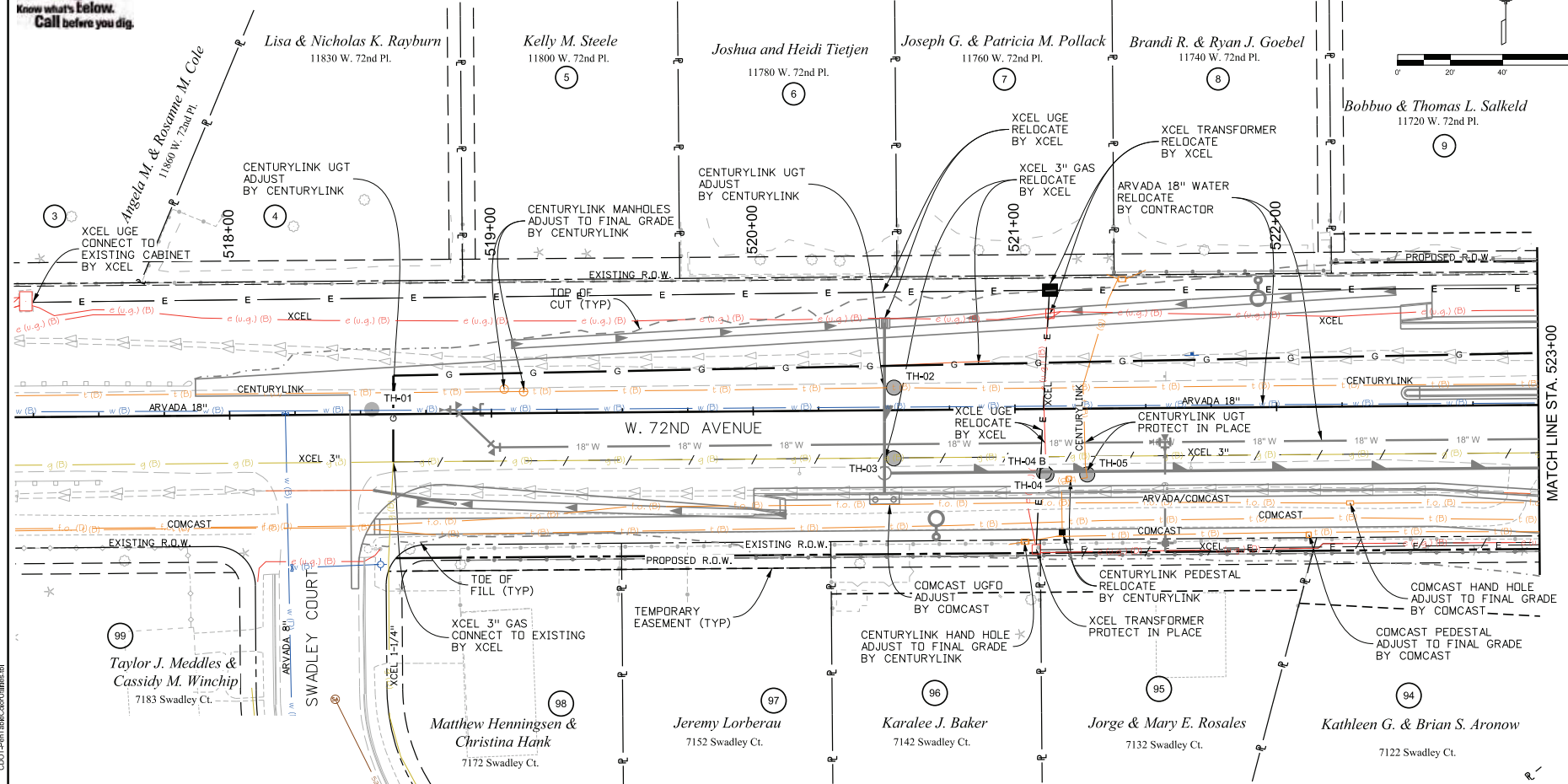
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 2. THE PROJECT CONTROL LINE FOR W. 72ND AVENUE IS SHOWN FOR REFERENCE ONLY. HORIZONTAL CONTROL FOR THIS ALIGNMENT IS SHOWN IN CONSTRUCTION PACKAGES NO. 2 AND NO. 3.

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Detaller:	ML		
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Project No./Code
Sheet Number
34

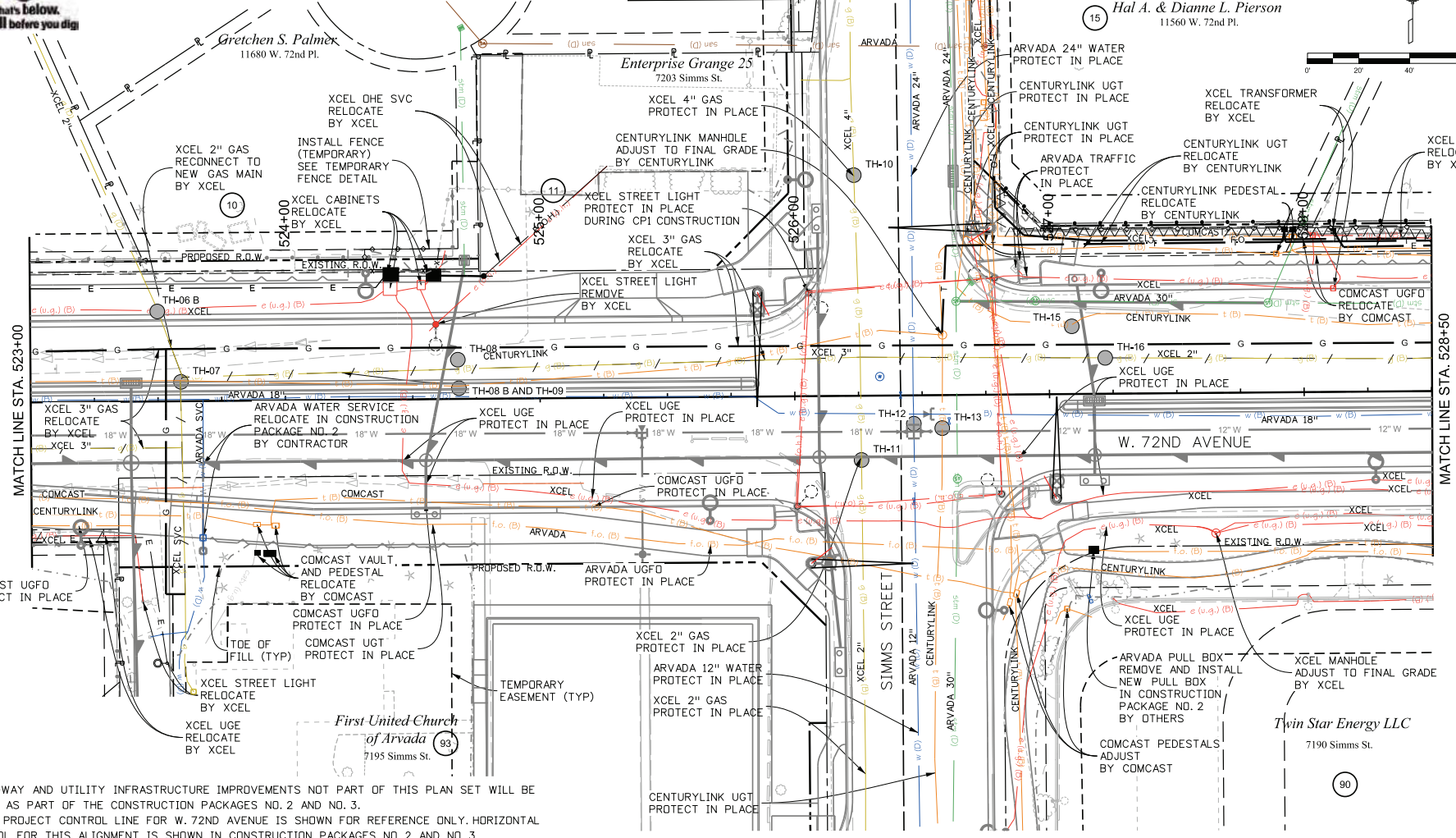
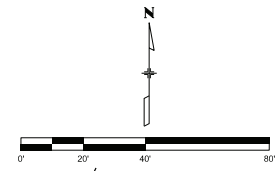
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15 Hal A. & Dianne L. Pierson
11560 W. 72nd Pl.



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Brittany & Timothy Marks
11530 W. 72nd Pl.

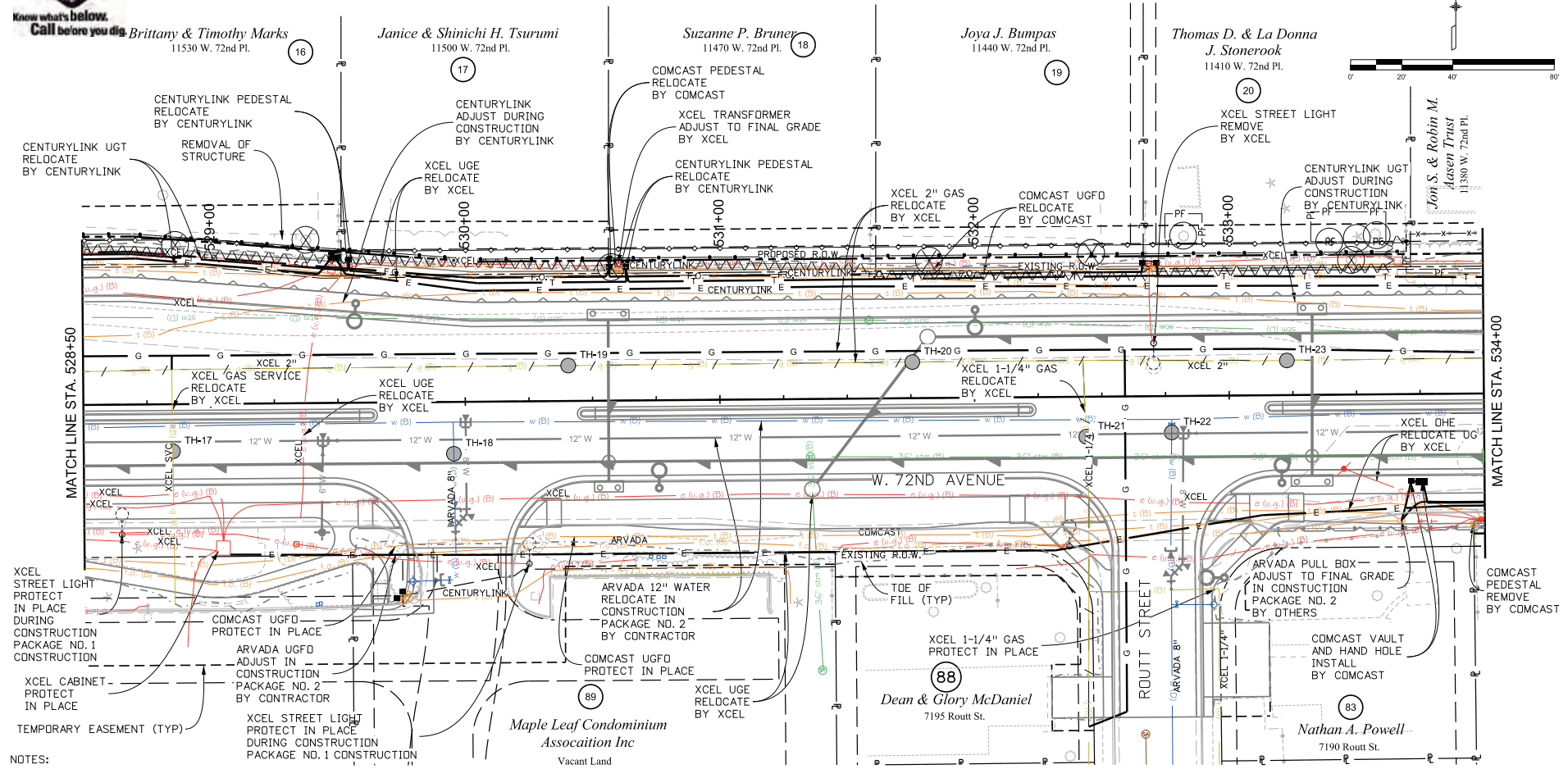
Janice & Shinichi H. Tsurumi
11500 W. 72nd Pl.

Suzanne P. Bruner
11470 W. 72nd Pl.

Joya J. Bumpas
11440 W. 72nd Pl.

Thomas D. & La Donna
J. Stonerook
11410 W. 72nd Pl.

Jon S. & Robin M.
Asen Trust
11380 W. 72nd Pl.



- NOTES:
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 3. SEE SHEET UGNO2 FOR TRENCH DETAILS.

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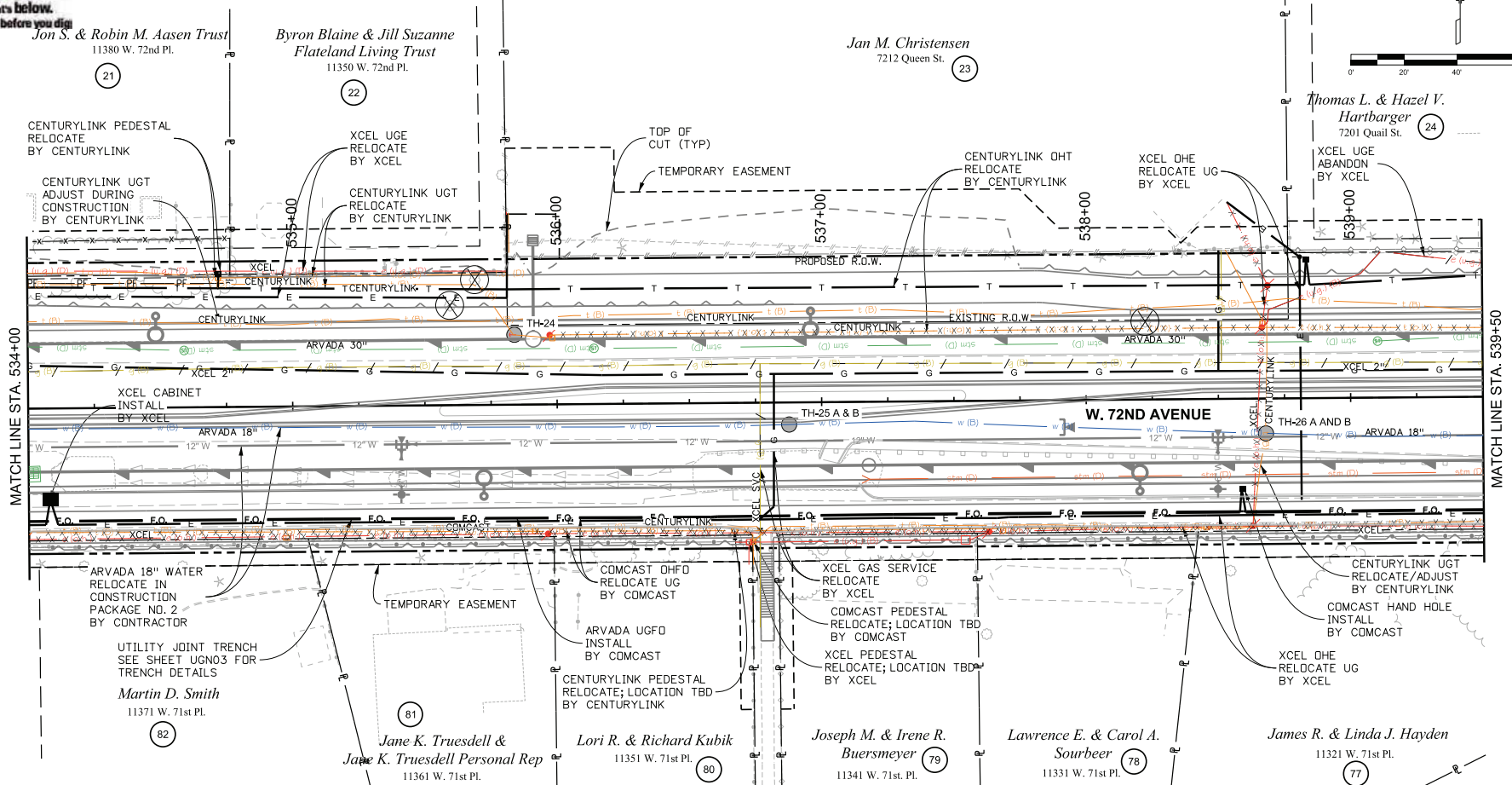
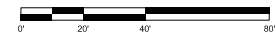
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11380 W. 72nd Pl.

Byron Blaine & Jill Suzanne
Flatland Living Trust
11350 W. 72nd Pl.

Jan M. Christensen
7212 Queen St.

Thomas L. & Hazel V.
Hartberger
7201 Quail St.



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3. SEE SHEET UGNO3 FOR TRENCH DETAILS.

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Unit Information

Unit Leader Initials

GOODBEE
& ASSOCIATES, INC.

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W. 72ND AVE. IMPROVEMENTS CONSTRUCTION PACKAGE NO. 1
UTILITY PLAN W. 72ND AVENUE
STA. 534+00.00 TO STA. 539+50.00

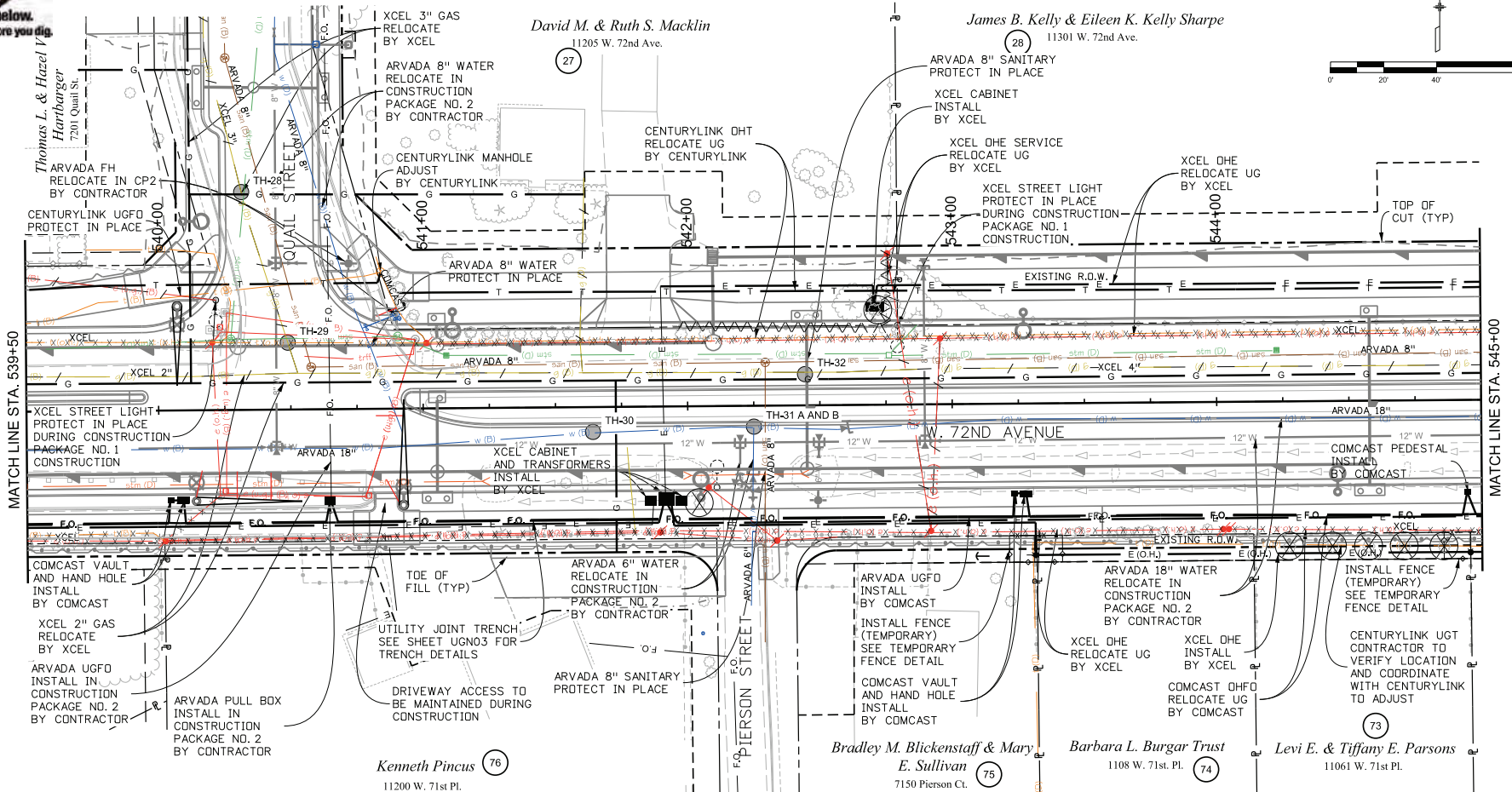
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 3. SEE SHEET UGN03 FOR TRENCH DETAILS.

Print Date:	11/10/2020
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James B. Kelly & Eileen K. Kelly Sharpe
11301 W. 72nd Ave.

Gary C. & Shirley J. Kenfield
11027 W. 72nd Ave.

Rachel A. Malis & James T. Hill
11021 W. 72nd Ave.

Jeff & Shirley Rogers
11041 W. 71st Pl.

Leezure 14E Ventures LLC
11021 W. 71st Pl.

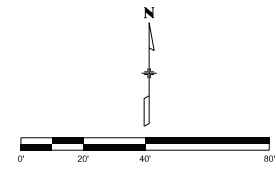
Mark T. & Kim S. Booker
10971 W. 71st Pl.

Rodney J. & Heidi M. Rivera
10951 W. 71st Pl.

Jonathan P. & Sasha A. Griggs
10931 W. 71st Pl.

Sam Stankie & Mechelle Meza
10881 W. 71st Pl.

Nichole Hansen
10841 W. 71st Pl.



MATCH LINE STA. 545+00

MATCH LINE STA. 550+50

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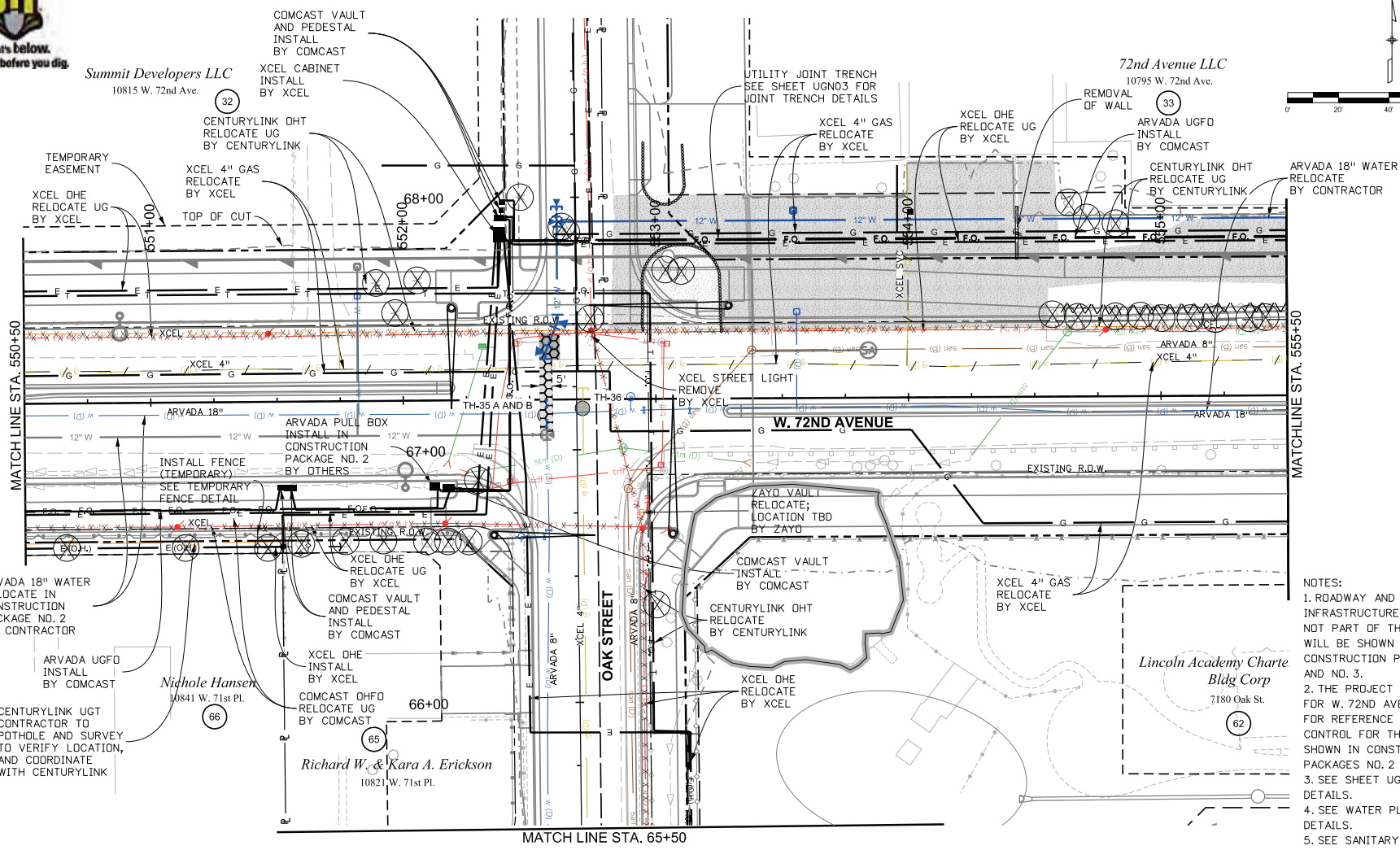
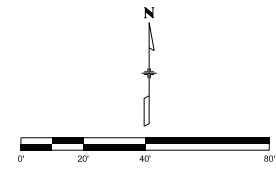
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Summit Developers LLC
10815 W. 72nd Ave.

72nd Avenue LLC
10795 W. 72nd Ave.



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 3. SEE SHEET UGN03 FOR TRENCH DETAILS.
 4. SEE WATER PLANS FOR WATER DETAILS.
 5. SEE SANITARY PLANS FOR SANITARY DETAILS.

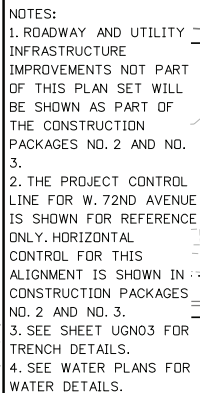
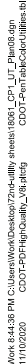
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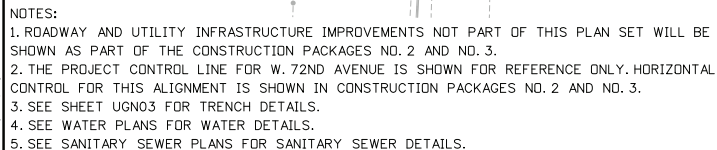
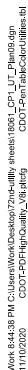
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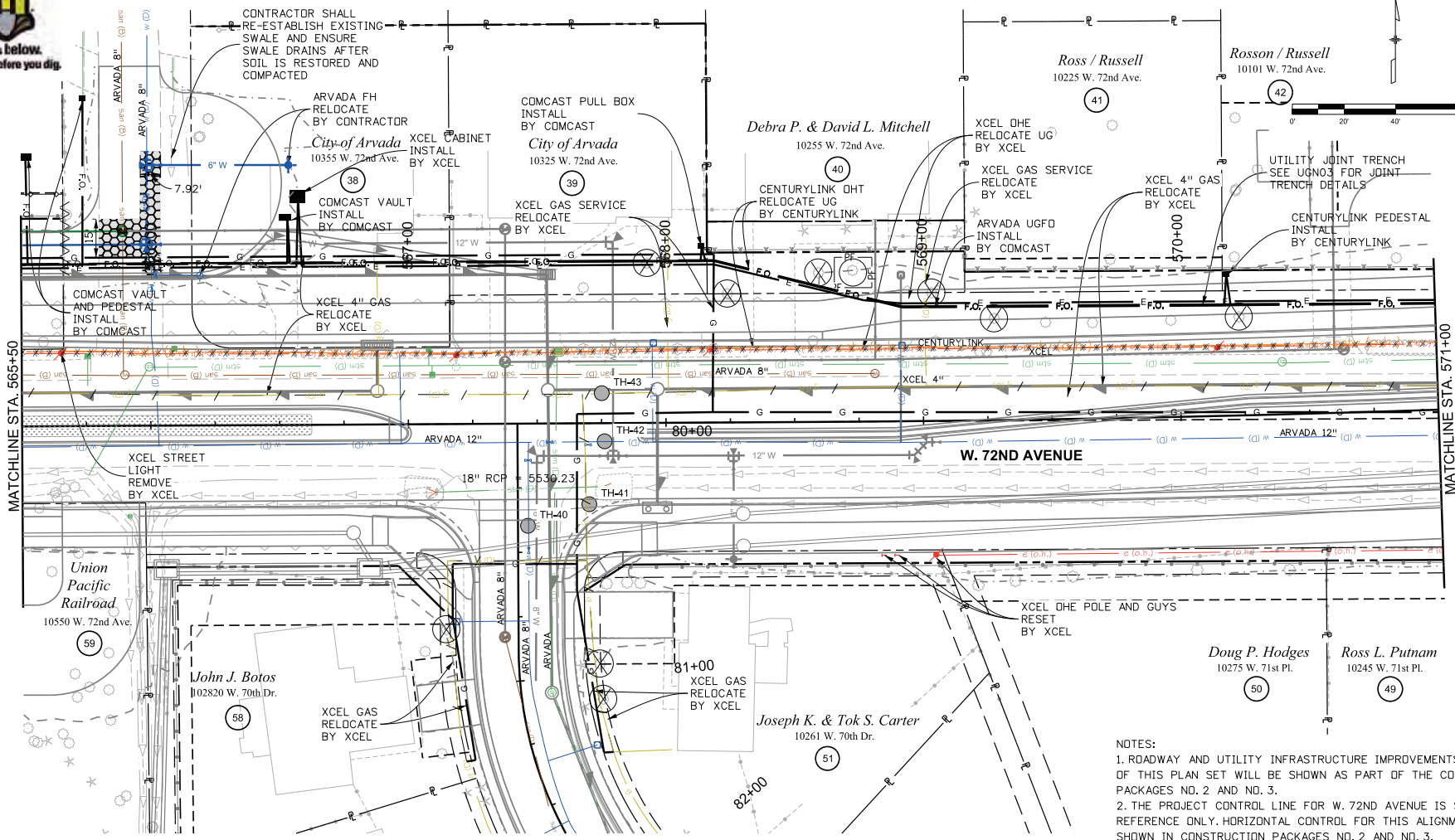
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Print Date: 11/10/2020	0000	Sheet Revisions			CITY OF ARVADA	As Constructed		W. 72ND AVE. IMPROVEMENTS CONSTRUCTION PACKAGE NO. 1 UTILITY PLANT W. 72ND AVENUE STA. 560+50 TO STA. 565+50			Project No./Code	
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Unit Leader Initials								Sheet Subset: UTILITY	Subset Sheets: UT09 of 16		Sheet Number 42	



Know what's below.
Call before you dig.



- NOTES:
- 1. ROADWAY AND UTILITY INFRASTRUCTURE IMPROVEMENTS NOT PART OF THIS PLAN SET WILL BE SHOWN AS PART OF THE CONSTRUCTION PACKAGES NO. 2 AND NO. 3.
 - 2. THE PROJECT CONTROL LINE FOR W. 72ND AVENUE IS SHOWN FOR REFERENCE ONLY. HORIZONTAL CONTROL FOR THIS ALIGNMENT IS SHOWN IN CONSTRUCTION PACKAGES NO. 2 AND NO. 3.
 - 3. SEE SHEET UG003 FOR TRENCH DETAILS.
 - 4. SEE WATER PLANS FOR WATER DETAILS.
 - 5. SEE SANITARY SEWER PLANS FOR SANITARY SEWER DETAILS.

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Unit Information	Unit Leader Initials

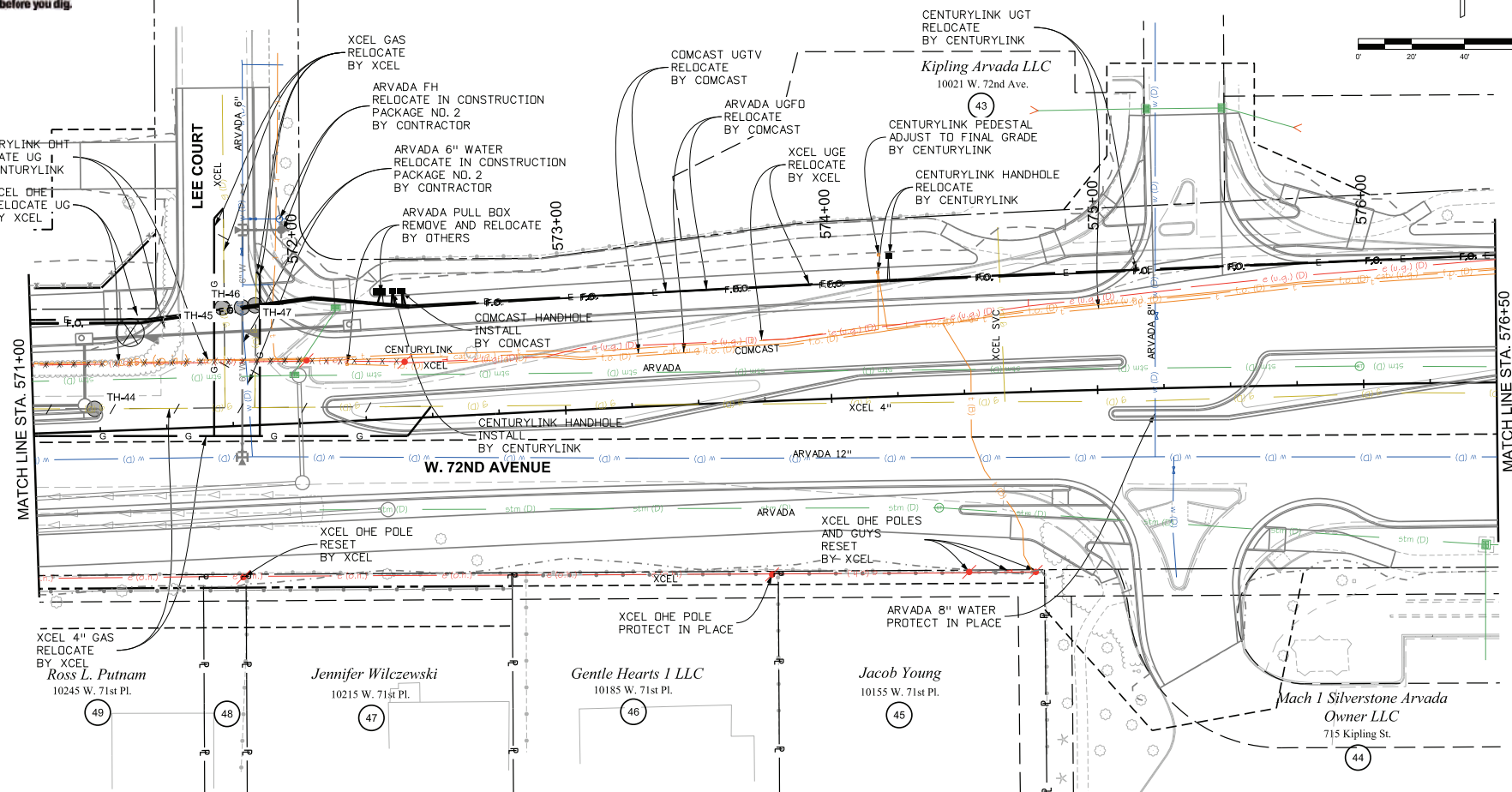
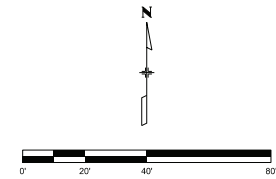
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		Sheet Subset:	UTILITY
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		Sheet Number	
		43	



Know what's below.
Call before you dig.



NOTES:
1. ROADWAY AND UTILITY INFRASTRUCTURE IMPROVEMENTS NOT PART OF THIS PLAN SET WILL BE SHOWN AS PART OF THE CONSTRUCTION PACKAGES NO. 2 AND NO. 3.
2. THE PROJECT CONTROL LINE FOR W. 72ND AVENUE IS SHOWN FOR REFERENCE ONLY. HORIZONTAL CONTROL FOR THIS ALIGNMENT IS SHOWN IN CONSTRUCTION PACKAGES NO. 2 AND NO. 3.

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Unit Information	Unit Leader Initials

Sheet Revisions		
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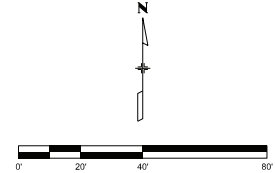
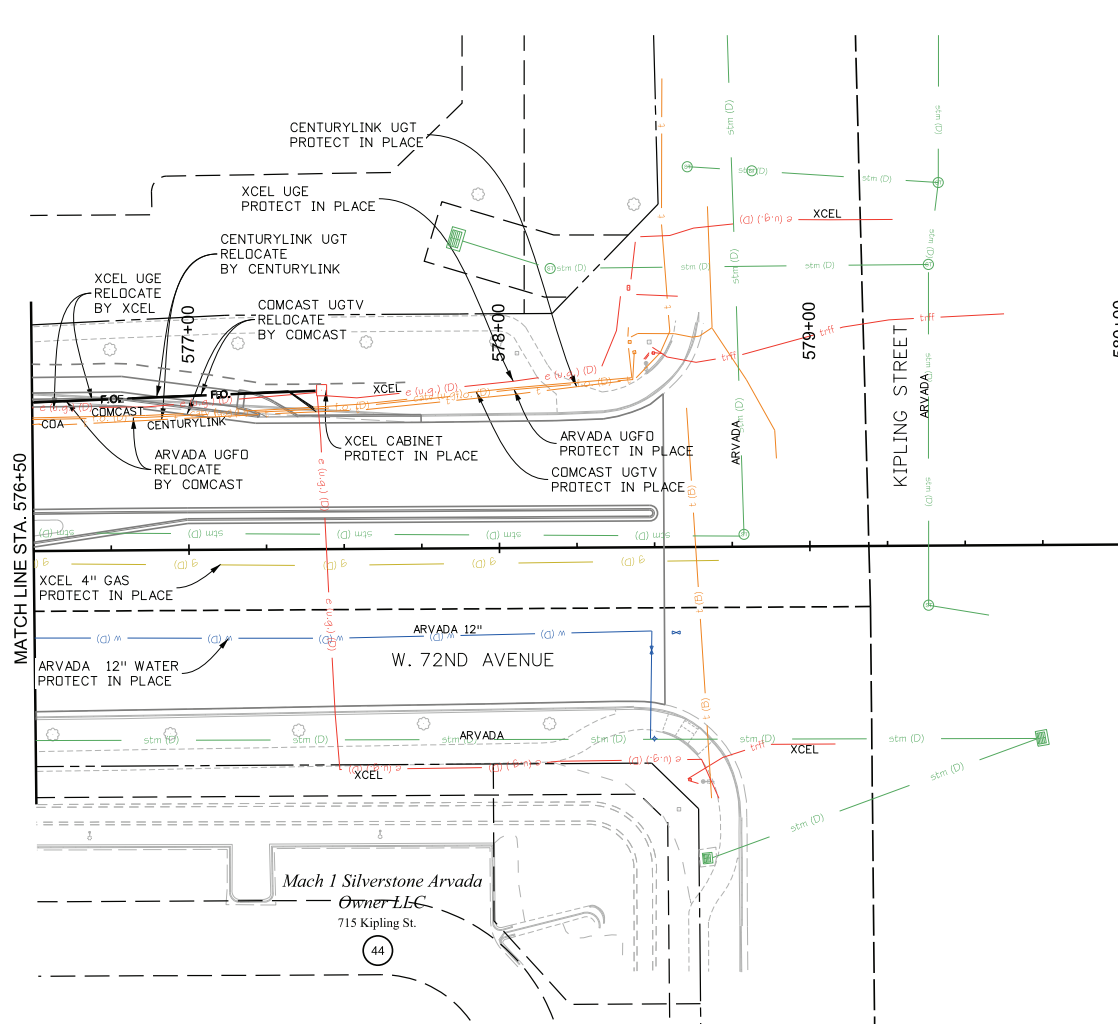


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Detaller:	ML		
Sheet Subset:	UTILITY	Subset Sheets	UT11 of 16

Project No./Code
Sheet Number
44

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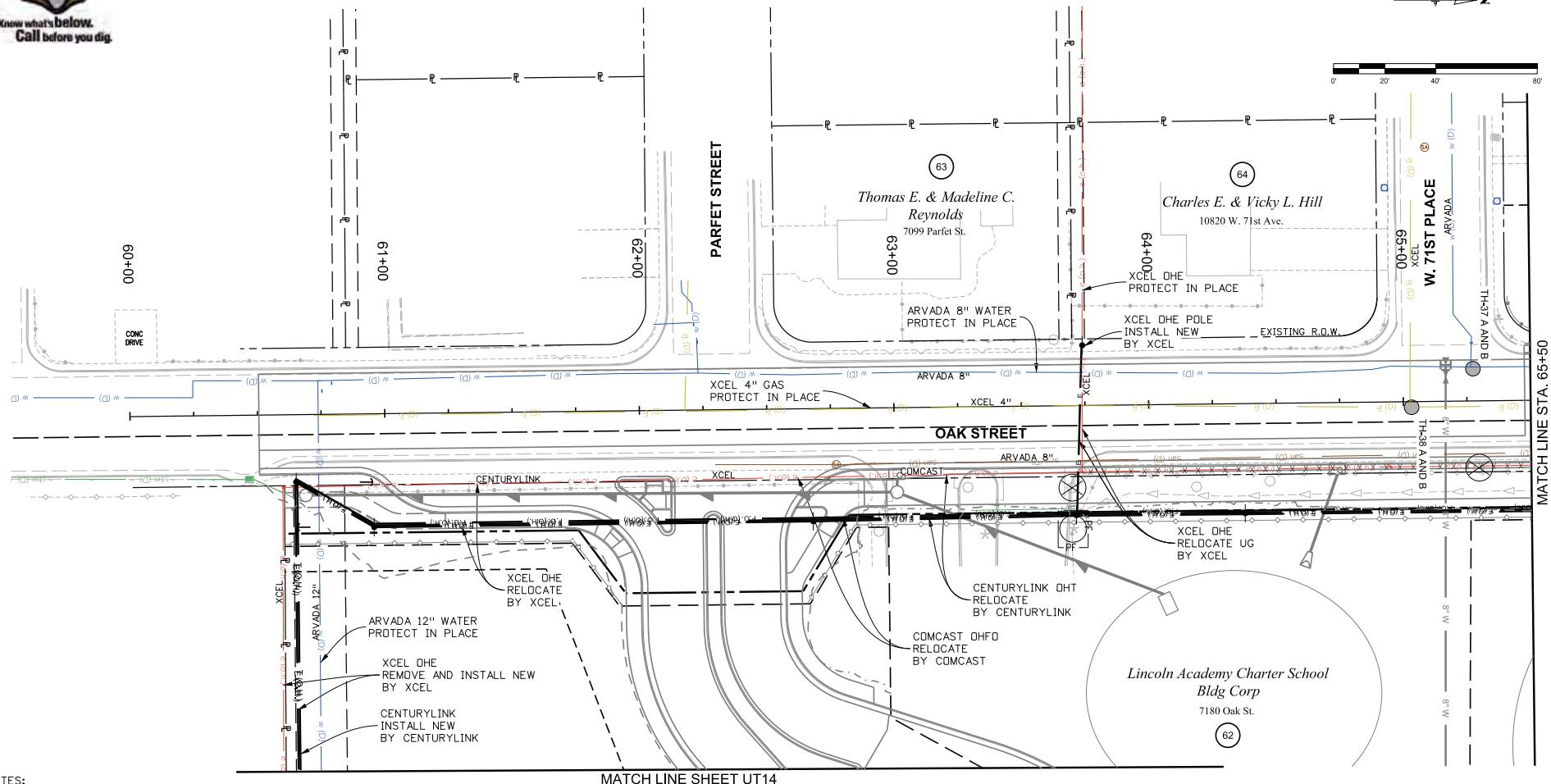
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2. THE PROJECT CONTROL LINE FOR W. 72ND AVENUE IS SHOWN FOR REFERENCE ONLY. HORIZONTAL CONTROL FOR THIS ALIGNMENT IS SHOWN IN CONSTRUCTION PACKAGES NO. 2 AND NO. 3.

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- NOTES:
- 1. ROADWAY AND UTILITY INFRASTRUCTURE IMPROVEMENTS NOT PART OF THIS PLAN SET WILL BE SHOWN AS PART OF THE CONSTRUCTION PACKAGES NO. 2 AND NO. 3.
 - 2. THE PROJECT CONTROL LINE FOR W. 72ND AVENUE IS SHOWN FOR REFERENCE ONLY. HORIZONTAL CONTROL FOR THIS ALIGNMENT IS SHOWN IN CONSTRUCTION PACKAGES NO. 2 AND NO. 3.

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Sheet Revisions		
Date:	Comments	Init.



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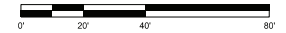
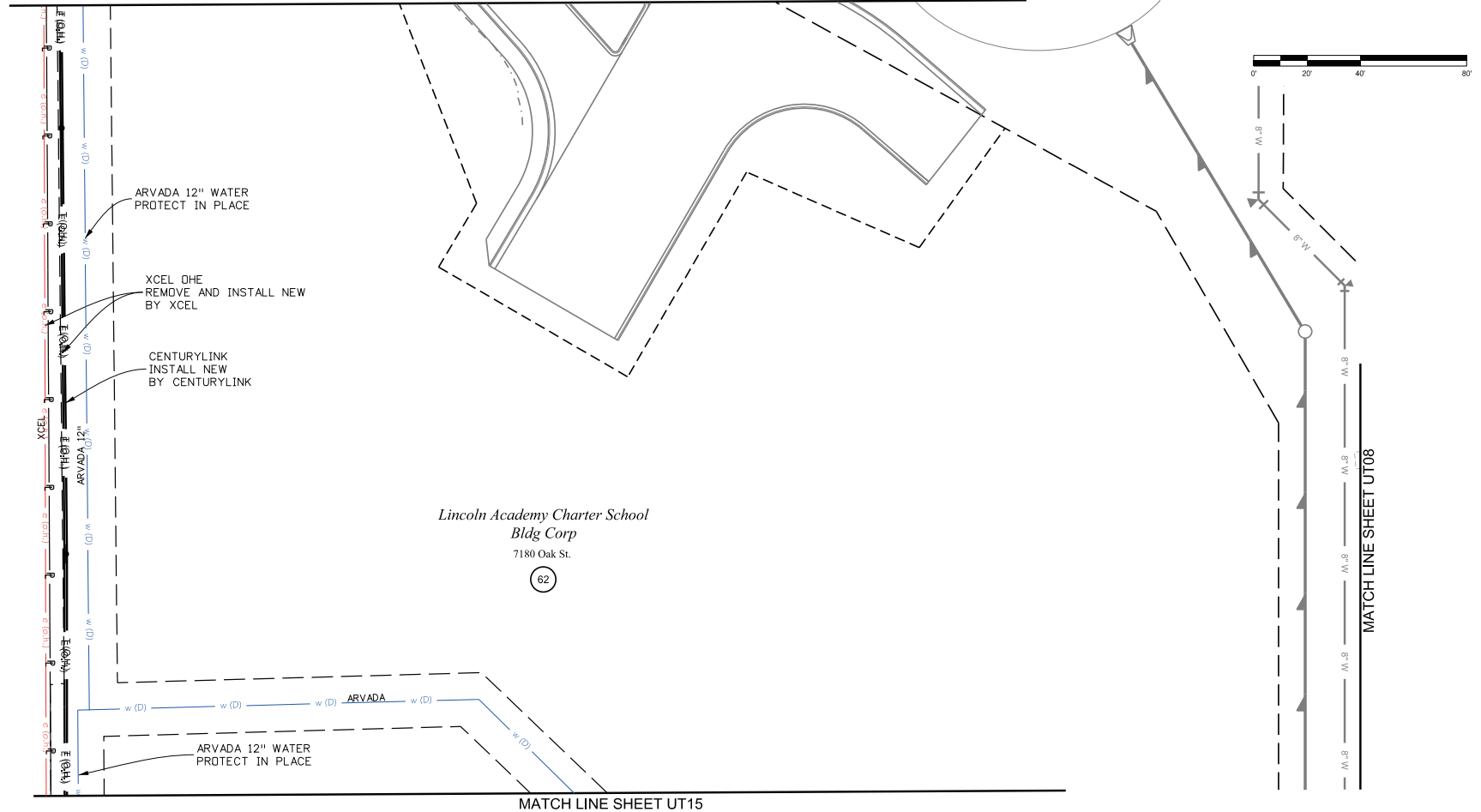
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Detailer:	ML	Numbers	
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Project No./Code
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MATCH LINE SHEET UT13



MATCH LINE SHEET UT08

MATCH LINE SHEET UT15

NOTES:

1. ROADWAY AND UTILITY INFRASTRUCTURE IMPROVEMENTS NOT PART OF THIS PLAN SET WILL BE SHOWN AS PART OF THE CONSTRUCTION PACKAGES NO. 2 AND NO. 3.
2. THE PROJECT CONTROL LINE FOR W. 72ND AVENUE IS SHOWN FOR REFERENCE ONLY. HORIZONTAL CONTROL FOR THIS ALIGNMENT IS SHOWN IN CONSTRUCTION PACKAGES NO. 2 AND NO. 3.

Print Date:	11/10/2020
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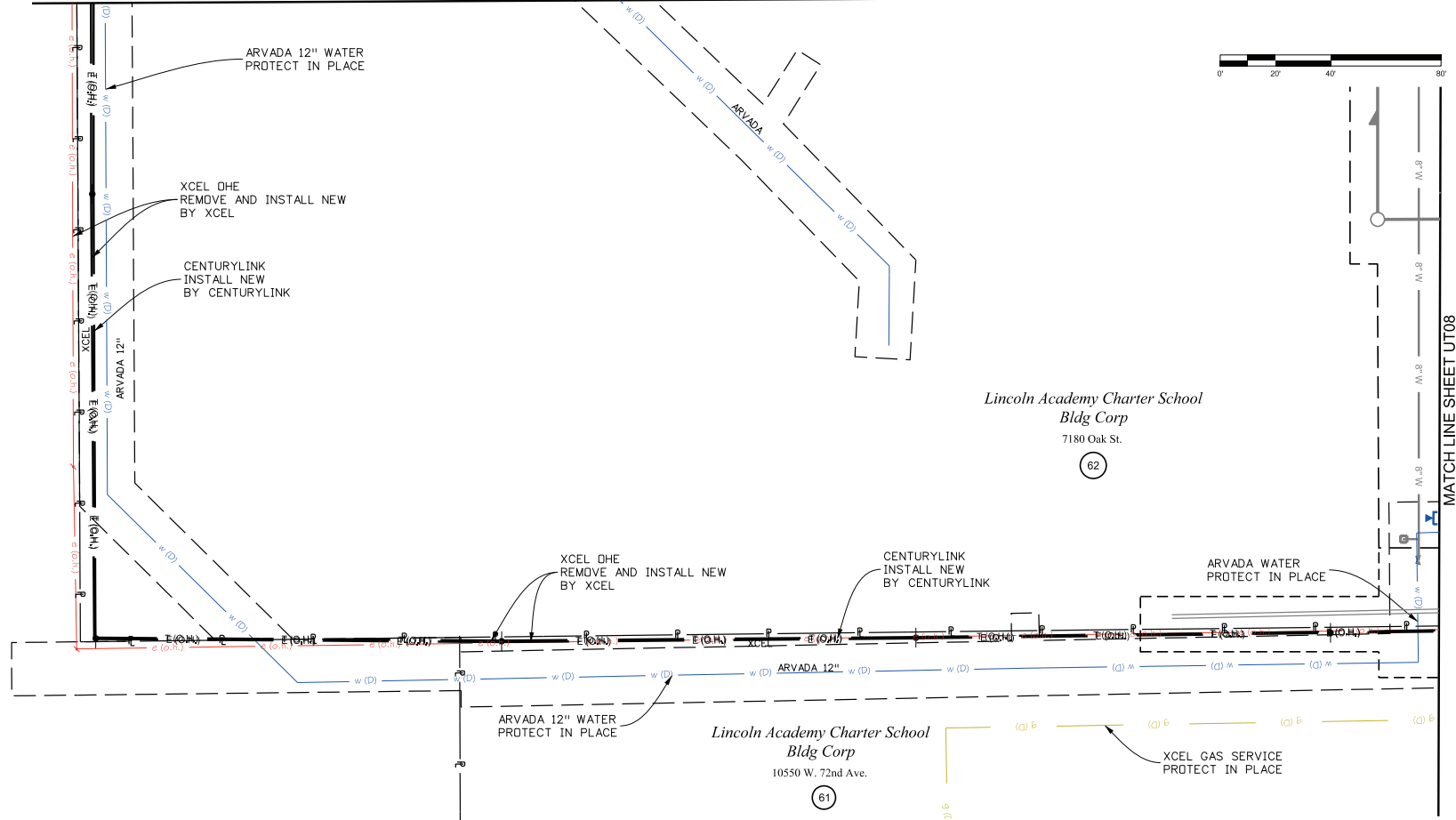
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Know what's below.
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MATCH LINE SHEET UT14



MATCH LINE SHEET UT08

- NOTES:
1. ROADWAY AND UTILITY INFRASTRUCTURE IMPROVEMENTS NOT PART OF THIS PLAN SET WILL BE SHOWN AS PART OF THE CONSTRUCTION PACKAGES NO. 2 AND NO. 3.
 2. THE PROJECT CONTROL LINE FOR W. 72ND AVENUE IS SHOWN FOR REFERENCE ONLY. HORIZONTAL CONTROL FOR THIS ALIGNMENT IS SHOWN IN CONSTRUCTION PACKAGES NO. 2 AND NO. 3.

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Unit Information	Unit Leader Initials



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Project No./Code
Sheet Number
48

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1. ROADWAY AND UTILITY INFRASTRUCTURE IMPROVEMENTS NOT PART OF THIS PLAN SET WILL BE SHOWN AS PART OF THE CONSTRUCTION PACKAGES NO. 2 AND NO. 3.
2. THE PROJECT CONTROL LINE FOR W. 72ND AVENUE IS SHOWN FOR REFERENCE ONLY. HORIZONTAL CONTROL FOR THIS ALIGNMENT IS SHOWN IN CONSTRUCTION PACKAGES NO. 2 AND NO. 3.

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Sheet Revisions		
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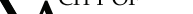
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Revised:		Detaller:	ML		
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1/5/2020

- 
- MULLER**
ENGINEERING COMPANY

1. SEE "GENERAL WATER AND SANITARY SEWER NOTES" FOR INFORMATION PERTAINING TO WATER LINE WORK INCLUDING PROVIDING NOTICE BEFORE CONSTRUCTION, COORDINATION WITH THE CITY OF ARVADA. SEE "WATER LINE DETAILS" SHEET FOR MORE INFORMATION ON SPECIFICS RELATING TO TRACER WIRE, FIRE HYDRANTS, CLEARANCE FITTINGS, BLOW-OFFS, AND METER PITS.
2. THE EXISTING WATER AND SERVICE LINES SHALL REMAIN IN SERVICE WHILE THE NEW MAIN IS BEING CONSTRUCTED. ONLY ONE CONNECTION MAY BE MADE TO THE EXISTING WATER MAIN FOR TESTING PURPOSES. TEMPORARY PLUG AND THRUST RESTRAINT SHALL BE PROVIDED AND MAINTAINED THROUGHOUT CONSTRUCTION.
3. THERE SHALL BE A MINIMUM COVER OF 4 FEET OVER ALL POTABLE WATER MAINS AND SERVICE LINES.
4. THE NEW WATER MAIN SHALL BE DISINFECTED, FLUSHED AND PRESSURE/LEAKAGE TESTED AND ACCEPTED BY THE CITY FOR SERVICE BEFORE IT IS FULLY TIED INTO THE SYSTEM. AFTER THE NEW MAIN IS TESTED AND ACCEPTED, END CONNECTIONS SHALL BE MADE TO THE EXISTING SYSTEM AND THE EXISTING SERVICE LINES SHALL BE REPLACED AND TRANSFERRED TO THE NEW MAIN AS SHOWN WITH MINIMAL DISRUPTION OF SERVICE TO THE TAP OWNERS. ONLY ONE CONNECTION TO THE EXISTING POTABLE WATER DISTRIBUTION SHALL BE MADE UNTIL ALL TESTING HAS BEEN COMPLETED AND ACCEPTED BY THE CITY OF ARVADA.
5. ADEQUATE PROVISIONS FOR NOTIFICATION OF AN INTERRUPTION OF SERVICE MUST BE GIVEN TO THE CUSTOMER BY THE CONTRACTOR AT LEAST 48 HOURS PRIOR TO THE ACTUAL ISOLATION OF THE SYSTEM.
6. A MINIMUM CENTERLINE-TO-CENTERLINE HORIZONTAL DISTANCE OF 10 FEET SHALL BE MAINTAINED BETWEEN POTABLE WATER MAINS AND SANITARY SEWERS, UNLESS OTHERWISE SPECIFIED IN THE PLANS DUE TO EXISTING CONSTRAINTS.
7. AFTER NEW WATER MAIN IS IN SERVICE, THE EXISTING WATER LINE SHALL BE ABANDONED IN PLACE WITH PLUGS AND EXISTING VALVE BOXES AND FIRE HYDRANTS SHALL BE REMOVED. VERIFY THAT ALL NEW VALVES ARE OPENED AT CONCLUSION OF WATER LINE WORK.

1. SEE CITY OF ARVADA "GENERAL WATER AND SANITARY SEWER NOTES" FOR INFORMATION PERTAINING TO SANITARY SEWER LINE WORK INCLUDING PROVIDING NOTICE PRIOR TO CONSTRUCTION, COORDINATION WITH THE CITY OF ARVADA, AND SPECIFICS RELATING TO SERVICE LINE CONNECTIONS, MANHOLE INSTALLATIONS, REQUIRED CLEARANCES, MANHOLE RING AND COVERS, AND OTHER SANITARY SEWER RELATED ITEMS.
2. SEWER MANHOLES SHALL BE A MAXIMUM OF 400 FEET APART AND SHALL ORDINARILY HAVE A MINIMUM OF EIGHT (8) FEET OF COVER TO FINISHED GROUND SURFACE. WHERE PIPE HAS LESS THAN FOUR (4) FEET OF COVER, PROVISIONS SHALL BE MADE TO PROTECT THE PIPE FROM IMPACT AND LOADING.
3. NEW SEWER MANHOLES SHALL BE TESTED IN ACCORDANCE WITH CITY OF ARVADA STANDARDS. CONTRACTOR IS RESPONSIBLE FOR THE FOLLOWING TESTS: LOW PRESSURE AIR TEST FOR NEW SEWER MAINS, VACUUM TESTING OF NEW MANHOLES, AND TELEVISION INSPECTION OF ALL NEW SEWER MAINS. TESTS SHALL BE MADE UNDER THE SUPERVISION OF THE CITY.
5. A MINIMUM CENTERLINE-TO-CENTERLINE HORIZONTAL DISTANCE OF 10 FEET SHALL BE MAINTAINED BETWEEN POTABLE WATER MAINS AND SANITARY SEWERS, UNLESS OTHERWISE SPECIFIED IN THE PLANS. ALL SANITARY SEWER MAINS SHALL HAVE A MINIMUM VERTICAL SEPARATION TO OTHER UTILITIES OF EIGHTEEN INCHES (18").

Print Date: 11/5/2020		Sheet Revisions				As Constructed			WEST 72ND AVE. IMPROVEMENTS: CONSTRUCTION PACKAGE NO. 1 WATER LINE AND SANITARY SEWER GENERAL NOTES			Project No./Code	
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Horiz. Scale: 1"=1 Vert. Scale: As Noted						Revised:	Detailer:	SAD	Numbers				
Unit Information Unit Leader Initials						Void:	Sheet Subst:	WATERLINE	Subst Sheets:		1 of 1	Sheet Number	50

CITY OF
ARVADA

NOTES:

1. THE COST OF JOINT RESTRAINT ON NEW WATER LINE, KICKBLOCKS, TRACER WIRE, ELBOWS, AND TEES SHALL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE COST OF THE WATER LINE PAYMENT ITEMS. PLASTIC PIPE SHALL BE MEASURED BY THE LINEAR FOOT OF PIPE AND FITTINGS.
2. WATER METERS SHALL BE INSTALLED PER CITY OF ARVADA STANDARD DETAILS W-29, W-30, AND W-31. ALL ITEMS SHOWN AS CONTRACTOR SUPPLIED MATERIALS SHALL NOT BE PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN THE COST OF THE WATER METER (THE COST OF WATER TAP AND SERVICE LINE SHALL BE INCLUDED IN THE PAY ITEM).
3. 6 INCH FIRE HYDRANT SHALL BE INSTALLED PER CITY OF ARVADA STANDARD DETAIL W-4. ALL ITEMS SHOWN IN THE DETAILS (INCLUDING 6 INCH PIPE, 6 INCH M.J. GATE VALVE, TRACER WIRE, AND TRACER WIRE TEST STATIONS) OR NECESSARY FITTINGS SHALL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE COST OF THE THE 6 INCH FIRE HYDRANT.
4. REMOVAL OF FIRE HYDRANT SHALL INCLUDE REMOVAL OF ANY LATERAL PIPE CONNECTED TO THE FIRE HYDRANT AND OR FITTINGS (PLUGS) NEEDED TO ABANDON THE LATERAL IN PLACE. LATERAL SHALL BE REMOVED COMPLETELY TO THE EXISTING TEE OR AS DIRECTED BY THE ENGINEER.
5. 2 INCH AIR AND VACUUM VALVE SHALL BE INSTALLED PER CITY OF ARVADA STANDARD DETAIL W-47. ALL ITEMS SHOWN ON THIS DETAIL SHALL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE COST OF THE 2 INCH AIR AND VACUUM VALVE.
6. REMOVAL OF EXISTING ASBESTOS CEMENT PIPE SHALL INCLUDE ALL COSTS ASSOCIATED WITH REMOVAL AND DISPOSAL OF EXISTING ASBESTOS CEMENT PIPE AS REQUIRED BY THE COLORADO DEPARTMENT OF HEALTH AND ENVIRONMENT (CDPHE).
7. ADDITIONAL 12 INCH GATE VALVE IS NECESSARY IN ORDER FOR THE 12 INCH PLASTIC PIPE (C900) TO BE 100 FEET AWAY FROM THE RAILROAD ABUTMENT.

- NOTES:
1. THE COST OF JOINT RESTRAINT ON NEW WATER LINE, KICKBLOCKS, TRACER WIRE, ELBOWS, AND TEES SHALL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE COST OF THE WATER LINE PAYMENT ITEMS. PLASTIC PIPE SHALL BE MEASURED BY THE LINEAR FOOT OF PIPE AND FITTINGS.
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 4. REMOVAL OF FIRE HYDRANT SHALL INCLUDE REMOVAL OF ANY LATERAL PIPE CONNECTED TO THE FIRE HYDRANT AND OR FITTINGS (PLUGS) NEEDED TO ABANDON THE LATERAL IN PLACE. LATERAL SHALL BE REMOVED COMPLETELY TO THE EXISTING TEE OR AS DIRECTED BY THE ENGINEER.
 5. 2 INCH AIR AND VACUUM VALVE SHALL BE INSTALLED PER CITY OF ARVADA STANDARD DETAIL W-47. ALL ITEMS SHOWN ON THIS DETAIL SHALL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE COST OF THE 2 INCH AIR AND VACUUM VALVE.
 6. REMOVAL OF EXISTING ASBESTOS CEMENT PIPE SHALL INCLUDE ALL COSTS ASSOCIATED WITH REMOVAL AND DISPOSAL OF EXISTING ASBESTOS CEMENT PIPE AS REQUIRED BY THE COLORADO DEPARTMENT OF HEALTH AND ENVIRONMENT (CDPHE).
 7. ADDITIONAL 12 INCH GATE VALVE IS NECESSARY IN ORDER FOR THE 12 INCH PLASTIC PIPE (C900) TO BE 100 FEET AWAY FROM THE RAILROAD ABUTMENT.

Print Date: 2/19/2021		Sheet Revisions				As Constructed		WEST 72ND AVE. IMPROVEMENTS: CONSTRUCTION PACKAGE NO. 1		Project No./Code	
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Unit Information Unit Leader Initials						Void:		Designer: SNB Detailer: SAD	Structure Numbers		
						Sheet Subset: WATERLINE		Subset Sheets: 1 of 1		Sheet Number 51	

TYPICAL TRENCH SECTION FIRE PROTECTION WATER MAINS W-1

W-4

W-10

W-11

W-13

W-14

CONCRETE KICKBLOCKS BEARING SURFACES AND INSTALLATION W-16

W-19

Exhibit 2.11.5

Specification Illustrations and attachments

Exhibit 2.11.6

All supplementary requirements regarding wage rates, E.E.O., affirmative action and all other Federal-State requirements as outlined in the specifications

Exhibit 2.11.7

Construction Agreed Price (CAP) Documents, Drawings
and Specifications including Addenda and Modifications
(when approved by the Owner)

CMGC COST MODEL SUMMARY

City of Arvada - W 72nd Avenue CMGC - CP1 Early Utility Package - FINAL CAP FOR COUNCIL

SUMMARY OF APPROXIMATE QUANTITIES				SEMA + 7% CMGC FEE	
BID ITEM	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
10	CLEARING AND GRUBBING	L S	1.00	\$ 15,099.45	\$ 15,099.45
20	REMOVAL OF STRUCTURE	EACH	1.00	\$ 2,781.94	\$ 2,781.94
30	REMOVAL OF TREE	EACH	136.00	\$ 1,090.46	\$ 148,302.56
40	REMOVAL OF WATER METER	EACH	2.00	\$ 1,416.75	\$ 2,833.50
50	REMOVAL OF FIRE HYDRANT	EACH	1.00	\$ 2,125.07	\$ 2,125.07
60	REMOVAL OF VALVE	EACH	2.00	\$ 708.37	\$ 1,416.74
70	REMOVAL OF ASBESTOS CEMENT PIPE	LF	50.00	\$ 95.03	\$ 4,751.50
80	REMOVAL OF WALL	LF	21.00	\$ 107.51	\$ 2,257.71
90	REMOVAL OF CURB	LF	146.00	\$ 10.86	\$ 1,585.56
100	REMOVAL OF CONCRETE PAVEMENT	SY	170.00	\$ 27.90	\$ 4,743.00
110	REMOVAL OF ASPHALT MAT	SY	2,231.00	\$ 6.52	\$ 14,546.12
120	REMOVAL OF PORTIONS OF PRESENT STRUCTURE	L S	1.00	\$ 5,617.99	\$ 5,617.99
130	REMOVAL OF FENCE	LF	1,310.00	\$ 6.55	\$ 8,580.50
140	REMOVAL AND REPLACEMENT OF FENCE	LF	322.00	\$ 49.84	\$ 16,048.48
150	EMBANKMENT MATERIAL (COMPLETE IN PLACE)	CY	111.00	\$ 65.51	\$ 7,271.61
160	POTHOLING	HOURL	20.00	\$ 247.17	\$ 4,943.40
170	BLADING	HOURL	20.00	\$ 178.43	\$ 3,568.60
180	DOZING	HOURL	20.00	\$ 179.42	\$ 3,588.40
190	TOPSOIL	CY	837.00	\$ 4.29	\$ 3,590.73
200	STOCKPILE TOPSOIL	CY	837.00	\$ 2.14	\$ 1,791.18
210	EROSION LOG TYPE 1 (12 INCH)	LF	930.00	\$ 3.86	\$ 3,589.80
220	SILT FENCE	LF	100.00	\$ 2.21	\$ 221.00
230	AGGREGATE BAG	LF	210.00	\$ 1.98	\$ 415.80
240	CONCRETE WASHOUT STRUCTURE	EACH	1.00	\$ 2,729.61	\$ 2,729.61
250	STORM DRAIN INLET PROTECTION (TYPE III)	EACH	7.00	\$ 242.68	\$ 1,698.76
260	PRE-FABRICATED VEHICLE TRACKING PAD	EACH	2.00	\$ 9,250.51	\$ 18,501.02
270	REMOVAL AND DISPOSAL OF SEDIMENT (LABOR)	HOURL	5.00	\$ 43.73	\$ 218.65
280	REMOVAL AND DISPOSAL OF SEDIMENT (EQUIPMENT)	HOURL	5.00	\$ 105.92	\$ 529.60
290	SWEEPING (SEDIMENT REMOVAL)	HOURL	40.00	\$ 166.57	\$ 6,662.80
300	EROSION CONTROL MANAGEMENT	LS	1.00	\$ 19,461.10	\$ 19,461.10
310	SEEDING (NATIVE)	ACRE	1.60	\$ 992.79	\$ 1,588.46
320	SOIL CONDITIONING	ACRE	1.00	\$ 2,453.27	\$ 2,453.27
330	MULCHING (WEED FREE)	ACRE	1.00	\$ 1,147.21	\$ 1,147.21
340	MULCH TACKIFIER	LB	208.00	\$ 1.63	\$ 339.04
350	AGGREGATE BASE COURSE (CLASS 6)	TON	777.00	\$ 24.69	\$ 19,184.13
360	HOT MIX ASPHALT (PATCHING) (ASPHALT)	TON	35.00	\$ 287.06	\$ 10,047.10
370	4 INCH PLASTIC PIPE (SDR35)	LF	50.00	\$ 92.17	\$ 4,608.50
380	8 INCH PLASTIC PIPE (SDR35)	LF	157.00	\$ 94.36	\$ 14,814.52
390	MANHOLE SLAB BASE (10 FOOT)	EACH	2.00	\$ 6,044.67	\$ 12,089.34
400	FENCE WOOD	LF	696.00	\$ 40.18	\$ 27,965.28
410	FENCE (PLASTIC)	LF	361.00	\$ 6.01	\$ 2,169.61
420	FENCE (TEMPORARY)	LF	1,385.00	\$ 7.10	\$ 9,833.50
430	ABANDON EXISTING WATER LINE IN PLACE	EACH	1.00	\$ 1,672.35	\$ 1,672.35
440	WATER METER	EACH	2.00	\$ 4,203.37	\$ 8,406.74
450	CONNECT TO EXISTING WATERLINE	EACH	2.00	\$ 11,870.25	\$ 23,740.50
460	24 INCH WELDED STEEL PIPE	LF	210.00	\$ 980.35	\$ 205,873.50
470	6 INCH PLASTIC PIPE (C900)	LF	31.00	\$ 90.10	\$ 2,793.10
480	12 INCH PLASTIC PIPE (C900)	LF	1,536.00	\$ 73.00	\$ 112,128.00
490	2 INCH AIR AND VACUUM VALVE	EACH	1.00	\$ 6,377.36	\$ 6,377.36
500	6 INCH GATE VALVE	EACH	1.00	\$ 1,734.72	\$ 1,734.72
510	12 INCH GATE VALVE	EACH	9.00	\$ 2,835.01	\$ 25,515.09
520	6 INCH FIRE HYDRANT	EACH	3.00	\$ 8,181.48	\$ 24,544.44
530	SANITARY FACILITY	EACH	1.00	\$ 642.00	\$ 642.00
540	CONSTRUCTION SURVEYING	L S	1.00	\$ 29,455.10	\$ 29,455.10
550	MOBILIZATION	L S	1.00	\$ 317,421.20	\$ 317,421.20
560	PUBLIC INFORMATION SERVICES	L S	1.00	\$ 7,597.00	\$ 7,597.00
570	FLAGGING	HOURL	200.00	\$ 35.12	\$ 7,024.00
580	TRAFFIC CONTROL INSPECTION	DAY	24.00	\$ 324.84	\$ 7,796.16
590	TRAFFIC CONTROL MANAGEMENT	DAY	10.00	\$ 845.03	\$ 8,450.30
600	BARRICADE (TYPE 3) (TEMPORARY)	EA	4.00	\$ 87.80	\$ 351.20
610	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE A)	EA	20.00	\$ 43.90	\$ 878.00
620	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE B)	EA	24.00	\$ 54.87	\$ 1,316.88
630	PORTABLE MESSAGE SIGN PANEL	EA	3.00	\$ 1,382.77	\$ 4,148.31
640	DRUM CHANNELIZING DEVICE	EA	20.00	\$ 21.95	\$ 439.00
650	DRUM CHANNELIZING DEVICE (WITH LIGHT) (STEADY BURN	EA	6.00	\$ 27.44	\$ 164.64

SUMMARY OF APPROXIMATE QUANTITIES				SEMA + 7% CMGC FEE	
BID ITEM	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
660	F/A MINOR CONTRACT REVISIONS	FA	1.00	\$ 50,000.00	\$ 50,000.00
670	F/A RAILROAD DIRECTED ADDITIONAL COSTS	FA	1.00	\$ 32,000.00	\$ 32,000.00
680	F/A TREATMENT OF CONTAMINATED DEWATERING	FA	1.00	\$ 75,000.00	\$ 75,000.00
					\$ -
				FINAL CAP PRICING	
TOTAL CONSTRUCTION PACKAGE COST WITH 7% CMGC FEE				\$	1,371,181.73

- 1) Construction cost exclusive of contractor markup/fee
- 2) Force Account do not include the CMGC 7% fee
- 3) Pricing includes tax rate of 6.90% on construction materials and services, spread across bid items
- 4) Permanent materials are tax exempt
- 5) Permits & Fees - does NOT include UPRR ROE permit and/or fees

CITY OF ARVADA PROJECT NO. 18-ST-30
CITY OF ARVADA
W. 72ND AVE - SWADLEY CT. TO KIPLING ST.
BID TABULATION
CONSTRUCTION PACKAGE #1 CAP Set
 PREPARED BY
 MULLER ENGINEERING COMPANY, INC.
 February 19, 2021

			PROJECT TOTALS		
ITEM NUMBER	ITEM	UNIT	TOTAL QUANTITY	UNIT PRICE	COST
201-00000	CLEARING AND GRUBBING	L S	1		\$0.00
202-00001	REMOVAL OF STRUCTURE	EACH	1		\$0.00
202-00010	REMOVAL OF TREE	EACH	136		\$0.00
202-XXXXX	REMOVAL OF WATER METER	EACH	2		\$0.00
202-00031	REMOVAL OF FIRE HYDRANT	EACH	1		\$0.00
202-00032	REMOVAL OF VALVE	EACH	2		\$0.00
202-XXXXX	REMOVAL OF ASBESTOS CEMENT PIPE	LF	50		\$0.00
202-00155	REMOVAL OF WALL	LF	21		\$0.00
202-00201	REMOVAL OF CURB	LF	146		\$0.00
202-00210	REMOVAL OF CONCRETE PAVEMENT	SY	170		\$0.00
202-00220	REMOVAL OF ASPHALT MAT	SY	2,231		\$0.00
202-00495	REMOVAL OF PORTIONS OF PRESENT STRUCTURE	L S	1		\$0.00
202-01000	REMOVAL OF FENCE	LF	1,310		\$0.00
202-XXXXX	REMOVAL AND REPLACEMENT OF FENCE	LF	322		\$0.00
203-00060	EMBANKMENT MATERIAL (COMPLETE IN PLACE)	CY	111		\$0.00
203-01597	POTHOLING	HOURL	20		\$0.00
203-01500	BLADING	HOURL	20		\$0.00
203-01550	DOZING	HOURL	20		\$0.00
207-00205	TOPSOIL	CY	837		\$0.00
207-00210	STOCKPILE TOPSOIL	CY	837		\$0.00
208-00002	EROSION LOG TYPE 1 (12 INCH)	LF	930		\$0.00
208-00020	SILT FENCE	LF	100		\$0.00
208-00035	AGGREGATE BAG	LF	210		\$0.00
208-00045	CONCRETE WASHOUT STRUCTURE	EACH	1		\$0.00
208-00056	STORM DRAIN INLET PROTECTION (TYPE III)	EACH	7		\$0.00
208-00075	PRE-FABRICATED VEHICLE TRACKING PAD	EACH	2		\$0.00
208-00103	REMOVAL AND DISPOSAL OF SEDIMENT (LABOR)	HOURL	5		\$0.00
208-00105	REMOVAL AND DISPOSAL OF SEDIMENT (EQUIPMENT)	HOURL	5		\$0.00
208-00106	SWEEPING (SEDIMENT REMOVAL)	HOURL	40		\$0.00
208-00200	EROSION CONTROL MANAGEMENT	L S	1		\$0.00
212-00006	SEEDING (NATIVE)	ACRE	1.6		\$0.00
212-00032	SOIL CONDITIONING	ACRE	1.0		\$0.00
213-00003	MULCHING (WEED FREE)	ACRE	1.0		\$0.00
213-00061	MULCH TACKIFIER	LB	208		\$0.00
304-06000	AGGREGATE BASE COURSE (CLASS 6)	TON	777		\$0.00
403-00720	HOT MIX ASPHALT (PATCHING) (ASPHALT)	TON	35		\$0.00
603-50004	4 INCH PLASTIC PIPE (SDR35)	LF	50		\$0.00
603-50008	8 INCH PLASTIC PIPE (SDR35)	LF	157		\$0.00
604-30010	MANHOLE SLAB BASE (10 FOOT)	EACH	2		\$0.00
607-11455	FENCE WOOD	LF	696		\$0.00
607-11525	FENCE (PLASTIC)	LF	361		\$0.00
607-11580	FENCE (TEMPORARY)	LF	1,385		\$0.00
619-XXXXX	ABANDON EXISTING WATER LINE IN PLACE	EACH	1		\$0.00
619-00001	WATER METER	EACH	2		\$0.00
619-00007	CONNECT TO EXISTING WATERLINE	EACH	2		\$0.00
619-10240	24 INCH WELDED STEEL PIPE	LF	210		\$0.00
619-50480	6 INCH PLASTIC PIPE (C900)	LF	31		\$0.00
619-50960	12 INCH PLASTIC PIPE (C900)	LF	1,536		\$0.00
619-71516	2 INCH AIR AND VACUUM VALVE	EACH	1		\$0.00
619-75048	6 INCH GATE VALVE	EACH	1		\$0.00
619-75096	12 INCH GATE VALVE	EACH	9		\$0.00
619-78048	6 INCH FIRE HYDRANT	EACH	3		\$0.00
620-00020	SANITARY FACILITY	EACH	1		\$0.00
625-00000	CONSTRUCTION SURVEYING	L S	1		\$0.00
626-00000	MOBILIZATION	L S	1		\$0.00
626-01000	PUBLIC INFORMATION SERVICES	L S	1		\$0.00
630-00000	FLAGGING	HOURL	200		\$0.00

CITY OF ARVADA PROJECT NO. 18-ST-30
CITY OF ARVADA
W. 72ND AVE - SWADLEY CT. TO KIPLING ST.
BID TABULATION
CONSTRUCTION PACKAGE #1 CAP Set
 PREPARED BY
 MULLER ENGINEERING COMPANY, INC.
 February 19, 2021

			PROJECT TOTALS		
ITEM NUMBER	ITEM	UNIT	TOTAL QUANTITY	UNIT PRICE	COST
630-00007	TRAFFIC CONTROL INSPECTION	DAY	24		\$0.00
630-00012	TRAFFIC CONTROL MANAGEMENT	DAY	10		\$0.00
630-80330	BARRICADE (TYPE 3) (TEMPORARY)	EA	4		\$0.00
630-80341	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE A)	EA	20		\$0.00
630-80342	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE B)	EA	24		\$0.00
630-80355	PORTABLE MESSAGE SIGN PANEL	EA	3		\$0.00
630-80360	DRUM CHANNELIZING DEVICE	EA	20		\$0.00
630-80364	DRUM CHANNELIZING DEVICE (WITH LIGHT) (STEADY BURN)	EA	6		\$0.00
700-70010	F/A MINOR CONTRACT REVISIONS	FA	1		\$0.00
700-XXXXX	F/A RAILROAD DIRECTED ADDITIONAL COSTS	FA	1		\$0.00
700-XXXXX	F/A TREATMENT OF CONTAMINATED DEWATERING	FA	1		\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
SUBTOTAL OF CONSTRUCTION ITEMS					\$0
TOTAL CONSTRUCTION COST					\$0
TOTAL CONSTRUCTION COST (ROUNDED)					\$0

Exhibit 2.11.8

The General Terms and Conditions, Special Conditions,
Insurance Requirements, Exhibits, and Addenda (if any) in the
RFQ (RFQ-19-W.72nd Ave. - CMGC)

**REQUEST FOR QUALIFICATIONS**

RFQ #: RFQ-19-W. 72nd Ave.-CMGC

Title: Construction Manager/General Contractor Services for West 72nd Avenue – Kipling Street to Simms Street

RFQ Issued: 09/06/2019

Informational Meeting: 09/20/2019 9:00 a.m., Council Conference Room, 8101 Ralston Road

Question Deadline: 09/20/2019 4:00 p.m. local time
Questions and responses will be posted on BidnetDirect.com

Qualifications Due By: 10/04/2019 1:00 p.m. local time

Electronic Submissions must be submitted online at BidNetDirect.com by the above date and time.

Limit the # of separate submission documents, preferably to 1, and the company name must start the uploaded file name as these will be moved to a shared Team Drive for evaluation.

Late responses will not be considered.

For additional information, contact: **Nancy Allen, nallen@arvada.org**

Contact with the requesting department may result in Contractor disqualification.

Arvada Vision: We dream big and deliver.

Mission: We are dedicated to delivering superior services to enhance the lives of everyone in our community.

Values:

Innovation – We excel in creativity, flexibility and the use of best practices while valuing diverse backgrounds, ideas and perspectives.

Passion – We are a high performing, inclusive team inspiring each other to pursue excellence.

Opportunity – We value our diversity, embrace possibilities, face challenges, persevere and take action to deliver quality results.

Documents included in this Request:

Cover Page	page 1
General Terms and Conditions	page 2
Special Terms and Conditions	page 5
Insurance Requirements	page 6
Administrative Information	page 7
Scope of Work/Evaluation Criteria/Appendices	page 8-35
Submittal Forms and Checklist	page 36-39

GENERAL TERMS AND CONDITIONS

1. PAYMENTS TO CONSTITUTE CURRENT EXPENDITURES. Financial obligations of the City of Arvada, if any, after the current fiscal year are contingent on funds for that purpose being appropriated, budgeted and otherwise made available by the City Council for the City of Arvada. The City of Arvada's obligations under the Agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of the City of Arvada within the meaning of Article X, Section 20 of the Colorado Constitution.

2. TAXES. The City of Arvada is not subject to taxation. Contractor shall not invoice Arvada for any state, federal or local taxes whatsoever. Upon written notification by the City of Arvada, Contractor shall reimburse the City of Arvada in a timely manner for any taxes erroneously paid by the City of Arvada. The Colorado Department of Revenue, Certification of Exemption for Colorado State Sales/Use Tax account number for the City of Arvada is 98-01789-0000. An exemption certificate will be provided, where applicable, upon request.

3. NO INDEMNIFICATION BY ARVADA. The City of Arvada is prohibited by Article XI, Section 1, Colorado Constitution, from indemnifying anyone. Therefore, notwithstanding any provision in the response to solicitation or proposed contract, lease, escrow agreement or any other type of agreement to the contrary, the City of Arvada does not indemnify Contractor or anyone else under this Agreement.

4. INDEMNIFICATION OF CITY.

A. Contractor: Notwithstanding any provision in the response to solicitation or proposed contract, lease, escrow agreement or any other type of agreement to the contrary, Contractor agrees to investigate, defend, indemnify and hold harmless Arvada, its elected officials, officers, employees, agents, insurers, and representatives from and against any claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorney fees and other costs and expenses of litigation, which may be asserted against or incurred by Arvada or for which Arvada may be liable, arising from the negligence, willful misconduct, or other fault of Contractor or its employees, agents, or subcontractors in performance of the Agreement. Nothing herein is intended to constitute a covenant, promise, or agreement to indemnify and hold harmless Arvada from any liability or damages directly caused by or attributable to Arvada's own negligence. Nothing herein intended to be nor may be construed as a waiver of the immunities, protections, or limitations on damages provided to Arvada by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*, as it may from time to time be amended.

(or)

B. Architect, Engineer, Surveyor Services for Public Works Construction: Contractor agrees to hold harmless and indemnify Arvada, its officers and employees, from and against any liability or any claims, suits, or actions arising out of, made, or asserted for any damage to persons or property resulting from errors, omissions or fault of Contractor in connection with the performance by Contractor of obligations under this solicitation and any subsequent Agreement with Arvada. Nothing herein is intended to constitute a covenant, promise, or agreement to indemnify and hold harmless Arvada from any liability or damages directly caused by or attributable to Arvada's own negligence. Nothing herein is intended to be nor construed as a waiver of the immunities, protections, or limitations on damages provided to Arvada by the Colorado Governmental Immunity Act, C.R.S. §§24-10-101 *et seq.*, as it may from time to time be amended.

5. NO OPINION OF COUNSEL LETTERS. Pursuant to Section 8.1 of the Arvada City Charter, the City Attorney provides advice to the City Council and City Officials in matters relating to their official powers and duties, and will perform such other duties as City Council may prescribe by ordinance or resolution. The City Attorney will not issue opinion of counsel letters, memoranda or statements to third parties, including, but not limited to that any contract or lease is binding on the public entity, enforceable, etc.

6. OPEN RECORD REQUESTS. Notwithstanding any provision in the response to solicitation or proposed contract, lease, escrow agreement or any other type of agreement to the contrary, the City of Arvada is obligated to comply with the Colorado Open Records Act (C.R.S. §§24-72-101 *et seq.*), which may require the City of Arvada to disclose all or a portion of communications relating to the Agreement, or terms of same, or of any transaction under the Agreement, and other related matters. Contractor has been advised to familiarize itself with the Colorado Open Records Act. Therefore, any confidentiality provisions in the contract, lease, escrow agreement or any other type of agreement are subject to the provisions of the Act.

7. OWNERSHIP OF WORK PRODUCT. The originals of all plans, reports, studies, data, or other materials or information relating to the Work that are produced by Contractor shall be delivered to and become the property of Arvada. Contractor may retain copies of any originals; however, no plans, reports, studies, data, or other materials or information relating to the Work shall be released to any person or entity without the prior written consent of Arvada. Nothing in this clause is intended to affect Contractor's right to use generic know-how learned in the course of providing services under the Agreement for the future benefit of the City of Arvada or others.

8. ASSIGNMENT. Contractor shall not assign the Agreement without the prior written consent of the City of Arvada, which will not be unreasonably withheld, conditioned, or delayed. Contractor may assign the Agreement to any successor to the business of the party by merger, consolidation, or sale of assets. No assignment shall be permitted that enlarges any duty, responsibility or obligation of the City of Arvada, or that limits, curtails, or diminishes any right or privilege of the City of Arvada without the City of Arvada's express written consent.

9. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of the Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Arvada and Contractor and nothing contained in the Agreement shall give or allow any such claim or right of action to any other third party on the Agreement. It is the express intention of Arvada and Contractor that any person other than Arvada or Contractor receiving services or benefits under the Agreement shall be deemed to be an incidental beneficiary only.

10. INDEPENDENT CONTRACTOR. Contractor and Arvada hereby represent that Contractor is an independent contractor for all purposes hereunder. As such, Contractor is not covered by any worker's compensation insurance or any other insurance maintained by Arvada except as would apply to members of the general public. Contractor shall not create any indebtedness on behalf of Arvada.

11. SUBCONTRACTING. Contractor shall not subcontract any of its responsibilities without Arvada's prior written approval, which will not be unreasonably withheld, conditioned, or delayed. Contractor shall be responsible for any failure by any subcontractor or subcontractor personnel to perform in accordance with the Agreement or to comply with any duties or obligations imposed on Contractor under the Agreement to the same extent as if such failure to perform or comply was committed by Contractor or Contractor's personnel. Contractor shall be Arvada's sole point of contact regarding the services, including with respect to payment.

12. ILLEGAL ALIENS; PUBLIC CONTRACTS FOR SERVICES. To the extent that obligations and responsibilities may be established by C.R.S. §§8-17.5-101 *et seq.*, (as amended) (the "Act"), with respect to certain public entities and those contracting therewith as to the procurement of services:

- A. Successful Contractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement. Contractor confirms the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or Department Program (the "Program").
- B. Contractor is prohibited from using Program procedures to undertake pre-employment screening of job applicants while the Agreement is being performed.
- C. If Contractor obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:
 - (i). Notify the subcontractor and the City of Arvada within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - (ii). Terminate the subcontract with the subcontractor if within three (3) days of receiving the above notice the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the subcontract if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- D. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the department is undertaking pursuant to the authority established in the Act.
- E. Any provision of the Agreement to the contrary notwithstanding, if Contractor violates any provision of this Section, the City of Arvada may terminate the Agreement, without breach or default by the City of Arvada, and Contractor shall be liable for actual and consequential damages to the City of Arvada arising out of such violation.
- F. Contractor represents that, prior to executing the Agreement, Contractor has certified that at the time of the certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under this public contract for services and Contractor will participate in either the E-Verify Program or Department Program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services. By execution of this Agreement, Contractor shall be deemed to have renewed such certification.
- G. Contractor acknowledges its responsibility to comply with the certification requirement pursuant to C.R.S. §8-17.5-102(2)(b)(I) (as amended).

13. NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing contained in this or any of the exhibits attached thereto shall be construed as a waiver of any of the immunities, limitations, privileges, rights, procedures, or requirements contained in the Colorado Governmental Immunity Act, C.R.S. §§24-10-101 *et seq.*

14. RIGHT TO TERMINATE. The City of Arvada shall have the right to terminate, without cause, the Agreement. Any such termination shall not be considered a breach of the Agreement or any extension thereof. In the event of termination by the City of Arvada for convenience, Contractor will be paid for requested work performed up until the time of termination by the City of Arvada, not to exceed the total amount of the contract price agreed upon by the parties.

15. COMPLIANCE WITH ALL LAWS. All of the services performed under this Agreement by Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and State of Colorado, and with the charter, ordinances, rules and regulations of the City of Arvada.

16. WAIVER OF BREACH. A waiver by any party to the Agreement or the breach of any term or provision of the Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

17. GOVERNING LAW AND VENUE. Notwithstanding any provision in the response to solicitation or proposed contract, lease, escrow agreement or any other type of agreement to the contrary, the Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under the Agreement or for the enforcement of the Agreement shall be in the appropriate court for Jefferson County, Colorado.

18. FORCE MAJEURE. Any delays in or failure of performance by any party of his or its obligations under the Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party.

19. BINDING ARBITRATION PROHIBITED. The City of Arvada does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in response to the solicitation, or incorporated by reference, shall be null and void.

20. PARAGRAPH CAPTIONS. The paragraph captions in this solicitation or in the Agreement are set forth only for the convenience and reference of the parties and are not intended in any way to define, limit or describe the scope or intent of the Agreement.

21. BINDING AUTHORITY. Contractor represents and affirms that the signature page hereof accurately states the full legal name of Contractor (whether as a corporation, partnership, limited liability company, sole proprietorship, or other), contains all requisite signature(s) on behalf of Contractor, has been properly acknowledged by attestation, notary acknowledgment, or both, and in all other respects is effective to bind Contractor, in accordance with all applicable statutes, regulations, resolutions, rules, bylaws, agreements, or similar sources of authority or limitation.

22. EQUAL EMPLOYMENT OPPORTUNITY. Contractor shall not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, color, national origin or ancestry, religion, disability, age, sexual orientation, gender identity, veteran status, or any other basis prohibited by federal, state, or local law.

23. PREFERENCES IN EMPLOYMENT OF COLORADO LABOR. To the extent that obligations and responsibilities may be established by C.R.S. § 8-17-101 *et seq.*, as amended, with respect to certain public entities and those contracting therewith as to the procurement of services:

- a. Colorado labor shall be employed to perform eighty percent (80%) of the work.
- b. Any waiver of this requirement must comply with C.R.S. § 8-17-101 *et seq.*, as amended.

24. RETAINAGE REQUIREMENTS. Contractor agrees to submit monthly invoices together with any retainage requirements as prescribed by Colorado state statutes (see e.g., C.R.S. §§24-91-101 *et seq.*). Payment from Arvada will traditionally be paid NET (15) days but no later than NET thirty (30) days. Invoices will accurately reflect actual work completed by Contractor.

SPECIAL TERMS AND CONDITIONS

1. TERM OF CONTRACT. The contract shall commence on the date determined in the final negotiated agreement. The Contract may also include the option for contract renewals following the initial one (1) year period, up to five (5). Continuation of the contract beyond the initial period is a City prerogative and not a right of the Contractor. Unless otherwise notified in writing, the option period shall become automatic at the end of the original period. The prices or discounts quoted in this Solicitation shall prevail for one year from the effective date of the contract. During the option period(s), the City may consider an adjustment to pricing. For consideration, the Contractor must document that it was subject to a price adjustment by the product manufacturer or a direct wholesale supplier. Any price adjustments shall not exceed the amount being passed on.

2. CONTENTS OF OFFER. Contractors are required to submit offers with the following conditions:

- 1) Contractors shall make all investigations necessary to inform themselves of the facilities affected by the delivery of products and services required by the Solicitation.
- 2) Any official interpretation of the Solicitation may only be issued by an authorized agent of the City. The City shall not be responsible for other interpretations offered by employees not authorized.
- 3) The City shall issue Addenda if substantial changes are required which may impact the content and submission of Offers. A copy of such addenda will be publicly posted with the original RFQ posting.
- 4) The apparent silence or omissions within this Solicitation regarding a detailed description of the materials or services shall be interpreted to mean that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be provided.

3. CLARIFICATION AND MODIFICATIONS. The contract resulting from this solicitation will be subject to the Solicitation materials, City Ordinance, State and Federal Statutes. When conflicts occur, the highest authority shall prevail. Contractors are required to indicate any variances to the terms, conditions, requirements and specifications of this Solicitation; no matter how slight. If variations are not stated in the Contractor's Offer, it shall be agreed that the Contractor's Offer fully complies with all conditions identified in this Solicitation.

4. CONFIDENTIAL DOCUMENTS. Contractors may designate specific pages or sections within their submission as trade secret or confidential commercial information or as otherwise protected by law ("Confidential Information"). Documents and data that are considered Confidential Information shall be clearly marked as such and separated from the rest of the solicitation submission documents. Comingling is not acceptable. The City does not favor blanket assertions of Confidential Information. Please note that blanket assertions that merely classify and/or broadly claim information is confidential are insufficient as a matter of law. See, *International Brotherhood of Electrical Workers Local 68 v. Denver Metropolitan Major League Baseball Stadium District*, 880 P.2d 160 (Colo.App. 1994). Any information that will be included in any resulting contract cannot be considered Confidential. Under no circumstances may submission pricing information be considered Confidential. In the event a formal contract is entered into with the City and a portion of the Proposal/Response carries a designation indicating the Contractor believes it is Confidential Information, then the City agrees that it will use its best efforts to forward any request for the disclosure of the Confidential Information to the Contractor. By its submission of the Proposal/Response, Contractor agrees to promptly respond to the request for disclosure with any objections and reasons therefor in accordance with the Colorado Open Records Act C.R.S. §§24-72-101 *et seq.* and any other applicable law. Further, Contractor agrees to assume the obligation to defend, hold harmless, and indemnify the City in any legal proceeding that arises from non-disclosure of documents or data pursuant to the Contractor's objection.

5. ORGANIZATIONAL CONFLICTS AND INELIGIBLE FIRMS. The Contractor will include a full disclosure of all potential organizational conflicts of interest in the SOQ. By submitting its SOQ, the Contractor agrees that, if an organizational conflict of interest is thereafter discovered, the Contractor will make an immediate and full written disclosure to the Owner that includes a description of the action that the Contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the Owner may at its discretion, cancel the contract.

If the Contractor was aware of an organizational conflict of interest prior to the contract and did not disclose the conflict to the Owner, the Owner may terminate the contract for default. No firm that is ineligible for Federal or State contracts may be part of any team. Each Contractor is responsible for determining eligibility of its team members.

INSURANCE REQUIREMENTS

The following listed insurance requirements shall be carried by the selected Contractor for the preconstruction phase of the contract - additional insurance requirements will be required for the construction phase of the contract. Applicable requirements for this solicitation are identified by completed check boxes.

1. ☒ **Commercial General Liability**, written on an occurrence form, for limits not less than \$1,000,000 for bodily injury and property damage for each occurrence and not less than \$2,000,000 aggregate. Coverage shall include premises and operations liability, blanket contractual, broad form property damage, products and completed operations and personal injury endorsements.
2. ☒ **Workers' Compensation and Employers Liability** as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$100,000 each accident/disease and \$500,000 aggregate.
3. ☒ **Automobile Liability** for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include owned, non-owned and hired automobiles.
4. ☒ **Umbrella Liability** of \$5,000,000, following form to the Commercial General Liability.
5. ☐ **Builders Risk or Course of Construction** Purchased by contractor to cover physical damage to property in construction or rehab. Contractors will ensure that City and subcontractors will be covered as additional insureds, excluding their own machinery, tools and equipment.
6. ☐ **Professional Liability** Professional Liability insurance in an amount of not less than One Million Dollars and No cents (\$1,000,000.00) per occurrence, covering the professional work contemplated under this proposal. The coverage shall have an extended reporting period of three (3) years following the date of substantial completion of the work for reporting of claims.
7. ☐ **Pollution Legal Liability Insurance** for limits not less than \$1,000,000 per occurrence (or claims made) and not less than \$1,000,000 aggregate for bodily Injury, personal Injury and property Damage.
8. ☐ **Privacy/Network/Cyber Liability Insurance** for limits not less than \$1,000,000 for any firm providing product or services associated with IT, software, communication, or network.

Additional Insurance Requirements:

- Contractor will be required to, at its own expense, keep in full force and effect during the term of the Agreement, and during the term of any extension or amendment of the Agreement, insurance reasonably sufficient to insure against the liability assumed by Contractor pursuant to the provisions of the solicitation sent by the City of Arvada or as determined by the City of Arvada Risk Manager.
- Issuance of a Purchase Order/Contract is contingent upon the receipt of the insurance documents. Work shall not commence before this requirement is met. If the Contractor fails to submit the required insurance documents within fifteen (15) calendar days after notice to submit such policies is given to the Contractor by a City representative, the Contractor may be in default.
- Except for Workers Compensation, Employer's Liability insurance, Automobile Liability and Professional Liability insurance, the City of Arvada must be endorsed as an additional insured on a Certificate of Insurance.
- All coverage must be written with carriers holding a minimum A.M. Best rating of A:-VII, and authorized to do business in Colorado. Coverage shall be primary, and any insurance held by the City of Arvada is excess and non-contributory.
- The City, through its Risk Manager, reserves the right to require additional insurance coverage and other requirements.

ADMINISTRATIVE INFORMATION

1. PURPOSE - TO ESTABLISH A CONTRACT:

The purpose of this Request for Qualifications is to provide Contractors with sufficient information regarding the City's needs in order to establish a contract with the City. RFQ documents must be received by the date and time established in this solicitation. Once the deadline has passed, documents will not be accepted and will be returned to the Contractor. Submitted documents are proprietary working documents offered by prospective Contractors and, as such, are not subject to public inspections until an award is made.

2. PREPARATION AND SUBMISSION

A. Offers will be prepared as follow:

- 1) Contractors will not knowingly participate in solicitations where there exists a conflict of interest with their firm and a member of City staff or their immediate family.
- 2) The only authorized version of this Solicitation and addenda is available at WWW.BIDNETDIRECT.COM. Registration is available to receive email notification of new solicitations, addenda and communications.

3. REJECTION OF OFFERS

A. The City may reject an offer, in whole or in part, for reasons including, but not be limited to:

- 1) The Contractor misstates or conceals any material fact in its SOQ;
- 2) The Contractor's Offer does not strictly conform to the law or requirements of the Solicitation;
- 3) The Offer expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Special Conditions;
- 4) The Offer does not include documents which are required for submission with the Offer; or
- 5) The Offer has not been executed by the Contractor through an authorized signature.

B. The City may, at its sole and absolute discretion:

- 1) Reject all or parts of Offers submitted by prospective Contractors;
- 2) Re-advertise this Solicitation;
- 3) Postpone or cancel the Solicitation;
- 4) An Offer may not be accepted from, nor any contract be awarded to, any person or firm which
 - a) is in arrears to the City for any debt or Contract, or is a defaulter as surety for any obligation to the City.
 - b) has failed to perform faithfully any previous contract with the City, State or Federal governmental for a minimum period of one (1) year after this previous Contract was terminated for cause.
 - c) has pending litigation against the City on the date and time that the Solicitation is due.

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1. SCOPE OF WORK AND PROJECT INFORMATION

1.1. GLOSSARY OF TERMS

Construction Agreed Price (CAP): The maximum amount for which all Work required for each Construction Phase shall be accomplished (including the CMGC Management Price Percentage).

Contractor's CMGC Preconstruction Services Fee: The lump sum amount to be paid by the Owner to the Contractor for work performed by the Contractor through the Design Phase, which is equal to the amount of the fees and costs for administrative costs, overhead and profit, including, but not limited to, all resources needed to perform the duties described in the RFQ.

CMGC Management Price Percentage: The fee percentage to be applied to all long lead time procurement CAP and construction CAP proposals equal to the amount of profit, overhead, and construction general conditions.

Design Consultant: Muller Engineering Company, Inc. and its team of subconsultants.

Fixed Limit of Construction Cost: The dollar amount available for the total cost for performance of all CAPs as designed or specified by the Owner.

Independent Cost Estimator (ICE): The designee of the Owner tasked to perform the independent check of unit prices and overall construction costs at each design milestone.

Opinion of Probable Construction Cost (OPCC): The cost to complete the Work for a long lead time procurement or a Construction Phase. This cost includes all labor, materials, equipment, bond premiums, and actual costs of procurement or construction that the Contractor will use for the duration of such long lead time procurement or Construction Phase to complete the Work. Each OPCC shall be produced in an open book process throughout the Design Phase of the Project so that the Owner, the Design Consultant, and the ICE can make accurate assumptions, calculate prices, and determine the amount of risk in the Project.

Owner: City of Arvada and/or its designee (Owner's Representative)

Risk Register: A listing of risks and opportunities, risk assessments, and an evaluation of mitigation and responsibility for those risks.

Rough Order of Magnitude (ROM): An estimation of a project's level of effort and cost to complete. A ROM estimate takes place very early in a project's life cycle and is used to validate design decisions and decide between various design options.

1.2. SCOPE OF THIS RFQ FOR CMGC SERVICES

The City of Arvada (the "Owner") is soliciting CMGC preconstruction services for the reconstruction of West 72nd Avenue – Kipling Street to Simms Street (the "Project"). The Project includes a grade separated crossing of the Union Pacific Railroad (UPRR). The Contractor will provide preconstruction phase Construction Management (CM) services and will have the opportunity to be the General Contractor (GC) during the construction phase. However, the construction phase contract is not necessarily guaranteed, and is dependent on a successful CAP negotiation.

The current scope of work reflects an approach based on the known Project goals and risks. One selection factor used in determining the successful Contractor will be their ability to analyze Project goals, evaluate work elements, assist in risk management, and formulate a Statement of Qualifications. This process may produce new approaches or modify the Project work elements. The final scope of work for the Project will evolve based on input from various sources including the Owner, Consultants, Contractor, and stakeholders.

The Contractor will partner with the Design Consultant, the Independent Cost Estimator (ICE), and the Owner as a member of the integrated design team. The Contractor will provide input on schedule,

construction phasing, constructability, risk, and construction cost throughout the preconstruction phase of the Project.

The Contractor's tasks during the preconstruction phase include, but are not limited to:

- Participate in a project open house – anticipated to be held in mid-November 2019
- Review the current set of 30% design plans and other documents and reports, and provide feedback based on parameters listed below
- Participate in the planning design and construction schedule to meet the project goals in section 1.2
- Provide constructability and construction schedule feedback at each milestone deliverable. Those deliverables are as follows:
 - o 60% Railroad plans
 - o 90% Design and railroad plans and spec package
 - o 100% Design and railroad plans and spec package

Design Review:

- Thoroughly review all current plans, specifications, reports, diagrams, shop drawings, as-built plans, site conditions, utilities, and all other necessary project documentation to provide design validation from a construction expertise perspective.
- The Design Consultant, ICE, and Contractor shall independently calculate quantities for verification purposes of construction packages. Final quantities will be determined based on an analysis of Contractor and ICE estimates.
- Provide constructability input on all facets of the Project including, but not limited to:
 - o Groundwater control and dewatering
 - o Accelerated bridge construction techniques
 - o Bridge types and retaining wall types
 - o Pavement recommendations to get the best value, maximize scope and for traffic control/phasing. Review pavement design reports and perform life cycle cost analysis for alternative pavement designs.
 - o Construction phasing approach and methods of handling traffic
 - o Providing feedback on schedule and accelerated project construction spending to meet the Owner's bond requirements
- Provide written reviews of reports and details/redlines of the Project plans and specification packages at Project milestones. Review comments should be related to constructability; traffic phasing; clarifications; design plan and specification errors, omissions or conflicts; effect on schedule; effect on cost; risk identification; or value engineering suggestions and recommendations.
- Work with design team to make determinations if early procurement (long lead-time procurement (LLTP)) packages for materials are viable and cost effective, have the potential to reduce the construction schedule and provide an overall benefit to the Project. Procurement of these materials may be by the Owner or the Contractor ahead of construction.
- Work with the design team to make determinations if early construction packages are viable, cost effective, have the potential to reduce the construction schedule and overall provide a benefit to the Project.
- Provide feedback for appropriate level of plan detailing to complete construction.
- Actively participate in discussions to study and recommend ideas for design options as it pertains to constructability, innovation, value and quality.
- Given that Right-of-Way (ROW) acquisition will likely be a critical path item, work has already begun to acquire ROW at unavoidable parcels. However, the Owner will be looking for feedback from the Contractor to identify any other strategic properties, ROW or easements that might further benefit the project. Provide feedback on strategic locations for stockpiling and staging areas based on construction phasing, work areas, and construction packaging.
- Based on construction package complexity, additional milestone reviews may be required.
- Feedback from design reviews should be provided within two weeks of a submittal. There will be other feedback on design during the course of the preconstruction phase that will also require response feedback in order to keep items moving.

Cost Estimating:

- Ongoing Tasks
 - To help inform decisions, the Contractor shall provide real-time rough order of magnitude (ROM) cost estimating as design concepts are being developed and evaluated throughout the CMGC process. This may include:
 - Evaluating means and method of various construction techniques that may influence design solutions with considerations of cost and schedule impacts.
 - Evaluating industry standard operating and maintenance costs to determine life-cycle costs.
- Tasks at Milestones
 - Provide construction cost estimates at milestones that include the following activities:
 - Item identification that is compatible with City of Arvada and Colorado Department of Transportation's (CDOT's) cost estimating, standards, and specifications.
 - The Contractor shall submit an Opinion of Probable Construction Cost (OPCC) at 30% (the current design level at the time of this RFQ), 60%, and 90% milestones for each package. Additional OPCCs may be required at the request of the Owner if package complexity indicates an added benefit, or work is added to the Project. An additional OPCC may also be required before the CAP if the Project team agrees on its necessity before the CAP proposal request. Analysis should include availability of labor, equipment, and materials. To facilitate comparisons with ICE estimates, both Contractor and subcontractors cost estimates will be included in an open book review.
 - The Contractor shall submit a CAP proposal when both the Contractor and the Owner agree the design has progressed to the appropriate level, typically at 90%.
 - Quantity reconciliation will be required with the Design Consultant and the Owner. This may include verification of means and methods between Owner, Design Consultant, and ICE.
 - The Contractor shall submit CAP proposals and Electronic Bid Submittals (EBS) once a CAP has been accepted.
 - The Owner may request the Contractor submit a CAP on early construction packages or for the procurement of long lead-time procurement items.

Schedule:

- Provide continuous schedule validation for construction package schedules, overall Project schedule, and schedule analysis for impacts of concurrent construction packages (if proposed).
- Prepare preliminary construction schedules and phasing alternatives at each preconstruction milestone to validate deadlines and help develop Project delivery strategies.
- Continually compare and validate construction schedules with ICE.

Risk:

- Lead quantitative and qualitative risk management discussions with the Project team to identify risks, develop mitigation strategies, and assign risk responsibility.
- Set risk meeting frequency and prepare and update the Project Risk Register.
- Collaborate with the Project Team to develop a Risk Management Plan, perform risk assessments, and prepare and update the Risk Register.

Meetings:

- Participate in the Project Scoping Workshop, Project Milestone Meetings, CAP negotiations (LLTP and Construction), recurring Project level status meetings (assume bi-weekly), and any other meetings throughout preconstruction as agreed upon.
- The Project Scoping Workshop will cover at a minimum the following items:
 - Introduction to the Project, CMGC partnering session, Project stakeholder engagement, roles and responsibilities identification. Subcontractors performing major and high-risk work items should be in attendance.
 - Team will review Project status, goals, objectives, funding, preliminary preconstruction schedule, etc.

- o Contractor to bring an Initial Schedule to review and at a minimum include the following milestones: 30%, 60%, 90%, design review meeting dates, cost model review meeting, and CAP negotiation dates.
- o Review and finalize scope of work and schedule for the potential early construction package.
- o Contractor to provide initial cost model and development of risk register for team to work with Contractor to continue development of Project risk table and plan.
- o Review of relevant plans, specifications, and reports.
- o Set up Project Level Status Meeting frequencies and initiate working groups (if needed) for various elements of the Project, i.e., bridge working group.
 - Progress meetings may include project management meetings, design meetings, discipline/specialty meetings, stakeholder meetings, and public meetings.
- o Collaborate to establish a Project Document Control Plan.
- o Develop Communication Plan and Escalation Ladder.
- o Team may choose to visit Project site.
- The Contractor should be prepared to participate in Value Engineering (VE) throughout the project, as well as at agreed upon milestones deliverables. At the VE workshop(s) the Contractor will coordinate estimating tasks; and bring in multidiscipline cost/construction experts to evaluate alternative designs, systems, and materials.
- The Contractor will participate in Project Goals and Tracking Meetings to analyze how Project progress and decisions are aligning and tracking with Project goals. Items of focus include priorities, commitments, approach, scope, schedule (including long lead items, permits, ROW acquisition, phasing, etc.), risk, and cost reasonableness.

Deliverables:

The Contractor will develop and produce the following deliverables:

- Subcontractor Selection Plan
- Quality Control Plan
- Material Sourcing Plan
- Worker and Public Safety Plan
- Risk Management Plan
- Innovation Tracking and Performance Report
- Procurement Review Report for each LLTP CAP if required.
- Provide monthly invoices and project reports to support payment of preconstruction CM services.
- Provide a list and narrative of value added items that the Contractor has contributed by performing this Project under the CMGC process prior to each CAP negotiation.

The Contractor shall ensure all environmental, safety, and permit commitments that are specified in the plans, specifications, and contract documents are implemented during construction if CAP proposals are accepted by the Owner.

If negotiations for a final construction price and the schedule are not successful, the Owner reserves the right to advertise the Project for open bid. In this case, the Contractor shall be compensated for its pre-construction services up to this point per the CMGC services contract and the Owner will have no further contractual obligations to the Contractor.

1.3. PROJECT GOALS

This project will:

- Need to create a project approach to expend 85% allocated funding by February 26, 2022.
- Provide strong communication and public outreach for upcoming and ongoing construction activities. Being respectful of traveling public and broader community is a high priority for the City of Arvada.
- Commit to the CMGC process by engaging the right team members at the right time to proactively problem solve, reduce risk, streamline design, and construct a successful Project.
- Create a collaborative and transparent team culture that engages in open conversation regarding project delivery (i.e. risk, constructability, reviews, material procurement, cost model, ROW acquisition, schedule, and third-party issues) throughout preconstruction and construction.

- Strategically phase work by identifying work areas and construction packages to minimize disruption to the traveling public, while balancing schedule and cost.
- Utilize innovation to maximize scope, provide best value, and not exceed the Fixed Limit of Construction cost.

1.4. PROJECT DESCRIPTION/SCOPE OF WORK

Project Background:

W. 72nd Avenue is a major east-west arterial in the City of Arvada carrying over 15,000 vehicles per day at the current at-grade railroad crossing. Over the last two decades the majority of W. 72nd Avenue has been widened to a median-separated four-lane roadway. The City's Transportation Plan calls for a four-lane roadway from McIntyre Street east to the City of Westminster. One of the primary constraints to the completion of this roadway is the at-grade crossing at the UPRR, approximately 0.3 mile west of Kipling Street. The purpose of this project is to design and construct the improvements on W. 72nd Avenue between Kipling Street and Simms Street, including a new grade separated crossing (underpass) of the UPRR. The roadway template consists of a four-lane arterial parkway roadway template according to the City of Arvada Engineering Code of Standards and Specifications and consistent with the existing roadway template to the east of Kipling Street.

The project limits are from approximately Swadley Court to Kipling Street, a distance of about 6,100 feet or 1.16 miles. Full-width improvements are anticipated between Simms Street and Kipling Street. On the west end of the project, a width transition to the existing two-lane section will occur between Swadley Court and Simms Street. On the east end, a transition will occur between Lee Court and Kipling Street to match the full W. 72nd Avenue section at Kipling Street. The project also includes improvements to Oak Street from W. 72nd Avenue south to Parfet Street, closure of Miller Street north of W. 72nd Avenue, and modifications to the intersections at W. 70th Drive, Quail Street, Simms Street, Pierson Court and Lee Court.

Numerous utilities will be impacted by the project, including storm sewer, sanitary sewer, water lines, gas lines, irrigation ditch laterals, overhead electric, potential underground electric, and multiple communications lines. Relocation and/or replacement of existing wet utilities are included as part of the project, and relocation of dry utilities will be coordinated with and performed by the respective utility owner, including conversion of overhead utilities to underground.

The UPRR portion of the project will include final design and construction of a new bridge over depressed W. 72nd Avenue (and associated retaining walls) and a temporary railroad shoofly within the existing railroad right-of-way from approximately 1,200 feet southeasterly of 72nd Avenue to 1,200 feet northwesterly of 72nd Avenue (measured along the railroad alignment). Preliminary plans were completed in November of 2017 by Muller Engineering Company for W. 72nd Avenue between approximately Kipling Street and Oak Street. At that time the project did not have funding to complete the design and construction for the corridor. In 2018 City Council approved the project to be added to the November 2018 ballot for approval by the Citizens to bond the design and construction of the corridor between Kipling Street and Simms Street. This bond measure was approved by the voters in 2018.

Project risks have been identified as:

- Schedule and substantial completion - expend 85% of allocated funding by approximately February 26, 2022
- Construction cost fluctuation
- Project duration uncertainty
- Traffic phasing
- Environmental clearance
- Floodplain impacts at Leyden Creek
- Water control and dewatering
- Coordination and railroad work with the UPRR
- Approval time frames

- Design changes to bridge that would increase approval time frames
- Shoofly construction
- Associated permits and clearances related to the UPRR
- Right-of-way acquisition
- Utilities
- Storm sewer construction and water quality location from the location of the proposed underpass
- Coordination with other major projects and stakeholders
- Industry resource availability

1.5. PROJECT FUNDING

The source of funding for this Project is a bond measure that was approved by City of Arvada voters in November 2018. This bond measure secured funding for the full scope of this project, including design, right-of-way acquisition and construction.

1.6. PROJECT DURATION

As previously outlined, 85% of the bond funding must be allocated by February 26, 2022. The entire project, including design and construction, requires completion by approximately February 2024. The current preconstruction design schedule shows construction beginning in 2020; however, this may vary depending on the Contractor's input on phasing of design and construction.

1.7. PROJECT ADMINISTRATION

City of Arvada Primary Point of Contact and Project Manager:

Derek T. Webb, P.E.
Civil Engineer IV
8101 Ralston Road
Arvada, CO 80002
720-898-7746
dwebb@arvada.org

1.8. PROJECT COORDINATION

Routine Working Contact:

The routine working contact will be between the Owner, Design Consultant, and CM staff. The Owner will have a Construction Manager that will work closely with the Contractor's PM.

Project Manager Correspondence/Communication Requirements:

Project Managers are expected to communicate relevant contacts, coordination efforts, conversations, and emails where important Project information is discussed.

Coordination

- The Contractor shall partner with the Design Consultant and the Owner's project manager as part of the design team. The Owner's Project Manager shall be included in all coordination.
- The following groups will be part of a partnership for the project and will be required to coordinate with each other:
 - Project Design Consultant and any Sub consultants
 - CMGC Contractor and any Subcontractors
 - Independent Cost Estimator
 - Stakeholders or Stakeholder Groups
 - o Arvada Police Department
 - o Arvada Fire Protection District

- o Ditch Companies, including the Farmers' High Line Canal and Reservoir Company and its laterals/users
- o Potential land developers within the project corridor
- o Jefferson County Public Schools
 - Oberon Middle School
 - Lincoln Academy Charter School
- o Union Pacific Railroad
- U.S. Army Corps of Engineers (USACE)
- Colorado Parks and Wildlife (CPW)
- U.S. Fish and Wildlife Service (USFWS)
- Colorado Department of Public Health and Environment (CDPHE)
- Union Pacific Railroad
- Utility Providers
 - o City of Arvada
 - o Jefferson County Public Schools
 - o Xcel Energy
 - o CenturyLink
 - o Comcast
 - o MCI
 - o Zayo

1.9. FIXED LIMIT OF CONSTRUCTION COST

The Fixed Limit of Construction Cost is the estimated portion of the Project budget allocated for the construction phase of the Project that includes all construction contract amounts for all construction packages for the Project. Each construction contract amount includes the total actual price of construction, the CMGC Management Price Percentage applied to each construction item, and all Contractor indirect, force accounts, and risk pools that are associated with the construction of all elements of the work designed or specified by the Design Consultant.

The CMGC Management Price Percentage is defined in Section 2.9. The Fixed Limit of Construction Cost for this Project to be paid to the Contractor is up to **\$52,720,000**.

1.10. PROJECT CONSTRUCTION SCHEDULE

Project Milestones are shown below:

- The Owner understands that it may be advantageous to develop multiple separate construction packages in order to complete construction in the corridor. Specific limits of construction or scope of these packages is not currently known, but will be developed in collaboration with the Owner, Contractor and Design Consultant.
- Each construction package will be severable; will have specific beginning and end points; and will have independent overhead, mobilization, traffic control, and project costs. Each package will include provisions for liquidated damages, incentive/disincentive, and roadway users costs as appropriate.

The Contractor must work and communicate with Project stakeholders before and during construction. Impacts to traveling public must be minimized and is a high priority consideration in determining daily working time schedules that may be allowed.

Notable construction constraints to be considered for the Project:

Utility Relocation

- o Relocation of electric feeder and distribution overhead electric lines will be required along the corridor. These lines are to be relocated underground by Xcel Energy. It is anticipated that individual overhead electric services will not be undergrounded as part of this project, and poles for overhead services may need to be reset or replaced.

- o Multiple fiber optic facilities, cable and telephone lines on the overhead poles will need to be relocated and undergrounded by the utility companies.
- o The City of Arvada has fiber optic conduit that currently terminates near Routt Street that will need to be extended east to the terminus of another conduit at Lee Court.
- o Irrigation Ditches – Laterals off the Farmers' High Line Canal will be rerouted and piped.
- o The City of Arvada has waterlines throughout the corridor that may be impacted as part of construction.
- o The City of Arvada has a sanitary sewer lines throughout the corridor that may be impacted as part of construction.
- o Xcel has a 6" gas line that will have various impacts throughout the project and will need to be relocated outside the area of the proposed underpass.

Right-of-Way Acquisition

- o There are a large number of properties along the project corridor that front or back W. 72nd Avenue. Approximately 80 parcels, most of which are residential and some commercial, will require fee simple, temporary construction easement, and/or permanent easement acquisitions as part of the project.
- o Right-of-way acquisition has already begun with several key properties along the corridor. Structures on several of these properties will be demolished prior to construction under a separate contract. These key properties include the following:
 - 10355 W. 72nd Avenue: Full acquisition, structure demolition
 - 10325 W. 72nd Avenue: Full acquisition, structure demolition
 - 10255 W. 72nd Avenue: Partial acquisition
 - 10225 W. 72nd Avenue: Partial acquisition; Temporary Construction Easement
 - 10101 W. 72nd Avenue: Partial acquisition; Temporary Construction Easement
- o A major stakeholder along the project is the Union Pacific Railroad. Work in their property will require a completed construction maintenance agreement.

Floodplain Permitting

- o There is work on the west side of the project within the Leyden Creek floodplain boundary; however, this work is not assumed to require a CLOMR.
- o If a CLOMR becomes required, this can take up to 6 months to a year to complete.

Upon contract award, the Contractor will create a construction Baseline Schedule based on the most current documents available with input from the Owner and the Design Consultant. The Contractor may elect to use Microsoft Project or Primavera at their discretion so long as the schedule is maintained in the same format throughout the duration of the Project by the Contractor. After the Baseline Schedule is created, the Contractor will be required to submit updated schedules monthly, after any significant change to the Project, and otherwise as directed by the Owner.

1.11. PRELIMINARY DOCUMENTS AND DRAWINGS

This RFQ will contain all plans and reports that are currently available for this project. Many of these documents are at a Draft or Preliminary level of development. The use of these files is purely at your own risk and for your own benefits and is not presented by the Design Consultant or the Owner with any warranty towards any accuracy or quality.

1.12. SPECIFICATIONS

The Owner and Design Consultant will identify the specifications that will govern each component of the project. The Project team will develop the project special and standard special provisions that will take precedence over any standard specifications and the plans. The specifications may include a combination of the current City of Arvada Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements, the current CDOT Standard Specifications for Road and Bridge Construction and any applicable railroad specifications.

1.13. REQUIRED PERCENTAGE OF WORK

The Contractor must perform the preconstruction CM services work valued at not less than 75% of the total work, excluding specialized services, with its own staff. Specialized services are those services or items that are not usually furnished by a contractor or Joint Venture performing the particular type of service contained in this RFQ.

For any awarded construction, the Contractor must perform work consistent with the requirements of the Owner and the UPRR.

1.14. PROJECT COMPUTER SOFTWARE REQUIRED

The Contractor shall utilize the most recent Owner adopted software. Latest version is defined as the version in use and agreed upon at the beginning of the Project. The version may not need to be upgraded during the Project duration. The primary software used by the Owner and its design consultant team is as follows:

- o Estimating: Microsoft Excel
- o Scheduling: Microsoft Project or *Primavera* (latest version)
- o Specifications: Microsoft Word
- o File Sharing: ProjectWise (latest version) if the project team decides to utilize this software - Design Consultant will host.
- o CADD: MicroStation and InRoads (latest version). The Owner uses AutoCAD Civil 3D. All files will need to be saved down following final deliverables.

1.15. REQUIRED AVAILABILITY OF KEY PERSONNEL

Listed Key Personnel in the Project Management Team / Contractor Capability section of the SOQ constitutes an agreement by the Contractor to make the personnel available to complete work on the contract at whatever level the Project requires. Modifications to the Contractor's Team or Key Individuals and other personnel listed in the Contractor's Project Management Team shall be approved by the Owner's Project Manager. If a Key Person is to leave the team, resumes for a minimum of three replacement candidates must be provided to the Owner's Project Manager for review and selection; the Owner reserves the right to interview the replacement candidate(s). Examples of possible justification for modification of the Key personnel include changes in employment status, bankruptcy, inability to perform, organizational conflict of interest, or other such significant cause.

In order to secure the Owner's approval prior to the contract, a written request shall be forwarded to the Owner's Project Manager. The request shall include a) the nature of the desired change, b) the reason for the desired change, and c) a statement of how the desired change will meet the required qualifications for the position/responsibility. No such modification will be made without prior written approval from the Owner's Project Manager.

1.16. COMPENSATION FOR CMGC PRECONSTRUCTION SERVICES

The Contractor will be paid a total lump sum amount of **\$530,000** for CMGC Preconstruction Services during the Preconstruction Phase. Monthly payments will be paid per invoice as work progresses based on percent of preconstruction completion with agreement of the Owner's Project Manager. Scope for these services is outlined in this RFQ and includes but is not limited to deliverables, innovations, meetings, scheduling, cost estimating, and risk registers. If additional services are requested, additional fee could be negotiated to minimize Contractor and Owner risk, including but not limited to geotechnical investigations, survey, test sections, utility test holes, etc.

1.17. EXPLANATION OF CONSTRUCTION AGREED PRICE (CAP)

The Construction Agreed Price (CAP) is the amount that will be incorporated into the standard GC Construction Project Contract for Construction Services.

The CAP is the sum of the direct Cost of Construction and the CMGC Management Price Percentage for a specific construction package. The Owner and the Contractor will refine the Cost Model, consisting of bid items, quantities, risks and assumptions for the construction package, through a series of Cost Model meetings.

The Contractor will propose a CAP and if necessary, the Owner and the Contractor will negotiate the direct Cost of Construction for that package to agree on a final CAP. Payment for the construction of the Project will be based on a Schedule of Bid items as per the CDOT Standard Specifications for Road and Bridge Construction (latest version).

The Owner anticipates requesting CAP proposals when both the Contractor and the Owner agree the design has progressed to the appropriate level, typically at 90%. The Contractor shall submit CAP proposals and Electronic Bid Submittals (EBS) once a CAP has been accepted. Multiple CAPs may be developed and accepted during the design and construction phases of this Project. The Owner reserves the right not to award any parts(s) or all of the Construction Services and bid/award some or all of the construction work separately. The Contractor shall deliver to the Owner a proposed CAP and CAP Supporting Documents at any appropriate milestones identified at the Project Scoping Workshop for an appropriate LLTP or construction phase.

Except for change orders, agreed overrun items and agreed upon risk pool items approved by the Owner, a CAP will not be increased. The Contractor assumes all risk with performance of the bid items, including management of its subcontractors, suppliers, and any associated cost impacts over and above a CAP not listed as overrun items in the construction specifications or agreed to as risk pool items in the executed Risk Register. A CAP proposal can be offered and negotiated three times. After the third and final attempt at a CAP negotiation, the Owner reserves the right to prepare the plans, specifications, and estimate package for advertisement for bids to other contractors. The Contractor will not be allowed to bid.

The Contractor will be expected to develop a baseline cost where risk will then be assigned and identified to determine an appropriate risk pool. The Owner will then review and accept the risk and shared risk contingency pools with the Contractor during the preconstruction phase that, if adopted, would be incorporated into a negotiated CAP. The purpose of the contingency risk-sharing pool is to develop a budget for items foreseen at the time of negotiating a CAP, but not detailed enough for itemized pricing. Any and all items fitting this category will be identified separately in a CAP and will be monitored for progress and cost. The actual process will be negotiated as part of the CMGC construction contract. If the risk is not realized, and the team is performing well, the risk pool may be repurposed to add scope (possibly in another package) to the Project, not to exceed the Fixed Limit of Construction.

In developing this shared risk contingency pool, the Owner may agree to share cost savings in construction (not attributed to any reduction in the scope of work or reduction in operating performance for the corridor) that may occur after a CAP has been negotiated with the Contractor and as agreed to in the executed Project Risk Register.

1.18. PUBLIC INFORMATION

The W. 72nd Avenue corridor is a highly traveled route not only within the City of Arvada, but to several connecting Cities. Commuters, the residents, and businesses in the corridor have a vested interest in the construction impacts of the Project. The Contractor's Public Information Manager (PIM) will be expected to execute communication needs for this Project with a variety of audiences in the corridor including the Owner's Communication Manager, residents, business owners, the traveling public, tourists and others.

The Owner will be responsible for the Public Information Officer (PIO) from design through the completion of CAP negotiations; the Contractor will be responsible for PIO once CAP negotiations are complete through the duration of construction. This work consists of providing regular and continuous communications services throughout the duration of the Project including community and stakeholder outreach as well as media support.

2. CMGC STATEMENT OF QUALIFICATIONS REQUIREMENTS AND INSTRUCTIONS

2.1. STATEMENT OF QUALIFICATIONS GENERAL INFORMATION

This RFQ is a three-phase procurement that includes a Statement of Qualifications, a short listing of contractors by the Selection Panel, and an interview. The Owner intends to shortlist a maximum of three Contractors; however, this may vary at the discretion of the Owner if the preliminary results warrant. At the interview, contractors will be required to submit a CMGC Management Price Proposal.

Contractors interested in submitting SOQ packages to Arvada are requested to submit one package that is inclusive of pre-construction CM services, with the option of performing as GC if Arvada accepts construction CAP proposal(s). Selection will be on a best value basis in accordance with the evaluation criteria set forth in Section 3 Statement of Qualifications Content and Evaluation Criteria.

All respondents accept the conditions of this RFQ, including, but not limited to, the following:

- Multiple SOQs from a single contractor will not be considered.
- No reimbursement will be made by the Owner for any costs related to the preparation of the qualifications package, required documentation, interviews, presentations, discussions, the selection process, the contract negotiation process, and/or any related activities. These costs are the sole responsibility of the Contractor.
- The Contractor will include a full disclosure of all potential organizational conflicts of interest.
- No late SOQs will be accepted. Any SOQs received by the Owner after the time specified in Section 2.3 shall be considered late and shall be returned unopened to the Contractor.
- The selected Contractor will be contracted for design services and is expected to be contracted for construction services for this Project. However, the Contractor is not guaranteed to receive a Notice to Proceed to perform construction work if services are terminated at the completion of the preconstruction phase due to lack of construction funding or failure to reach a CAP.
- If the Owner and the Contractor fail to reach a CAP and the Owner chooses to advertise this Project for bids, the Contractor will not be permitted to submit a bid.

2.2. MINIMUM REQUIREMENTS

As indicated in this RFQ, notice is hereby given to all interested parties that all contractors will be required to meet minimum requirements to be considered for this project. To be considered as qualified, interested contractors shall have, as a minimum:

- Demonstrated a bonding capability up to \$60M for an individual project along with current and anticipated workloads. Provided a letter from a surety company indicating that the Contractor is capable of obtaining Payment and Performance Bonds covering the project for at least \$60M. The surety submitting the letter must be a surety company or companies licensed by the State of Colorado and listed in the current United States Department of the Treasury Circular 570 as acceptable sureties for the bond amount on Federal Bonds. Letters indicating “unlimited” bonding/security capability are not acceptable. Performance and Payment Bonds will be required at the time the Construction Agreed Price is accepted. The final value of the Bonds will equal the final construction contract amount.
- Met all the Submittal requirements of Section 2.7.

2.3. KEY EVENTS SCHEDULE AND RFQ DATES

Contractors are required to meet the dates set forth in this RFQ. Contractors are also required to meet the information submittal dates outlined in the summary below. Failure to meet these dates will result in the SOQ being considered non-responsive. Key dates are outlined in the following Key Events Schedule. Specific time-critical key dates and times are identified on the first page of this RFQ.

Advertisement Phase	Date
Advertisement / Request for Qualifications (RFQ)	9/06/2019
Informational Meeting	9/20/2019
Final RFQ Questions or Comments Due	9/20/2019
Short List Phase	Date
Submittal of SOQ	10/04/2019
Short List Approval	10/11/2019
Notification of Short List Candidates	10/14/2019
Selection Phase	Date
Oral Interviews	10/24-25/2019
CMGC Management Price Percentage Proposals Submitted (during Interviews)	10/24-25/2019
Owner Selection Approval	10/28/2019
Contractor Notification	10/28/2019
Contract Execution / Notice to Proceed	11/18/2019

2.4. INFORMATIONAL MEETING

An informational meeting will be held as per Section 2.3 at City of Arvada Engineering Division, 8101 Ralston Road, Arvada, CO 80002. This meeting will introduce all prospective contractors to the Project as scoped, give an overview of the CMGC contract delivery method, and enable prospective contractors to ask questions about the Project and CMGC process. The Owner's Project Management Team for the Project will be present to answer questions. This meeting is anticipated to last approximately one to two hours long. Attendance at this meeting is encouraged, but not required.

2.5. QUESTIONS AND CHANGES TO THE RFQ

- The Owner reserves the right to make changes to the RFQ. Changes to the RFQ generally consist of Clarifications, Scope Changes, or Time and/or Date Changes. All changes to the RFQ prior to the receipt of SOQs shall be made by an addendum to the RFQ, which shall be made available to all prospective Contractors. Following receipt of SOQs, any changes to the RFQ will be conveyed in writing to those Contractors determined to have met the minimum qualifications.
- Contractors may submit questions, request clarification, or request a change to the RFQ by submitting a written request to the Owner at the email set forth above. The request shall specify the provision and section of the RFQ in question, and, if a change is requested, contain an explanation for the requested change. The Owner will not respond to questions or change requests received after time specified in Section 2.3. If the requested change is to Section 1 Scope of Work the request must be received by the Owner no later than the date as per Section 2.3.
- The Owner will evaluate any questions and/or requests submitted, but reserves the right to determine whether to respond or accept the requested change. All questions not deemed proprietary will be posted on the Project advertisement site in Q & A form. The Owner's PM will determine whether a question is proprietary.
- Contractors shall not rely on oral or written instructions regarding this RFQ, unless issued in writing as an addendum by the Owner and posted on the Project advertisement site.
- Contractors must acknowledge all issued addenda in their Statement of Qualifications submittal.

2.6. **AWARD OF CONTRACT**

The Owner intends to evaluate, select, and award one CMGC contract to the top ranked Contractor based on a Best Value Selection with City Council approval. The selected Contractor will be awarded a contract for Pre-Construction CM Services.

The Selection Panel will complete a short list evaluation of the Contractor's submitted SOQ based on criteria in Section 3.2.

Numerical Ranking and selection of the most qualified Contractors is detailed in Appendix A.

Award and contract will be contingent on the availability of proposed Key Personnel and subcontractors.

Upon successful negotiation of the CAP, a Construction Contract will be drafted, signed, and executed.

All negotiations shall be open book. The Owner shall have access to all CAP proposal documents, quotations, takeoffs, and other construction cost estimates, including those for subcontractors, during negotiations. Issuance of the Construction Contract will be subject to the Contractor posting 100% performance and payment bonds and being compliant with the Owner's procurement policies. The Contractor will competitively procure and award subcontractors in accordance with their proposed subcontracting plan, as described in Section 2 and Section 3 of this RFQ.

2.7. **STATEMENT OF QUALIFICATIONS SUBMITTAL – STEP 1**

Contractor must comply with the following items. Should it be judged to be in the best interest of the Owner, the Owner retains the right to waive any minor irregularity or requirement. (Please note that the primary focus of this evaluation will be the Contractor's capabilities and qualifications).

- SOQ Format:
 - Submittals shall be formatted and tabbed in the exact form and alphanumeric sequence of the Scoring Form A-1: Statement of Qualifications Evaluation Form in Appendix A. Additional information, if provided, shall appear at the end of the submittal under its own tab(s).
 - All submittals shall use maximum font size of 11 Times New Roman and minimum font size of 10 Times New Roman on charts, graphs, and figures.
 - Cover or Introductory Letter (1-page limit on 8-1/2"x11" paper)
 - SOQ Section (25-page limit on 8-1/2"x11" paper, and up to 5 of the 25 pages can be on 11"x17" paper)
 - Appendix Section (10-page limit, and up to 5 of the 10 pages can be on 11"x17" paper)
- Submittals shall be evaluated in accordance with criteria as indicated in Section 3.2 and ranked on the corresponding evaluation form in Appendix A.
- Responses to all items shall be complete; Contractors are encouraged to cross-reference to other sections of their SOQ where applicable.
- All references shall be current (within the last 5 calendar years) and relevant.
- An appendix section will be included as part of the SOQ and will include resumes, Surety Letters, and evidence of insurability. Resumes and references for team members should be limited up to the seven primary members of the Contractor's team.
- Tabs, covers, and table of contents pages do not count against the page count.

2.8. **ORAL INTERVIEWS – STEP 2**

Short List

From the SOQs received, a short list of qualified Contractors will be identified using the scoring indicated on the enclosed **Scoring Form A-1: Statement of Qualifications Evaluation Form** in Appendix A.

Oral Interview

Mandatory oral interviews will be conducted for the short-listed Contractors only. Interview times and location will be arranged by the Owner and all short-listed Contractors will be notified in advance. Oral

interviews will be evaluated on the enclosed **Scoring Form A-2: Oral Interview Evaluation Form** in Appendix A.

2.9. SEALED CMGC MANAGEMENT PRICE PERCENTAGE – STEP 3

Sealed CMGC Management Price Percentage Proposals will not be submitted with the initial Statement of Qualifications, but are only required to be submitted by the short listed contractors at the oral interviews using the enclosed **Scoring Form A-3: CMGC Management Price Percentage Proposal Form** in Appendix A.

Only one copy of Scoring Form A-3 is required on the scheduled submission date. The CMGC Management Price Percentage Proposal will remain sealed until after the Oral Interviews have been completed and after the qualitative scoring has been completed. The CMGC Management Price Percentage Proposal will be scored in a blind evaluation, separate from the technical proposal and oral interview.

The CMGC Management Price Percentage Proposal will then be given a point score in accordance with Section 3.4. CMGC Management Price Percentage Proposals shall be submitted on the Scoring Form A-3 provided in Appendix A without modification.

The CMGC Management Price Percentage Proposals shall include a summary of information used in establishing the CMGC Management Price Percentage. The evaluation criteria for the CMGC Management Price Percentage Proposal can be found in Section 3.4. Other indirect and non-reimbursable costs outlined in Appendix B must be integrated into the CMGC Management Price Percentage Proposal narrative.

The CMGC Management Price Percentage is a percentage which will be applied to all Construction Phase CAP Proposals based on the Fixed Limit of Construction Cost. The CMGC Management Price Percentage shall include all profit and indirects as defined in Appendix B. Summaries must include the line items detailed in Appendix B.

CMGC Management Price Percentage Proposal Format:

Submittals shall be formatted and tabbed in the exact form and alphanumeric sequence to include the following:

- CMGC Management Price Percentage Proposal Form A-3 (one page – Appendix A)
- CMGC Management Price Percentage Summary Information (two-page limit – summary page)
- Proposal must be on 8-1/2"x11" paper, and shall use a minimum font size of 11 Times Roman.
- CMGC Management Price Percentage Proposal Form (Scoring Form A-3) from Appendix A must be filled out in its entirety.
- All content, as required in Section 3.4, must be integrated into a narrative and into sheets as instructed. These items can be found on the Construction General Conditions in Appendix B.

Any submitted CMGC Management Price Percentage Proposal lower than 7% will be rejected.

3. STATEMENT OF QUALIFICATIONS CONTENT AND EVALUATION CRITERIA

3.1. METHOD OF SELECTION AND AWARD

The Selection Panel shall complete a short list evaluation on the Contractor submitted Statement of Qualifications based on criteria in Section 3.2. A maximum of three short listed Contractors will be invited to Oral Interview meetings with the Selection Panel and further evaluated based on criteria in Section 3.3; however, this may vary at the discretion of the Owner if the preliminary results warrant. At the Oral Interview meeting, short listed Contractors shall be required to submit a sealed CMGC Management Price Proposal that will be evaluated based on criteria in Section 3.4.

Numerical ranking and selection of the most qualified contractor will occur on the corresponding evaluation forms in Appendix A. The CMGC Management Price Percentage Proposals will be opened after all numerical rankings are finalized.

Award and contract will be contingent on the availability of Key Personnel and subcontractors.

Each separate section will be ranked with a maximum score as shown in Appendix A.

3.2. EVALUATION CRITERIA FOR STATEMENT OF QUALIFICATIONS (45 Points Possible)

Proposal Evaluation Criteria

3.2.1. Project Management Team (10 Points)

Composition and Commitment of the Project Management Team

- Provide a description of the composition of your Project Management Team. If your team is a Joint Venture or association, indicate specific responsibilities of each member and firm of the team.
- Provide, identify and discuss the qualifications of the Key Personnel. Include the following for each member of the proposer's team:
 - o Provide job descriptions, responsibilities, and authority for each team member.
 - o Provide a list of concurrent projects, responsibilities, and commitments during the duration of the Project.
 - o Current home office location.
 - o Qualifications and past construction experience relevant to this Project, in addition to the length of time performing those job duties.
 - o Unique knowledge of team members related to the project.
 - o Length of time with the firm for each key team member and length of time for overall experience pertinent to the scope.
 - o Experience on similar projects working with other proposed team members.
 - o Provide resumes and two current references for the Key Personnel in an appendix to the SOQ. References will be considered current if the party's name, current position/title, and position/title held at the time for which the recommendation is being sought are provided; telephone numbers must be current as of SOQ due date.

Project Manager

One staff member should comprise the Project Manager role as a Key Person for the Project, and should have the following skills, experience, and knowledge

- This person serves as overall PM for both the preconstruction services and the construction services and will be the main point of communication to the Project team.
- This person shall remain in this role for the duration of the project.
- This person should have a minimum of 10 years of experience managing projects and a history of performing preconstruction input and analysis.
- Anticipated time commitment: 100% throughout the duration of the Project.

The contractor should provide a recommendation for staffing of additional Key Personnel and their anticipated level of commitment that can provide the following skills, experience, and knowledge:

- Constructability Expertise
 - Responsible for providing construction expertise and innovation during preconstruction services.
- Cost Estimation
 - Responsible for providing ROM cost estimates and OPCCs during preconstruction services.

- Project Controls
 - Responsible for managing cost estimates, the Project schedule, Project risk, and Project quality.
- Construction Management
 - Each construction package will have a designated Construction Manager.
 - The required skill set of the Construction Manager will depend on the complexity, size, and scope of the associated construction package.
 - For purposes of the SOQ, only one example Construction Manager should be proposed on the submitted Organization Chart as this position is subject to change.

Key personnel are expected to have a reasonable level of decision-making authority on behalf of the Contractor.

Technical Experts may be required throughout the duration of the project. These staff members would not have an anticipated level of commitment, but could be asked to provide specific feedback on the following skillsets, knowledge, and experience:

- Schedule Support
- Risk Support
- Structural Expertise
- Material Expertise
- Quality Control
- Traffic Phasing
- Utilities
- Survey
- Intelligent Transportation Systems
- Public Information
- Safety
- Roadway
- Drainage
- Environmental

Provide a separate graphic showing organizational structure chart, complete with specific names, working titles, and subcontractors for the team during the preconstruction phase. Provide an explanation of any variation to the anticipated Key Personnel time commitments stated above.

- Identify and explain the need for any additional Key Personnel necessary to the success of the Project.
- Provide a narrative describing succession planning for team stability and planning for any member of the Project team and subcontractors that leaves during design or construction. Plans for Project ramp-up and ramp-down periods should be discussed as well as handling the possible five-year duration of the Project.

Safety Record and Performance:

- Provide a narrative of the Contractor's safety programs, processes, and initiatives that demonstrate a record of safety performance.
- Provide the following information for each entity involved, covering the last 4 years (2015-2018).
 - o Experience Modification Rates (EMR)
 - o OSHA Reportable Incident Statistics

3.2.2. Contractor Capability (5 Points)

Prior Project Experience/Performance/References

- Provide a summary of previous experience relevant to the general scope of work for this Project. Provide three or more relevant projects/programs that demonstrate the Contractor's

ability to be successful on this Project. For each listed project or experience please include Owner and architect/engineer references and contract information. The Owner may at its discretion contact references and/or conduct independent performance analysis on projects on which the firm has worked. Provide at a minimum:

- o The project/contract name and location
 - o Project delivery method
 - o Description of services provided
 - o Overall construction cost of project, as applicable, including initial contract value and change orders, including reasons for change orders
 - o Description of project schedule performance, including initial schedule, and reasons for schedule change
 - o Key assigned in-house staff and their level of involvement
 - o Subcontracts (service) used in the performance of the contract
 - o Reference(s) for Owner and Design Consultants
 - o Coordination with stakeholders, if any
- All references submitted shall be current for relevant projects. References will be considered current if the party's name, current position/title, and position/title held at the time for which the recommendation is being sought are provided; telephone numbers must be current as of SOQ due date.

3.2.3. Strategic Project Approach (10 Points)

Provide your Strategic Project Approach summary for the Project including the following:

Preconstruction Services:

To aid in describing the means and methods that will be used to support the design development and decision-making process, please discuss the following:

- Discuss your approach to providing successful Construction Management services based on prior experience and how it applies to maximizing the Owner's Project goals.
- Discuss your approach to overall Project phasing and individual construction package phasing. Include: recommended construction packages, specific phasing concerns, phasing of work based on acquired right-of-way, etc.
- Discuss your approach to reviewing design; providing real-time constructability feedback; ongoing value engineering input as it relates to innovation, resources, packaging, traffic phasing, right-of-way, utilities, critical path, etc.
- Discuss your approach to the design effort to help to improve quality, reduce errors and omissions, and to achieve the best value in construction.
- Discuss how technology (i.e. Bluebeam, PlanGrid, Aconex, general e-construction methodology, 3D modeling) will be utilized for quality control, document control, plan review, field quantities tracking, etc.
- Describe additional unique resources and capabilities that your company will bring to preconstruction and how these unique resources and capabilities will be beneficial in achieving the Project goals.
- Describe your approach to submitting OPCC at required milestones and at CAP.

Construction Services:

In an attempt to describe the means and methods that will be used to support the construction and decision-making process please discuss the following:

- Provide a description of the major Project features the Contractor plans to self-perform, including qualifications to do such. Provide your subcontractors for major work and high-risk items (structures, paving, earthwork, traffic control, etc.).
- Discuss your approach and anticipated level of involvement to changes in site conditions, field fitting, and problem solving during active construction; describe the role the Contractor plays within the Project team in situations that require a change in approach and/or a different method of construction.

- Explain how the Contractor will be flexible and adaptable in allowing for single or multiple construction packages and CAPs.
- Describe your approach to subcontractor management by describing your business process for the below-mentioned items.
 - o Identify elements of work for subcontracting opportunities, work elements that will allow for equal opportunity and types of outreach programs you will use to include small and disadvantaged businesses for this Project.
 - o Discuss how you will enforce procedures and protocols that ensure compliance and quality with Project Plans and Specifications.
 - o Discuss how you will ensure your subcontractors are capable and will provide work that is within schedule, high quality workmanship, and adheres to your safety standards.
 - o Describe how you deal with subcontractors that are underperforming or not operating in a safe manner.
 - o Discuss what mechanisms you will use to solicit best value subcontractors, lock in item costs for CAP and in the event additional work is needed during construction.
- Describe additional unique resources and capabilities that your company will bring to construction and how these unique resources and capabilities will be beneficial in achieving the Project goals.
- Discuss how technology will be utilized during construction and what tools will be supplied to staff.

General Project Services:

- Describe any Project challenges that are anticipated by your company and how you plan to mitigate the risk of these challenges. Include in the description plans to address constraints.
- Discuss your approach to safety during the design and construction phases that will keep the traveling public and workers safe.
- Describe your approach to tracking and documenting value added through CMGC to the Project.

3.2.4. Project Innovations (10 Points)

In conjunction with your team's Project Approach, your team may have some innovative ideas that may or may not meet the requirements of the RFQ that could increase the likelihood for Project success. The Selection Panel will consider how well your innovative ideas help balance the Project goals. Any innovations proposed need to be practical and implementable.

The Owner has identified some areas where innovation should be explored. Provide a narrative that describes how your approach to integrating innovation would apply to these areas, give examples of ideas that would result in a more efficient and effective Project.

- Approach to eliminate or minimize any long-term closures of W. 72nd Avenue during construction and ideas to mitigate impacts to the travelling public and adjacent residents and businesses
- Alternative or accelerated construction methods or structure types for the railroad grade separation, adjacent structures and other retaining systems
- Early relocation of utilities to facilitate uninterrupted construction of the railroad grade separation and adjacent retaining systems
- Construction phasing and methods of handling traffic related to the intersection improvements, in particular at Simms Street, and the temporary roadway crossing of the railroad
- One additional unique idea developed by the Contractor that could be implemented on this project

Please discuss these further as follows:

- o Describe specific technical or production innovations related to design or construction that may further improve reaching Project goals.
- o Describe impacts of the innovation(s) on time, cost, quality, and safety.

3.2.5. Approach to Risk, Schedule, and Price (10 Points)

As each OPCC or CAP is developed, risk, schedule, and major assumptions need to be evaluated and discussed. How and when the Contractor communicates these items to the Owner is critical for a successful CMGC project.

The following salient features of work will be major factors in the success of this Project:

- o Railroad Grade Separation Construction
- o Traffic Control and Phasing
- o Utility Coordination and Relocation
- o Public Information and Communication

For Each Salient Feature provide a discussion of the following:

Cost Model Approach

- Demonstrate how your and your subcontractors' cost models were developed, the basis of assumptions, and how they communicate information necessary for decision making.
- Provide a description of your approach discussing the following, at a minimum:
 - Assumptions, risk, opportunities, innovation, market conditions, limited or significant market competition, subcontracting opportunities, means and methods, and potential challenges in the current design or feature that could impact schedule and cost.
 - Innovative cost savings, opportunities, and value to the Project.
 - Use of CDOT bid items and cost data for cost evaluation and comparison.
 - Approach to the development of estimate factors such as escalation factors, fuel pricing, material sources, labor rates, craft labor agreements, availability of skilled craftsman.
 - Approach to equipment availability and rental rates.
 - Approach to developing production rates.
 - Approach to developing baseline cost where risk will then be assigned and identified to determine an appropriate risk pool.

Schedule Approach

- Discuss what design aspects you would recommend to the designers that would reduce schedule or add benefit to the Project.
- Discuss what construction elements or features your team will use to reduce schedule or provide added benefit to the Project.
- Discuss factors that would affect schedule such as outside constraints, seasonal work, materials, equipment and labor availability, etc.

Risk

- Discuss your risk management process that will be used to identify risks, assign costs to each risk, determine probability of said risk, and provide recommendations to reduce or eliminate the risk. Describe any technology you will utilize to organize the risk management process.
- Provide a sample risk assessment and quantitative risk register identifying three to five major risks for each salient feature. Be sure to include:
 - o Risk magnitude, mitigations and their associated cost and schedule impacts.
 - o Assignment of risk responsibility and approach to shared and Owner risk pools.
 - o Analysis of the risk and its respective impacts to cost, quality, and schedule.

Quality and Safety

- Discuss your approach to addressing quality control and safety for each salient feature.

3.3. EVALUATION CRITERIA FOR ORAL INTERVIEW (45 Points Possible)

An oral interview will be a mandatory part of the selection process after the Selection Panel determines a short list of contractors. It is expected that subcontractors playing a major role on the Contractor's team be present at the interview.

The structure of the oral interview will be as follows:

3.3.1.Short Presentation (10 Points)

Summarize the SOQ and describe the Contractor's Innovative Ideas and Unique Resources (15 Minutes). The Contractor needs to communicate to the Selection Panel why they should be chosen for this project. What strategies and abilities does the Contractor bring to this CMGC Project to distinguish them from the other shortlisted candidates and why they will bring success to the Project? Limit the presentation to the most critical points of the SOQ and focus on what your team can bring to the table and why.

3.3.2.Team Challenge (15 Points)

The Contractor will be given a written challenge to review and propose a course of action to address the elements in the problem. The Contractor will be given 15 minutes to prepare a response or solution and 5 minutes to present a formal response or solution to the Selection Panel. This challenge scoring will be determined by the following criteria:

- Challenge Understanding
- Recognition of Key Points and Ideas
- Team Collaboration
- Communication Skills
- Understanding of CMGC Delivery Method, Context Sensitive Solutions, and Environmental Commitments
- Understanding of Project Goals

3.3.3.Question and Answer Session (20 Points)

The questions asked in this session will be the same for each Contractor, but any follow-up questions by the Selection Panel to clarify Contractor answers will be allowed. The interview presentation and question & answer scoring will be based on the following criteria:

- Project Understanding
- Project Approach
- Project Innovation
- Communication Skills
- Understanding of CMGC Delivery Method

3.4. EVALUATION CRITERIA FOR CMGC MANAGEMENT PRICE PERCENTAGE PROPOSAL (10 Points Possible)

3.4.1.CMGC Management Price Percentage (10 Points)

Contractor shall state their proposed CMGC Management Price Percentage, carried out to four decimal points (e.g. 0.0000%), which will be applied to all construction packages. The CMGC Management Price Percentage shall include all profit, general and administrative costs, regional and home office overhead, and non-reimbursable costs identified in Appendix B. The CMGC Management Price Percentage shall not change regardless of the final, negotiated amount of the CAP for Construction Phases.

The CMGC Management Price Percentage breakdown shall show the breakdown of all components used in establishing the percentage. The intent of the CMGC Management Price Percentage is to define the cost and level of effort for the CMGC to deliver the Project within the CAP. The CMGC Management Price Percentage shall exclude all Contractor costs for risk related to performance of

the construction work. Risk will be priced into subcontracted amounts and negotiated into self-performed work, as part of the overall direct cost of the work.

The CMGC Management Price Percentage score will be determined by comparing each firm's sealed CMGC Management Price Percentage with the lowest CMGC Management Price Percentage being equivalent to the maximum score of 10 points. To score each price percentage, the Selection Panel will use the following example formula:

Scoring of the CMGC Management Price Percentage:

Example: Assume the lowest CMGC Management Price Percentage of 7%.

FIRM A:	$\frac{7\%}{7.0000\%}$	X 10 points = 10 points
FIRM B:	$\frac{7\%}{8.0000\%}$	X 10 points = 8.75 points
FIRM C:	$\frac{7\%}{9.0000\%}$	X 10 points = 7.78 points

The resulting score will be added to the individual Contractor's CMGC Management Price Percentage Proposal Form A-3 that will be included in the sealed submittal.

APPENDICES

**APPENDIX A:
EVALUATION AND CMGC MANAGEMENT PRICE PERCENTAGE PROPOSAL FORMS**

STATEMENT OF QUALIFICATIONS, ORAL INTERVIEW EVALUATION SCORING NOTES:

- I. The Owner has developed a CMGC Selection Panel Scoring Guide to promote objectivity and transparency. Selection Panel members are required to read and follow all scoring guidelines.
- II. Weights are to be assigned prior to evaluation and are to be consistent on all evaluation forms. Comments by Selection Panel members are required on all scoring forms so that all Proposers may receive constructive feedback on their proposals and performance.
- III. Selection Panel scoring values will be only numbers in whole, half, or quarter-number increments (i.e. 2.25, 3.50, 4.00.). Scoring for the SOQ and Oral Interview criteria form will be based on the following Qualitative Assessment Guidelines, which will be applied to all sections except the CMGC Management Price Percentage.

Qualitative Assessment Guidelines	
Selection Panel members will individually review and score each SOQ category according to the criteria set forth in the RFQ. Team members will evaluate each category sub-factor listed in this Evaluation Manual and assign those sub-factors a Qualitative Assessment Percentage according to the scoring range listed below:	
5	The Contractor demonstrates a complete understanding of the subject and an approach that significantly exceeds the stated requirements and objectives of this scoring category. The SOQ communicates an outstanding level of quality. The Contractor's qualifications are exceptional. SOQ shows no weaknesses or deficiencies for this scoring category.
4	The Contractor demonstrates a strong understanding and has a strong approach to the scoring category. The SOQ communicates a high level of quality and the SOQ exceeds the stated requirements of the RFQ. The SOQ shows few weaknesses or deficiencies for this scoring category.
3	The Contractor demonstrates a general understanding of the project and an approach containing some weaknesses/deficiencies regarding the stated requirements and objectives of this project. The SOQ communicates an average level of quality and meets the stated requirements of the RFQ.
2	The Contractor has demonstrated a below average understanding of this scoring category and their response contains significant weaknesses and deficiencies. The SOQ communicates a below-average level of quality. The Contractor's qualifications raise questions about the Contractor's ability to successfully meet the project goals.
1	The Contractor has demonstrated a minimal understanding of this scoring category and their response contains numerous weaknesses and deficiencies. The SOQ demonstrates little or no level of quality or value. The Contractor's qualifications raise questions about the Contractor's ability to successfully meet the project goals.

CMGC MANAGEMENT PRICE PERCENTAGE PROPOSAL EVALUATION SCORING NOTES:

- I. Determine score for each firm's sealed CMGC Management Price Percentage Proposal. The maximum point total for this section is 10 points.
 - a. CMGC Management Price Percentage 10 Points Maximum
 - i. Must include all supporting information required in Section 3.4 and on Scoring Form A-3.
 1. CMGC Management Price Percentage Scoring information is described in Section 3.4 of this RFQ.

TOTAL SCORING EVALUATION SCORING NOTES:

- I. The maximum point total for each of three evaluation sections is as follows:

Section:	Score:
Statement of Qualifications	45pts (Scoring Form A-1)
Oral Interview	45pts (Scoring Form A-2)
CMGC Management Price Percentage Proposal	10pts (Scoring Form A-3)

- II. After the evaluation of the SOQ, the three (maximum) highest ranked contractors will be short listed and be invited to interview and submit sealed CMGC Management Price Percentage Proposals.
- III. The contractor with the highest total score in all sections will be selected. The score from the qualitative evaluations from all Selection Panel members will be averaged to produce the total overall score for each Contractor.

CITY OF ARVADA
SCORING FORM A-1: STATEMENT OF QUALIFICATIONS EVALUATION FORM
CONSTRUCTION MANAGER/GENERAL CONTRACTOR SERVICES

Name of Firm: _____

Name of Project: _____

Evaluator No: _____

Date: _____

RFQ Reference: Meets Minimum Requirements YES ____ NO ____

If the minimum requirements (including letter from surety) have not been met, specify the reason(s):

Project Management Team / Contractor Capability: 15 Points Maximum

1 Project Management Team Composition of Team/Location/Organization Qualifications and Experience Job Descriptions and Responsibilities Team Building and Collaboration Safety Performance	Rating	x	Weight	=	Score
	[]	x	0.45	=	[]
	[]	x	0.45	=	[]
	[]	x	0.45	=	[]
	[]	x	0.45	=	[]
	[]	x	0.20	=	[]
2 Project Team Capability Prior Experience/Performance/References Project Background and Success	Rating	x	Weight	=	Score
	[]	x	0.75	=	[]
	[]	x	0.25	=	[]
3 Strategic Project Approach: 10 Points Maximum					
Firm Approach to Maximizing and Attaining Project Goals/Strategic Project Approach	Rating	x	Weight	=	Score
	[]	x	2.00	=	[]
4 Project Innovations: 10 Points Maximum					
	Rating	x	Weight	=	Score
	[]	x	2.00	=	[]
5 Approach to Risk, Schedule, and Price: 10 Points Maximum					
Cost Estimating Schedule Risk Management	Rating	x	Weight	=	Score
	[]	x	0.67	=	[]
	[]	x	0.66	=	[]
	[]	x	0.67	=	[]

TOTAL SCORE (45 Points Maximum): _____

CITY OF ARVADA
SCORING FORM A-2: ORAL INTERVIEW EVALUATION FORM
CONSTRUCTION MANAGER/GENERAL CONTRACTOR SERVICES

Name of Firm: _____

Name of Project: _____

Evaluator No: _____

Date: _____

Oral Interview Section: 45 Points Maximum

Oral Interview Scoring Criteria

	Rating		Weight		Score
Short Presentation		x	2.00	=	
Team Challenge		x	3.00	=	
Question and Answer Session		x	4.00	=	

TOTAL SCORE (45 Points Maximum): _____

Team Project Challenge:

Questions Asked:

1.

2.

3.

4.

5.

6.

CITY OF ARVADA
SCORING FORM A-3: CMGC MANAGEMENT PRICE PERCENTAGE PROPOSAL FORM
CONSTRUCTION MANAGER/GENERAL CONTRACTOR SERVICES

 Date Project / RFQ Number Project Title

Name of Firm: _____

Acknowledge receipt of Addendums No. ____ No. ____ No. ____

CMGC Management Price Percentage Proposal Section: 10 Points Maximum

For instructions, requirements, and scoring for the CMGC Management Price Percentage see Section 3.4.
 This form only requires CMGC Management Price Percentage.

1 CMGC Management Price Percentage (10 Point Maximum)

_____%

(Contractor Required Input Above)

Normalized:

 x

10

 =

--

* Note: Scoring calculation will be conducted by the Selection Panel. See Section 3.4 for instructions.

TOTAL SCORE (10 Points Maximum): _____

 Applicant or Corporate Officer Signature

 Date

 Title

 Applicant or Corporate Officer Signature

 Date

 Title

 Applicant or Corporate Officer Signature

 Date

 Title

**APPENDIX B:
CONSTRUCTION GENERAL CONDITIONS**

	Costs NOT TO BE included in CMGC Management Price Percentage	Costs TO BE included in CMGC Management Price Percentage
Item	Costs for the categories below will be negotiated and included in the direct “Cost of the Work”	Other indirect and non-reimbursable costs to be included in the CMGC Management Price Percentage are listed below
B.1	Mobilization	Project Principal – all costs
B.2	Project Manager	Project Manager relocation, housing, and subsistence costs.
B.3	Construction Manager/Superintendent	Construction Manager/Superintendent relocation, housing, and subsistence costs.
B.4	All other on-site, construction management staff as approved by the Agency	Additional CMGC staff relocation, housing, and subsistence cost.
B.5	On-site administrative staff ,including clerical and secretarial staff	Home, branch and regional office administrative support staff and all related costs
B.6	All project direct costs related to Safety	Home, branch and regional office safety support staff and all related costs
B.7	All project direct costs related to Quality Control	Home, branch and regional office quality control support staff and all related costs
B.8	Project office costs for cleaning, set-up/demob., maintenance, security, utilities, rent/lease, equipment, and furniture	Profit
B.9	Materials and equipment handling, including shipping/transport to site and storage costs	
B.10	Costs to co-locate with Agency staff	
B.11	Job site temporary toilet facilities and maintenance	
B.12	Partnering workshops	
B.13	Construction rental equipment	
B.14	Actual cost of permits	
B.15	All project direct costs related to implementation of Agency-approved sustainable practices	
B.16	All project direct costs related to implementation of Agency-approved DBE/ESB program	
B.17	Construction equipment and vehicles at Proposer's internal cost rate, including costs of maintenance and fuel	
B.18	All costs related to cell phones, radios, fax machines, pagers, computers and software.	
B.19	All costs of capital and interest; licenses and taxes required by law.	
B.20	Miscellaneous project office costs, including but not limited to, drinking water, printing, reproduction, postage, delivery, and supplies	

REQUIRED VENDOR SUBMITTAL FORM

SUBMITTED BY:

Company Name: _____

Contact Names: Sales/Customer Service _____

Address: _____

Phone: (____) _____ Email(s): _____

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the vendor;
- He/she has read all Terms and Conditions and technical specifications made available in conjunction with this solicitation and fully accepts and acknowledges this offer is consistent with the specifications and terms and conditions, unless specific variations have been clearly and expressly listed in the offer.
- The Offer is in all respects fair, without outside collusion or otherwise illegal action.

By: _____
Signature of Authorized Agent Date FEIN

Typed/Printed Name of Agent Title of Agent Agent email

PAYMENT TERMS: If the vendor does not accept a percentage discount, the Owners standard is net thirty (30) days after the date that the Owner receives an accurate invoice and has accepted the product or service. Payment is the date of the check mailing or date of the credit card transaction.

Discount: ____ % ____ Days, Net: 30 Days, Accept Visa without additional fee? _____

VARIATIONS: The vendor shall identify all variations and exceptions to any RFQ documents. Submittal of a Vendor Contract is considered excessive in Variations and may be cause for determining that the submission is non-responsive and ineligible for award. For each variation listed, reference the applicable section of the solicitation document as per the example below. If no variations are listed here, it is understood that the vendor's Offer fully complies with all terms and conditions. Attach additional Variation sheets in the same format as below after starting the first three on this page.

Page #: _____ Item # or Section: _____

Variance _____

Page #: _____ Item # or Section: _____

Variance _____

Page #: _____ Item # or Section: _____

Variance _____

SUBMITTAL INSTRUCTIONS:

Qualifications must be submitted in the order listed below with each section clearly identified.

Submit ON-LINE **OR** one (1) unbound original proposal, X copies and one (1) copy on a flash drive.

Cover & Executive Summary.

Detail Firm's and employees' Capabilities, Experience, Licensing, and Compliance Status.

Details of Qualifications – products & services, implementation timeline and warranties.

Completed Owner Submittal Forms including this sheet and all other attachments requested.

Pricing – All fee and costs associated with the offering.

Performance Measures Form, when this is for an applicable service.

Insurance – Checking this box accepts that the insurance requirements listed by the Owner are acceptable unless listed in the variations on the previous page.

CONFIDENTIAL information, if any, MUST be stamped as such on each page and submitted separately.

Please initial to acknowledge Addenda, if any:

#1 _____ #2 _____ #3 _____

REFERENCES:

Check here if Firm's standard reference sheet is attached, otherwise, use the space below.

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

Describe type of work/service performed or items supplied: _____

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

Describe type of work/service performed or items supplied: _____

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

Describe type of work/service performed or items supplied: _____

PERFORMANCE MEASURES FORM INSTRUCTIONS:

The Owner has incorporated Performance Management into its organizational culture. When vendors submit offers to the Owner in response to solicitations for **Services** (not associated with the primary purchase of goods, supplies, or software), they shall identify the methods and goals by which they will monitor and report their performance providing those services to the Owner. Vendor's performance shall be documented as to (a) Price/Cost, (b) Punctuality/Responsiveness (c) Quality/Reliability, and (d) Sustainability/or Innovation.

1. Vendor will define 1-2 measures for (a) Price/Cost, (b) Punctuality/Responsiveness (c) Quality/Reliability, and (d) Sustainability/or Innovation, that follow S.M.A.R.T goals: Specific, Measurable, Achievable, Relevant, and Timely, per category.
2. The vendor will self-score their defined metrics within a score card emailed from purchasing 2 months prior to contract renewal. The department will review the vendor's self-scored measures.

SERVICES means: the furnishing of labor, time, effort, maintenance, etc., by a vendor/contractor/consultant, with an initial contract amount of more than \$15,000.

(a) Price/Cost

Example Measure: Consultant will submit detailed invoices substantiating amounts requested.

1. _____
2. _____

(b) Punctuality/Responsiveness

Example Measure: Reporting of project status will occur monthly with the Owner and consultant's Project Manager.

1. _____
2. _____

(c) Quality/Reliability

Example Measure: Revisions are drafted within two weeks, and no more than 3 revisions prior to final draft.

1. _____
2. _____

(d) Sustainability and/or Innovation

Example Measure: Digital reports delivered to the Owner 95% to reduce use of paper.

1. _____
2. _____

Performance measures will be queried for every year of the contract. Performance measures reporting will partially inform re-contracting with or renewing a contract with a vendor.

PERFORMANCE AND PAYMENT BOND

Bond No. _____

(Firm) _____

(Address) _____

(an Individual), (a Partnership), (a Corporation), hereinafter called Principal; and

(Firm) _____

(Address) _____

hereinafter called Surety, are held and firmly bound unto the Owner, a Colorado municipal corporation, 8101 Ralston Road, Arvada, Colorado 80002, hereinafter called the Owner, in the penal sum of _____, Dollars, _____, in lawful money of the United States, for the payment of such sum will and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION are such that the Principal entered into a certain Contract with the Owner, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof, for the performance of the Owners Project No.'s _____.

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without Notice to the surety and during the life of the guaranty period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all cost and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and if he shall promptly make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, repairs on machinery, equipment and tools, consumed, rented or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three counterparts, each one of which shall be deemed an original, this the ____ day of _____, 20____.

IN PRESENCE OF:

PRINCIPAL _____

By _____

Address _____

(Corporate Seal)

OTHER PARTNERS

(Surety Seal)

SURETY _____

Attorney _____ in _____ Fact _____

Address _____

Note: If Contractor is Partnership, all partners should execute Bond.

Important: Surety Company must be authorized to transact business in the State of Colorado and be acceptable to the City.

Exhibit 2.11.9

Contractor's Response to the RFQ and Proposal,
Advertisement for Bid, Bid Proposal, Bid Schedule, Bid Bond,
and Certificates of Insurance



October 4, 2019
prepared for



submitted by



QUALIFICATIONS TO PROVIDE CMGC Services for West 72nd Avenue – Kipling Street to Simms Street

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Appendix

Key Personnel Resumes	
SEMA's Total Project Risk Assessment and Quantitative Risk Register (included in Proprietary Submittal #2)	
Sample Project Cost Model (included in Proprietary Submittal #2)	
Project Schedule (included in Proprietary Submittal #2)	
Surety Letter	
Evidence of Insurability	
Arvada Required Forms	

*Note that this proposal has been uploaded in two separate parts/submittals per Arvada's requirements. Items marked above have been removed from the main submittal (Submittal #1) and included as part of SEMA's proprietary submittal (Proprietary Submittal #2).

Derek T. Webb, PE
Civil Engineer IV
8101 Ralston Road
Arvada, CO 80002

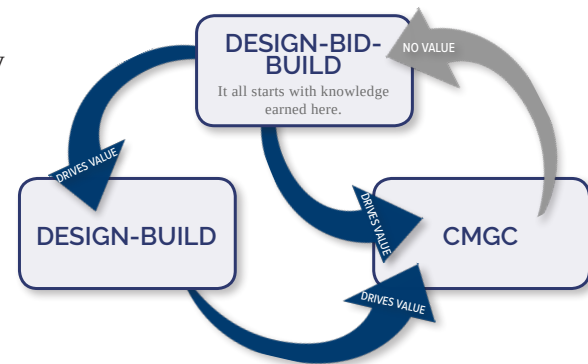


Re: Cover Letter and Executive Summary
RFQ-19-W. 72nd Ave.-CMGC
CMGC Services for West 72nd Avenue – Kipling Street to Simms Street

Dear Mr. Webb,

SEMA Construction, Inc. (SEMA) is pleased to submit our proposal to provide Construction Manager/General Contractor (CMGC) services for the West 72nd Avenue Kipling Street to Simms Street Project (Project) to the City of Arvada (Arvada).

Why SEMA. SEMA has grown into one of the largest heavy civil contractors in the nation, offering clients something entirely unique in our industry. In addition to our 28-year tenure as a highly competitive low-bid contractor, we have also built an alternative delivery portfolio valued at \$1 billion. SEMA is uniquely positioned to collaborate with Arvada on this Project through our sophisticated preconstruction services providing constructability, value engineering, and innovative solutions. Coupled with that, our long history of design-bid-build work provides us with an acute understanding of local market conditions **unmatched by any other local contractor competing for this Project.** We are one of the only contractors that can compete in both the design-bid-build and alternate delivery arenas, enabling us to deliver best value and innovative solutions to Arvada.



SEMA has successfully delivered \$2 billion in Colorado transportation projects, **\$830 million in CMGC projects, and \$350 million in rail projects.** This experience is unique and ensures Arvada a low-risk, best-value Project, delivered safely and with high-quality results, while exceeding all stated Project goals.

1 Maximize Funding

SEMA understands that 85% of Project funding must be allocated to construction by 2/26/22. Our approach includes completing preconstruction services and achieving final construction agreed price (CAP) no later than December 2020, which allows us to achieve this goal 14 months early. Additionally, we will cost load our schedule to provide the ongoing status of funding allocation to Arvada throughout the life of the Project.

2 Public Outreach

We understand how highly-visible this Project is, and it is our goal to safely deliver the highest-quality Project with the least amount of disruption to the community. To do this, we have supplemented our team with our in-house Strategic Communications Manager, Mia Migdall, to provide additional emphasis on communications, outreach, and stakeholder coordination. In this role, Mia will support Arvada's public information (PI) team starting immediately during preconstruction, and further coordinate those efforts with SEMA's PI Manager (PIM) CIG's CEO, Kristi Estes, during construction.

Mia and Kristi each bring 25 years of communications and PI experience to our team. Additionally, Kristi is a resident of Arvada, who drives the Project corridor on a daily basis. Her personal connection to the success of this Project and the effectiveness of our communications and PI program sets our team apart. Our approach to public outreach includes immediately immersing ourselves into the community of Arvada to promote the Project and foster engagement.

3 CMGC Commitment

SEMA is an alternate delivery trailblazer for clients including partnering with the City and County of Denver on their first innovative contracting initiatives, which included both their first CMGC and design-build transportation projects.

We bring a proven and cohesive team, built with the same key personnel who recently worked together on our 39th Avenue Greenway Design-Build project. Project Manager Larry Walsh brings 39 years of experience leading alternate delivery projects delivered with seamless integration between design and construction. Additionally, our team has worked together for an average of 15 years, bringing Arvada a proven approach and the continuity essential to exceeding the goals of this important Project.

Our commitment to the CMGC approach involves partnering with Arvada to mitigate issues early by **telling you what you need to know, not what you want to hear**. In our proposal you will see that we have already identified and categorized project-specific risks and innovations that we look forward to presenting to you with a menu of options and real-time information, fueled with cost and schedule implications to empower the most effective solutions.

4 Collaboration and Transparency

One of the most important keys of a successful CMGC process is to develop a collaboration plan between key team stakeholders including Arvada, Muller, Union Pacific Railroad (UPRR), and Arvada's Independent Cost Estimator (ICE). Upon notice of award, SEMA will promptly engage the team in a collaboration and partnering workshop that will define the goals, commitments, and responsibilities of each team member. The objective of the workshop is to develop a common and collaborative understanding of what defines Project success for all participating stakeholders. Weekly technical meetings and task force workshops will continue to foster critical thinking and collaboration throughout the Project.

Our commitment to transparency throughout the CMGC process is proven by our 100% success rate in negotiating a CAP. SEMA's cost comparison worksheets, in addition to subcontractor quotes received, will be incorporated into our open-book estimating process, ensuring full transparency and allowing Arvada and the ICE to participate in the best-value determination of vendor selection for each work scope.

5 Strategic Phasing

SEMA offers Arvada expertise in both roadway and railway construction phasing. Therefore we have developed an innovative phasing approach that minimizes disruption and efficiently addresses both vehicular maintenance of traffic (MOT) and the UPRR underpass phasing for the railway bridge. Our flexible and scalable approach accommodates the time-frame required for multiple UPRR agreements, while maximizing our ability to complete other phases of work. We have developed four distinct construction packages, including an early utility relocation package that allows us to begin construction in the Fall of 2020. We will complete preconstruction by December 2020 and proceed with construction to satisfy bond commitment funding milestones.

6 Innovation and Maximizing Scope

Our ability to maximize scope within budget comes from our 28-year history of reliable, competitive pricing, annually bidding \$2.6 billion in this market, and self-performing \$150 million in Colorado every year. Therefore, we are not simply a construction manager. Our single-source responsibility allows us to competitively bid and self-perform the work to effectively control all of the elements that impact cost and schedule—giving us the ability to maximize scope by providing innovation and cost savings throughout the life of the Project.

We are able to self-perform up to 75% of this workscope. In order to deliver the best-value to our Arvada, we remain flexible and approach this Project with a focus on the most successful delivery of the Project goals. If it delivers the best value to the Project, we will draw upon our well-established subcontractor and supplier network to complete the work. In addition, our unmatched local market knowledge enables us to procure long-lead and large-volume items in advance to take advantage of volume discounts and to protect clients from double mark-ups and pricing escalations. We have also developed a matrix of Project innovations in our proposal that deliver on best value.

Our successful history of integrated project delivery comes from our extraordinary collaboration, depth of resources, extensive CMGC experience, and competitive price certainty. We look forward the opportunity to further share with you our ideas, qualifications, and the value our team can bring to this Project. Thank you for the opportunity to pursue this Project, and for your consideration as you review our proposal.

Our main point of contact for this Project is Larry Walsh, Project Manager, P: 720.284.7870, lwalsh@semaconstruction.com.

Sincerely,



Brett Ames, District President
SEMA CONSTRUCTION, INC.

SEMA Construction has been named a 2019 and 2018 Top Workplace by the Denver Post. This prestigious award, based solely on employee feedback, recognizes SEMA's strong workplace culture, alignment, execution, and connection—driving increased client attention.



Proposal Section

Pecos Street Grade Separation
Adams County



1. Project Management Team

39th Avenue Greenway
Park Hill Detention
Design-Build

City and County of Denver

*SEMA successfully managed
relocation of 276 utilities.

1PROJECT MANAGEMENT
TEAM



1. PROJECT MANAGEMENT TEAM

Composition and Commitment of the Project Management Team

Project Management Team

As Arvada's first transportation CMGC contract, this Project will set the stage for future CMGCs. SEMA's team includes experts who have supported owners through the CMGC process, including collaborating with the City and County of Denver (CCD) on their first Public Works CMGC—Red Rocks Infrastructure Improvements. Our team will help Arvada navigate through the CMGC process to yield a Project that delivers on goals and expectations, while delivering a best-value approach.

We are pursuing this Project with a proven, innovative team that has recently collaborated on an \$82M multi-faceted, alternate delivery project for CCD. Additionally, many of SEMA's management and craftspeople who constructed the previous phase of 72nd Avenue, east of the current Project still work for SEMA. This ensures Arvada absolute cohesion and a proven, seamless approach to this Project.

WHY SEMA?

28	Years of Improving Infrastructure in Colorado
147	Years of Industry Experience our Key Personnel Bring to this Project
15	Average Years our Key Personnel have Worked Together
\$830M	CMGC Experience
\$2B	Colorado Transportation Projects
\$350M	Heavy Rail Experience
\$2.6B	Competitively Bid in Colorado, Annually = Competitive Price Certainty
46	Awards for Quality and Safety in Roadway and Rail Over the Past Five Years

Key Personnel Qualifications

Brief biographies of our key personnel begin on this page, and an organizational chart for our team is included on page 7. **The key personnel we are proposing are available for the anticipated time commitment for their respective roles, and all have decision-making authority appropriate for their positions.** Our key

personnel have worked together on recent and similar projects, as illustrated in Figure 1 on page 6.



PROJECT MANAGER

LARRY WALSH brings nearly 40 years of relevant industry experience, with his entire career comprised of Colorado infrastructure and transportation projects. Delivering his first alternative delivery project in 1983,

Larry brings unparalleled leadership and proven success to this Project. His unique hands-on approach in much of the detailed design process results in a highly-efficient, integrated, and responsive collaboration. Larry's proven understanding working with the public and stakeholders is a direct result of his own 20 years as a public agency representative, which offers Arvada heightened stakeholder support.

Job Description, Responsibilities, and Authority:

Larry will be the focal point of contact and responsible for leading our team's achievement of the Project goals. Larry will participate in design coordination meetings to identify cost and schedule reduction ideas, lead the team in innovation, minimize risk, and review for constructability. He will coordinate all preconstruction tasks such as initiating and tracking of the risk mitigation matrix, tracking innovations, developing value engineering proposals, participating in design and constructability reviews, and developing a utility matrix to ensure mitigation of any utility conflicts. Larry will coordinate a seamless transition to construction where he will continue to lead overall management of the Project.

TIER I

Firm: SEMA • **Years of Experience/With Firm:** 39 / 14 • **Home Office:** Centennial, CO • **Concurrent Projects/Responsibilities:** Design-Build Manager, 39th Avenue Design-Build



CONSTRUCTABILITY EXPERT

MARK BROOKS, PE, has more than 30 years of experience in both consulting engineering and civil construction. In 2018, Mark led SEMA's local estimating efforts valued at more than \$2.1B. Mark has managed SEMA's

preconstruction cost estimating services/constructability for more than \$830M in CMGC projects, as well as participating as SEMA's estimating lead cost estimator/constructability expert for over \$350M in design-build projects, and \$800M in design-bid-build procurement awards.

Job Description, Responsibilities, and Authority:

Mark's background as a design engineer combined with his experience leading preconstruction services as lead cost estimator, will ensure a technically sound and

strategic project delivery approach with a high-quality finished project. In leading constructability reviews and managing SEMA's team of field constructability experts, Mark will drive collaboration between the designers and field construction team by better defining the construction constraints and cost-effective means and methods of construction to the design team. A highly collaborative leader, Mark will drive ongoing cooperation and partnership between Arvada, the CMGC Design team, the ICE, and our team to ensure immediate decision-making and cohesion related to scope, budgets, and time lines.

TIER II

Firm: SEMA • **Years of Experience/With Firm:** 30 / 25 • **Home Office:** Centennial, CO • **Concurrent Projects/Responsibilities:** Constructability Expert, North I-25 Segments 5 and 6 CMGC



COST ESTIMATOR

JEFF MARKLE, PE, has more than 15 years of broad industry experience in project management, estimating, and construction engineering. Jeff's experience includes \$790M in CMGC experience involving extensive

preconstruction involvement, development of advanced technical concepts, value engineering, risk analysis, and project controls. Jeff has solid experience collaborating with owners to tailor risk allocation approaches and deliver project vision and goals.

Job Description, Responsibilities, and Authority:

Jeff will be responsible for leading the multi-disciplinary team efforts for Opinion of Probable Construction Cost (OPCC), milestone ROM estimates, and the development of a cost model that balances price, schedule, and risk that is easy to understand and compatible with Arvada's ICE. He will be involved during design team task force meetings to provide budgetary perspectives and review design and construction solutions in order to develop a transparent and acceptable CAP.

TIER II

Firm: SEMA • **Years of Experience/With Firm:** 15 / 3 • **Home Office:** Centennial, CO • **Concurrent Projects/Responsibilities:** Project Controls, North I-25 Segments 5 and 6 CMGC



PROJECT CONTROLS

DUSTIN MCKIE has a 29-year career comprised of both project management, scheduling, and project controls. Having scheduled SEMA's entire portfolio of CMGC projects, Dustin can be also credited for co-

authoring and managing a project controls process that includes a fully-integrated CMGC schedule combining all design and construction elements including subcontractor scopes for CDOT's North I-25 Segments 5 and 6 CMGC.

Job Description, Responsibilities, and Authority:

During preconstruction, Dustin will coordinate with Arvada and other key stakeholders to develop a fully integrated schedule, cost estimates, and risk management plan in execution of Arvada's goals. During construction, Dustin will work directly with Arvada personnel to manage cost estimates, Project schedule, Project risk, and all aspects of project quality. Dustin will also work directly with Arvada project staff to provide monthly reports on all project control elements to Arvada and the CMGC Design team.

TIER II

Firm: SEMA • **Years of Experience/With Firm:** 29 / 10 • **Home Office:** Centennial, CO • **Concurrent Projects/Responsibilities:** Scheduler, North I-25 Segments 5 and 6 CMGC



CONSTRUCTION MANAGER

CHARLIE BISBEE has 12 years of relevant experience in civil construction and project management. Charlie has a project portfolio worth \$500M including \$90M in alternate delivery work.

Working side-by-side with Project

Manager Larry Walsh as the Deputy Project Manager on Denver's 39th Avenue Design-Build, Charlie brings cohesion, a proven approach, and tested best practices in managing highly complex, multi-scope projects, like this one.

Job Description, Responsibilities, and Authority:

As Construction Manager for the Project, will lead all field operations. Charlie will also evaluate the constructability of design, phasing, MOT planning, and innovations for iterative and milestone CAP estimates during preconstruction to pro-actively deliver impactful solutions that increase safety while maximizing scope, productivity, and quality. Charlie will be responsible for the day-to-day construction operations progress, quality, and safety during construction. Charlie will be flexible and respond to changes in scope and complexity, while providing leadership in communication between the field operations team, Arvada, and key stakeholders.

TIER II

Firm: SEMA • **Years of Experience/With Firm:** 12 / 9 • **Home Office:** Centennial, CO • **Concurrent Projects/Responsibilities:** Deputy Project Manager, 39th Avenue Design-Build



SAFETY MANAGER

ELVER BERNAL, CHST is a senior safety professional with 22 years of experience developing, implementing, and managing safety for more than \$2 billion in construction, including more than 55 heavy rail projects worth \$350

million. Elver has a thorough understanding of UPRR's safety policy requirements and will confirm the team is educated on safety compliance requirements and

expectations and oversee the safe operation of site coordination and construction activities. Elver will lead the effort in exceeding the safety goals for this Project.

Job Description, Responsibilities, and Authority:

Elver will be responsible for the development of a project-specific, tailored construction safety action plan including job site safety audits, daily safety briefings, and task hazard analysis components. He will develop and implement all work site safety policies and procedures and be responsible for ongoing safety program administration. During preconstruction, Elver will be responsible for reviewing the design with a focus on identifying and resolving potential safety issues.

TIER II+ Firm: SEMA • Years of Experience/With Firm: 22 / 22 • Home Office: Centennial, CO • Concurrent Projects/Responsibilities: Safety, 39th Avenue Design-Build



PROJECT EXECUTIVE

BRETT AMES brings 23 years of experience providing hands-on support, management, and guidance for SEMA's \$2B alternate delivery portfolio, including direct participation in constructability and value-engineering

solutions for all of SEMA's CMGC and design-build projects. Brett's hands-on project support fosters trust and collaboration in alternate delivery projects.

Job Description, Responsibilities, and Authority:

Brett is locally-based and immediately available to provide the highest level of support to this Project, during both preconstruction and construction. Brett's hands-on

involvement in the development of the OPCC and CAP will eliminate unnecessary time and red tape, optimizing and accelerating the CMGC process.

EXECUTIVE

Firm: SEMA • Years of Experience/With Firm: 23 / 23 • Home Office: Centennial, CO • Concurrent Projects/Responsibilities: CMGC Executive for SEMA's CMGC Projects

Key Personnel References and Resumes

We carefully selected each individual for our team to create a cohesive blend of CMGC and scope-related expertise, including railroad experience. Our key personnel all have relevant experience performing cost analyses, developing construction innovations, and completing highly complex projects. Complete resumes for our key personnel are included in the Appendix.

Need for Additional Key Personnel

SEMA's \$350M in heavy rail experience gives us supreme knowledge of UPRR's construction standards and safety requirements. Supporting goals #3 and #4, we have supplemented our team with additional Tier III constructability support focused on the rail component of this Project. **Rail Constructability Expert Tony Swedin** is a heavy rail expert who has worked exclusively delivering successful heavy rail projects since 2011. Tony effectively coordinates with designers, owners, and operations departments to develop and implement construction phasing and constructability solutions that respond to operational needs as well as cost and schedule parameters. With 19 years of experience, his background

Value-Added Support: Public Information and Communication

Strategic Communications Support During Preconstruction: In support of goal #2, we have supplemented our team with our in-house Strategic Communications Manager Mia Migdall. In this role, Mia will support Arvada's public information (PI) team starting immediately during preconstruction, and further coordinate those efforts with SEMA's PI Manager (PIM) during construction. This approach allows our team to deliver thoughtfully timed and consistent messaging throughout the Project. This added support will ensure the broadest reach and strategic emphasis on stakeholder relations, keeping the community informed and supportive of the Project.

Construction Public Information Manager (PIM): Kristi Estes of CIG will lead our team's PI efforts during construction. Kristi is an infrastructure project communicator who has called Arvada home for 13 years. She has children who currently attend Oberon Middle School and Ralston Valley High School, play softball at Youth Memorial and dance at Move by Morelli. She walks her dogs at Standley Lake and meets up with friends at the Arvada Tavern. **To say that Kristi is personally invested in the success of this project is putting it mildly.**

Kristi brings more than 25 years of experience in public information, public involvement, and public relations—mostly on large transportation infrastructure projects for both roadway and rail. Kristi has worked on such transformational projects that have required extensive outreach, including the Transportation Expansion Project (T-REX), the Regional Transportation District's (RTD) FasTracks program and the North Metro Rail Line, the multimodal U.S. 36 Express Lanes Project, and the Central 70 Project.

Mia and Kristi have already conducted their first public information and communication innovations workshop and are eager to share their ideas with Arvada.

includes several multi-million-dollar mainline, structure, and at-grade projects valued at more than \$200M. Tony is regarded as a trusted advisor in phasing and problem-solving construction techniques.

The heavy rail component of this Project, combined with adjacent schools within the Project site warrants a heightened focus on safety. Therefore, we have moved the Tier III Safety Manager role to an additional Tier II Key Personnel Role. Our senior safety professional, **Elver Bernal, CHST**, will fill this role. Responsible for leading SEMA's corporate safety program, Elver's ability to nurture a culture of safety on large, complex infrastructure projects will reduce risk and exceed the goals for this Project.

Succession Planning

Recognized as a Top Workplace by the *Denver Post*, we have very low staff turnover—our leaders, many of whom are on this Project team, have an average of 22 years of tenure at SEMA—being locally based makes us flexible and able to respond immediately to unforeseen changes during any phase of the Project. We purposefully did not place Tier II team members in additional Tier III roles in the event they need take on additional Project responsibilities. This provides Arvada with assurance that Project goals and milestones will never be hampered.

Figure 1. Experience Working Together

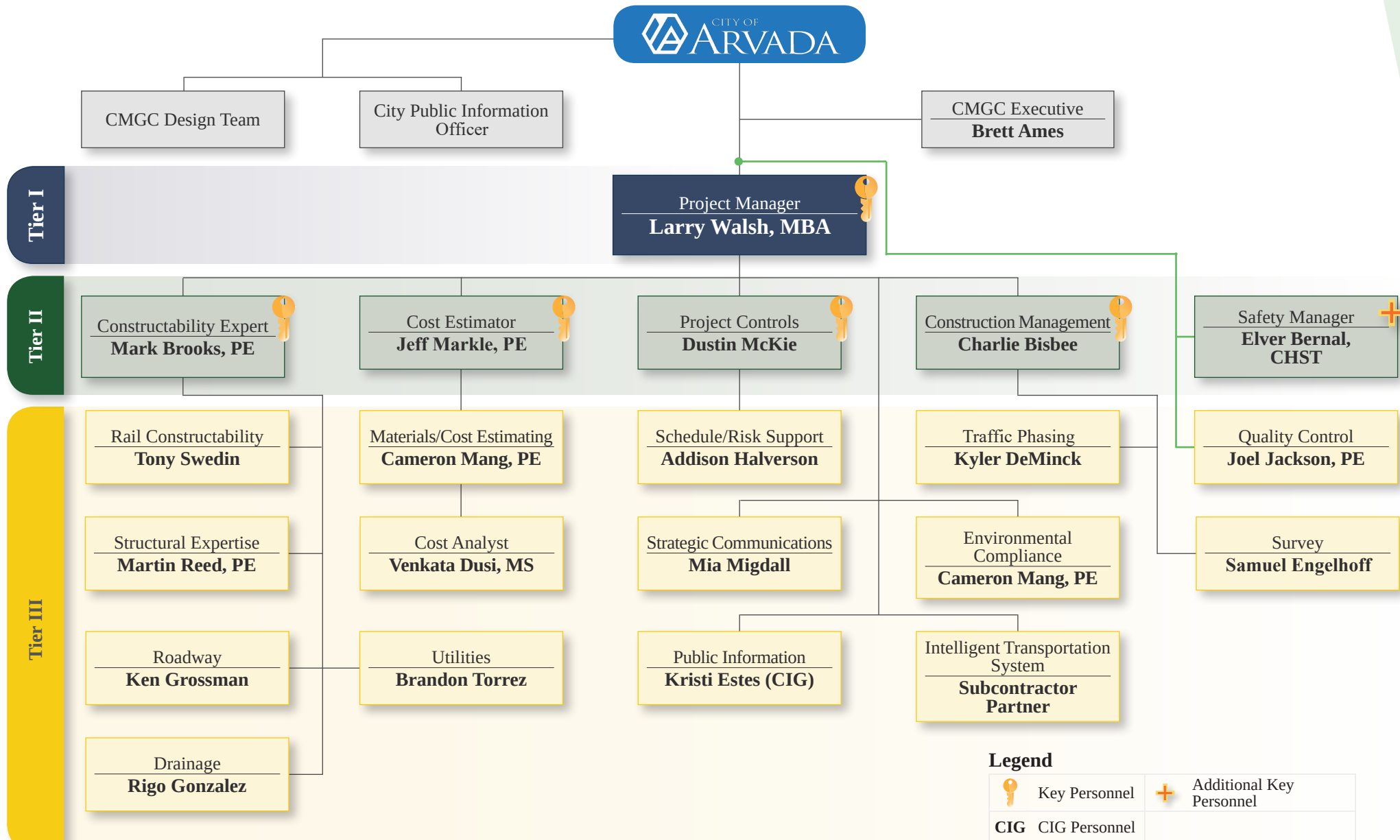
SEMA brings a proven, cohesive team! Our Key Personnel come to this Project with an average of 15 years of experience delivering successful projects together, including 39th Avenue D-B, and other similar projects involving significant heavy rail coordination.

		39th Ave. Greenway D-B	Peoria Crossing Grade Separation D-B	E-470 Exp. Phase I CMGC	E-470 Exp. Phase II CMGC	BNSF Bradshaw to Aurora	BNSF Alliance Mainline #2 Relocation	UPRR Arvada Second Main Track	Pecos St. Grade Separation	Red Rocks CMGC Ph. I, II and III	Central Park and I-70 Interchange D-B
Tier I	Larry Walsh – Project Manager	■	■								■
Tier II	Mark Brooks, PE – Constructability	■	■	■	■	■	■	■	■	■	■
Tier II	Jeff Markle, PE – Cost Estimator	■	■		■						
Tier II	Dustin McKie – Project Controls	■	■	■	■	■	■	■	■	■	■
Tier II	Charlie Bisbee – Construction Manager	■	■						■	■	■
Tier II	Elver Bernal, CHST – Safety Manager	■	■	■	■	■	■	■	■	■	■
Tier III	Mia Migdall – Strategic Communications	■	■		■					■	
Tier III	Tony Swedin – Rail Constructability					■	■				
Exec.	Brett Ames – Project Executive	■	■	■	■	■	■	■	■	■	■

Availability and Commitment of Key Personnel

SEMA's 39th Avenue D-B project recently reached the 100% approved-design level, which frees up our key personnel to immediately begin preconstruction services on this Project. SEMA's resources are 100% available and committed to exceeding the goals of this Project.

Figure 2. Organizational Structure Chart



2. Contractor Capability

Peoria Crossing Grade
Separation Design-Build
City and County of Denver



Safety Record and Performance

Safety Programs and Processes

Safety is owned by every individual on our team. Despite our impressive safety record, we understand these are minimum expectations we must exceed to be considered for your business. What sets our safety program apart is our relentless quest to promote safety to the next level by introducing innovations, such as wearable technologies, to advance safety standards to a higher level.

Our safety commitment begins by fortifying our team with a senior safety professional who brings 22 years of experience developing and executing successful safety programs for more than \$2B in construction. **Safety Manager Elver Bernal, CHST**, will develop and oversee our prevention-based safety program to ensure everyone goes home safely.

Safety Risk: SEMA believes the biggest safety risk on this Project is construction zone safety, heightened by live rail activity and adjacent schools. We will address this by designing our phasing plans to improve safety during construction and by collaborating with Arvada to develop a Construction Work Zone Safety Awareness Program.

The foundation of this program includes SEMA's established safety approach and tactics:

- OSHA 30-level certifications for superintendents and 10-level for craft workers

- CDOT Traffic Supervisor training for foremen, superintendents, and project management staff

- Heavy rail-specific safety training for foremen, superintendents, and project management staff:

- » eRailSafe Safety Awareness
- » Roadway Worker Protection
- » UPRR Safety Orientation

- Daily safety briefings and scope-specific "Toolbox Talks"

- Ongoing hazard evaluations and regular internal safety inspections

Best-in-Class Prevention System. One of our most innovative safety solutions is our established SEMA Incident Level Classification System (SILCS) procedure. This is one of the best-in-class safety innovations as recognized by Arch Insurance. SILCS classifies an incident, based on its level of severity and outlines the course of action based on classification level. The SEMA Safety Advisory System (SSAS)

Excellence in Safety

2018 Platinum Safety Award, National Rail Construction and Maintenance Association

2018 Engineering News Record Safety Award of Merit for Alliance Rail Intermodal Facility Expansion, Phase II

2016 NRC Gold Safety Award, National Railroad Construction and Maintenance Association

2016 Liberty Mutual Gold Safety Award, U.S. 6 Design-Build in Denver, Colorado

2016 Colorado Contractors Association Project Management Safety Award, I-70 Vail Chain Stations

2016 Colorado Contractors Association Safety Award, Zero Incident Rate in Highway Construction

2015 Colorado Contractors Association Safety Award, Zero Incident Rate in Highway Construction

This program also includes Project-specific safety processes and initiatives, including:

Wearable/Asset Deployable Proximity

Sensors: Personnel and fixed assets are tagged with sensors that sound an alarm warning heavy equipment operators of encroachment/potential collision hazards.

Traffic Incident Management Plan: Scalable incident management/response plan including first responder coordination and communication, towing/recovery resources, HAZMAT spill containment and clean-up, and incident tracking and reporting.

Safety Record

SEMA's safety performance is significantly lower than the industry average, including our 2019 0.55 EMR that ranks in the Top 1%!

Figure 3. SEMA's Safety Record

Year	EMR	TRIR	LWIR
2018	0.70	0.6	0.00
2017	0.81	1.20	0.60
2016	0.93	1.70	0.20
2015	0.96	0.96	0.50
Industry Avg	1.0	3.2	1.1

EMR: Experience Modifier Rate

TRIR: Total Recordable Incident Rate

LWIR: Lost Workdays Incident Rate

2. CONTRACTOR CAPABILITY

Over the past 28 years, we have proven to be large, fast, and flexible and have built a portfolio of projects ranging in size from \$100,000 to \$450M. With nearly 1,000 employees nationwide, we have a unique stronghold, constructing large projects with structure and systems that maximize productivity, fiscal efficiency, scheduling, and owner satisfaction. SEMA currently holds a MC-D General Municipal Contractor License with the City of Arvada.

Scope Expertise and CMGC Leadership

Currently ranked the 23rd largest transportation contractor in the nation by Engineering News-Record, SEMA is well-equipped to exceed Arvada's expectations for this Project. Our ability to successfully deliver goals #3, #4, #5, and #6 and what makes us unique is our **\$350M in heavy rail experience** which we believe essential to the successful and safe delivery of this Project within funding and time-frame parameters. We have completed 21 grade separation projects like this one, and are one of the few contractors competing that comes with a portfolio of numerous rail underpass projects, positioning us as a leader in this scope of work.

SEMA has \$830M of successful CMGC experience. Additionally, **we led CCD's first public works CMGC**, so we know how to guide process development and help build best practices for agencies like Arvada that are new to CMGC for civil infrastructure projects.

We will collaborate with Arvada to achieve critical completion milestones by implementing cost savings innovations and effectively phasing work based on logistical needs, available project funding resources, and constructability needs. Fueled by our 100% success rate in negotiating CAP, SEMA will develop a market-driven and reliable cost model to responsively identify the most effective approach to construction based on operational needs, cost concerns, and schedule constraints.

EXPERIENCE & PERFORMANCE

\$830M	Total Value of CMGC Projects
\$350M	Value of Railroad Projects
\$150M	Value of Railroad CMGC Projects
31	Number of Railroad Bridges Constructed
25	Total Grade Separation Projects
17 / 11	Rail Overpasses / Rail Underpasses
100%	Success Rate in Delivering a CAP Across All CMGC Projects
Top 1%	SEMA's 2019 0.55 EMR Ranking in the Construction Industry



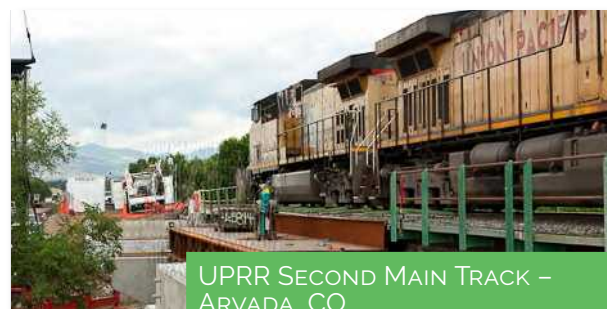
WEST 72ND AVENUE EXTENSION – ARVADA, CO

SEMA completed previous improvements on 72nd from Kipling east to Wadsworth that included similar roadway capacity improvements consisting of new roadway construction, 4,000 linear feet of sound wall/retaining walls, utility relocation coordination, and 5,800 linear feet of water/sewer/storm piping.



PECOS STREET GRADE SEPARATION – ADAMS COUNTY, CO

SEMA constructed this grade separation overpass bridge that included 1,100 feet in length, as well as 68,000 square feet of precast retaining walls with heights up to 30 feet to eliminate the at-grade crossing of Pecos Street from UPRR and BNSF Railway tracks near Utah Junction.



UPRR SECOND MAIN TRACK – ARVADA, CO

SEMA's local railway project for the UPRR on the Moffat Tunnel Subdivision line involved the construction of a three-span steel girder railroad bridge over Clear Creek and underpass widening below Sheridan Boulevard.

Figure 4. SEMA’s Grade Separation Experience

Name, Location	Value	Underpass	Overpass	Description
City of El Segundo, Douglas Street Gap Closure Railroad Grade Separation – El Segundo, CA	\$22M	■	■	Construction of intermodal transit center, BNSF railroad grade separation, and pedestrian overcrossing structure.
City of Englewood, Oxford St. at Belleview – Englewood, CO	\$9M	■		Construction of a new post-tensioned concrete box girder underpass bridge within the UPRR and BNSF Railroad ROW.
CDOT, Santa Fe and Belleview Phase I – Englewood, CO	\$6M	■		Construction of a new post-tensioned concrete box girder underpass bridge within the BNSF Railroad ROW.
UPRR Utah Junction Flyover – Denver, CO	\$5M	■	■	Construction of a double track flyover steel girder bridges over UPRR and Lipan Street underpass bridge.
Douglas County, Titan Road/UPRR Grade Separation – Douglas County, CO	\$3M	■		Construction of a three-span cast-in-place bridge to carry UPRR’s mainline tracks over the realigned Titan Road underpass.
New Mexico DOT, U.S. 56 Springer Colfax County – Springer, NM	\$3M	■		Main Street construction including underpass widening and improvements under a UPRR railroad bridge.
UPRR Second Main Track – Arvada, CO	\$2M	■		Construction of a new three-span steel girder bridge over Clear Creek and widening of the railroad overpass at Sheridan Blvd.
BNSF Pedestrian Underpass – Celina, Collin County, TX	\$1.5M	■		Improvements at BNSF Railroad Tributary F and construction of the Cypress Creek Pass pedestrian underpass.
BNSF Alliance Mainline #2 Relocation	\$38M	■		Project included improvements to three heavily-traveled grade crossings, including two railroad underpasses
BNSF Bradshaw to Aurora	\$19M	■		Construction of a new grade separation bridge over Highway 14, which was completed in less than seven weeks
Village at Avon Infrastructure and Bridges – Avon, CO	\$20M	■	■	Infrastructure improvements, including a bridge over the Eagle River and Avon Road underpass bridge below the UPRR.
CCD Peoria Crossing Grade Separation Design-Build	\$21M		■	Construction of a grade-separated structure elevating Peoria Street over the UPRR yard and the future RTD East Rail Line.
CDOT, I-76 over UPRR, Bridge Replacements – Adams County, CO	\$11M		■	Construction of a new three-span concrete girder bridge overpass over the UPRR and future RTD tracks at I-76.
BNSF Railway, Ft. Sumner to Agudo Pecos River Bridge – Ft. Sumner, NM	\$27M		■	Construction of a 1,576-foot-long, 19-span bridge over the Pecos River. Two other bridges were also constructed including an eight-span bridge over Truchas Creek and a three-span bridge over Highway 60.
El Paso County Baptist Road West – Monument, CO	\$9M		■	Construction of a new three-span concrete girder bridge over the UPRR tracks and Monument Creek.
Adams County, Pecos St. Grade Separation – Adams County, CO	\$26M		■	Construction of the new eight-span Pecos Street bridge over UPRR, RTD, and BNSF Railway tracks and construction of a new single-span overpass bridge on Osage Street over RTD and BNSF Railway tracks.
City of Grand Junction, Riverside Parkway Phases I, II, and III – Grand Junction, CO	\$55M		■	Phase II: Construction of two pedestrian steel truss bridges over the railroad. Phase III: Construction of a new three-span bridge over UPRR (North Fork Branch) and 4th Street.
CDOT COSMIX – Colorado Springs, CO	\$143M		■	This design-build project built or expanded 20 bridge structures totaling 3,485 tons of reinforced bridge steel, including the replacement of the old Bijou Street Bridge and interchange which spanned Monument Creek, a busy UPRR railroad yard, and I-25.
Kansas Department of Transportation, K-18 Phase I – Manhattan, KS	\$66M		■	Railroad relocation and upgrade improvements of K-18 and K-114, including overhead structures over the UPRR tracks and Seven Mile Creek.
City of Torrance, Del Amo Boulevard Extension – Torrance, CA	\$11M		■	Construction of the Del Amo Boulevard Overhead bridge over the Harbor Subdivision tracks of BNSF and LA Metro transit rail.
CDOT, I-25 and Broadway Viaduct – Denver, CO	\$11M		■	Construction of the nine-span I-25 viaduct over Broadway Ave, UPRR, BNSF Railway, and RTD rail lines.
Town of Castle Rock, Front Street Flyover – Denver, CO	\$6M		■	Construction of a six-span concrete girder bridge over UPRR.
CDOT, U.S. 85 and Titan Road – Douglas County, CO	\$9M		■	Roadway interchange construction, including three bridge structures over the UPRR and BNSF Railway and U.S. 85.
CDOT, SH 24 and I-70 – Limon, CO	\$7M		■	Roadway interchange reconstruction, including a bridge structure over the railroad and unnamed creek.
CDOT, Berthoud Bypass/U.S. 287 – Berthoud, CO	\$30M		■	Construction of U.S. 287 single-span 100-foot-wide bridge over BNSF Railway.

Peoria Crossing Design-Build Denver, CO (\$21 million)

Description of Services: Denver’s second transportation design-build project the award-winning Peoria Crossing, improved an important connection between Denver and Aurora that was hampered by the at-grade crossing of the UPRR tracks. SEMA’s design-build team provided a best-value solution that involved the construction of a grade-separated structure elevating Peoria Street over the Union Pacific Railroad yard and the future Regional Transportation District’s East Rail Line. This project received the Transportation Project of the Year award from the American Public Works Association and a Merit Award in Transportation from Engineering News-Record.

SEMA developed an accelerated time line to achieve substantial completion nine months early. Completion of the bridge was required by March 2015 to enable the Regional Transportation District to complete and begin testing of their new rail line across Peoria Street to Denver International Airport. SEMA completed the new bridge eight months early.

SEMA and Parsons Brinckerhoff developed 20 alternative technical concepts, of which 11 were approved. These resulted in savings to CCD of \$3.6M.

The team designed a three-span, 560-foot bridge that included five girder lines of trapezoidal precast post-tensioned concrete U-girders. This design provided a center main span of 240 linear feet which placed all substructure elements out of UPRR’s right of way. Because the team determined that girders smaller in depth than what was originally planned would meet the design requirements, the girder depth was reduced from 96 feet to 84 feet, which also reduced the embankment height. Innovations also included selecting concrete pavement over asphalt to provide a higher-quality product and reduce future maintenance costs.

Coordination with Stakeholders: UPRR, Regional Transportation District, Xcel Energy, CenturyLink, Aurora’s Department of Water and Sewer, Conoco Phillips, Denver Water, Level 3

References

Owner: Bret Banwart, Douglas County Construction Manager (formerly CCD Project Director), 303.660.7490

Designer: Paul Greco, Senior Technical Manager (formerly Bridge Group Manager, Parsons Brinckerhoff), Atkins, 303.475.7136

Relevancy

Design-Build/Integration between Construction and Design
At Grade Construction over UPRR Tracks
Bridge Construction
Traffic Phasing
Retaining Walls
ROW and Utility Coordination
Water, Sewer, and Storm Pipe Construction
Environmental
Stakeholder/Project Coordination

Project Delivery Method
Design-Build

Construction Cost

Initial: \$21.7M

Final: \$22M

Change Orders: Owner-initiated changes in scope

Schedule Performance

Initial: 1/13 (planned and actual)

Final: 6/15 (planned) 9/14 (actual)

Changes: SEMA accelerate critical path items in the schedule

Key Staff

Brett Ames (Project Executive), Larry Walsh (Project Manager, Mark Brooks, PE (Lead Cost Estimator/Constructability), Charlie Bisbee (Project Engineer), Dustin McKie (Scheduling), Elver Bernal, CHST (Safety), CIG (PI)

Subcontracts

Concrete Pavement, Asphalt Pavement, Traffic Control, Landscaping, Lighting and Signalization

Warranty

3 years material/workmanship; 1 year landscape



“Working with SEMA Construction was more than just a positive experience; it was an experience that laid a foundation for trust and a healthy relationship for future projects. With their high level of performance and as a leader in the industry, SEMA Construction serves as an example to the level of service and commitments essential for an on-time, under-budget and quality project.”

Bret Banwart, PE, Former Peoria Crossing Project Manager, CCD

Project Video

Click the “play” button to watch the project video.



39th Avenue Greenway Park Hill Detention Design-Build

Denver, CO (\$82 million)

Description of Services: The 39th Avenue Greenway/Park Hill Detention Design-Build project is the fourth design-build project in Denver's history, and the third design-build project for which SEMA was selected as design-build contractor by CCD. The SEMA design-build team was the only team able to deliver the project within CCD's allocated budget, compared to the other two competing teams that presented options \$23M and \$7M over CCD's budget respectively.

The project has two major segments—39th Avenue (\$57M) and Park Hill (\$24M)—and eight design packages which allowed for early release of construction and gave flexibility to the owner on final design. Although this project was procured under a design-build procurement concept, a CMGC-type concept was later implemented so design elements could be reviewed and redesigned if necessary to ensure CCD's and the community's visions were fulfilled. Initial Project Notice to Proceed was delayed two months; however, through schedule re-sequencing and collaboration, the original required completion dates were maintained. At the 90% design submittal/review level, CCD changed the vision and one of the major project elements. SEMA and the design-build partner collaborated closely with CCD to redesign the work and re-sequence the project to maintain the original contract schedule, despite adding significant workscope. Project requires highest-level project coordination Central 70, CCD Glo, and CCD Phase V.

Recognizing the importance of minimizing impacts to the surrounding residential communities and businesses along this project corridor, SEMA's design-build team has implemented an enhanced PI approach. It incorporates a "base" program enhanced with a supplemental outreach program led by Design-Build Project Manager Larry Walsh.

Coordination with Stakeholders: Mayor's Office, Denver Parks and Recreation, UPRR, Denver Stormwater Division, RTD, DTO, DTP, DTC, SHPO, numerous local neighborhoods and businesses

References

Owner: Steve Coggins, CCD Program Manager, 720.865.3043
Designer: Pat Stein, PE, Felsberg, Holt & Ullevig Design Manager/Principal, 303.877.7687

Relevancy

100% of Key Personnel are the Same as this Project
Design-Build/CMGC Approach for Added Scope
Bridge Construction
Retaining Walls
ROW and Utility Coordination
Water Control/Dewatering
Water, Sewer, and Storm Pipe Construction
Rail Coordination
Environmental
Stakeholder /Project Coordination

Project Delivery Method

Design-Build

Construction Cost

Initial: \$78.2M

Final: \$82M

Change Orders: Owner-initiated changes in scope

Schedule Performance

Initial: Start 1/18 – Completion 6/20

Final: Start (Phase I) 4/16 – Completion (Phase I) 12/17; Phase II: Preconstruction nearly complete

Changes: Early packages accelerated delivery of Phase I

Key Staff

Brett Ames (Project Executive), Larry Walsh (Project Manager, Mark Brooks, PE (Lead Cost Estimator/Constructability), Charlie Bisbee (Deputy Project Manager), Dustin McKie (Scheduling), Jeff Markle, PE (Deputy Design-Build Project Manager), Joel Jackson, PE (QC), Elver Bernal, CHST (Safety), Cameron Mang, PE (Environmental)

Subcontracts

Amenities, Landscaping, Electrical, Concrete Flatwork, Asphalt, Rebar, Drilling, Bore/Tunnel/Jackpipe, Waterline, Asbestos Abatement, Irrigation

Warranty

3 years material/workmanship; 1 year landscape



"SEMA's team, led by Larry Walsh, consistently delivers Denver's design-build projects within or below budget, on time or early. By demonstrating an extraordinary commitment to safety, schedule, budget, scope, quality, public involvement, and stakeholder coordination—SEMA consistently exceeds expectations."

David Huntsinger, Director of Capital Projects Management, CCD

E-470 Expansion Parker to Quincy (Phase I) CMGC Aurora, CO (\$79 million)

Description of Services: SEMA assisted in providing CMGC services to widen and add a lane in each direction for 8 miles, with addition to roadway widening to allow for a future fourth lane. With a cost-focused approach, the purpose of this project was to maintain travel time reliability and avoid congestion delays. Construction consisted of widening 11 bridges, moving 1.1 million cubic yards of earthwork, and paving more than 200,000 tons of asphalt. This project received the CAPA 2017 Project Delivery Award.

To deliver the most cost effective project, our team implemented multiple Relevancy construction packages to start construction simultaneously with final design. An early construction package was incorporated that started widening structures and earthwork operations in May of 2016 while the rest of the roadway design was still in process. The result of this early package allowed asphalt paving on one-third of the project to immediately commence after the final design was completed in August of 2016. This approach accelerated asphalt paving into the 2016 paving season and ultimately reduced the overall project duration by one year.

In addition to accelerating the construction schedule, our early construction packages provided opportunities for intermediate milestones that provided early use benefits to the traveling public. The southbound additional lane from Gartrell Road to Parker Road was opened to the public only four months after completion of design. Not only did this additional lane increase travel time reliability in one of the most congested sections of the corridor early, but it provided positive public perception on the quickness of construction and project delivery.

During preconstruction and subsequent construction, we provided additional value to the Authority by providing:

- Traffic phasing and construction sequence that minimized inconvenience to the traveling public
- Earthwork modeling and mass haul analysis that optimized earthwork efficiency
- Technical bridge constructability analysis for widening of the post tensioned curved U-girder structure over Cherry Creek
- Asphalt joint density innovations to reduce long term maintenance

Coordination with Stakeholders: City of Aurora, Arapahoe County, Adams County, Town of Parker, U.S. Army Corps, SEMSWA MS-4, Aurora Water, Lowry Trust

References

- Jim Brady, PE, E-470 Public Authority Project Manager Phase I and II, 303.537.3404
- John Dibble, PE, Felsberg, Holt & Ullevig Transportation Engineer, 303.721.1440 x8948

Relevancy

CMGC	Retaining Walls	Storm Sewer Drainage
Bridge Construction	ROW and Utility Coordination	Piping
Roadway Widening	Water Control/Dewatering	Environmental
Traffic Phasing		Stakeholder Coordination

Project Delivery Method CMGC

Construction Cost

Initial: \$79.1M

Final: \$78M

Change Orders: None

Schedule Performance

Initial: 4/2016 (planned start), 12/2018 (planned construction completion)

Final: 4/2016 (project start), 12/2017 (actual construction completion)

Changes: Early packages accelerated delivery

Key Staff

Brett Ames (Project Executive),
Mark Brooks, PE (CMGC Manager),
Dustin McKie (Scheduling), Jeff
Cameron Mang, PE (Cost Estimator
and Environmental), Kyler DeMinck
(Phasing), Elver Bernal, CHST (Safety)

Warranty

1 year



“I would like to commend SEMA for their involvement and collaboration in preconstruction and construction services provided for two widening projects delivered under the CMGC process. To date, SEMA has been a dedicated partner to the E-470 Public Highway Authority in achieving the project goals and expectations related ensuring project safety, quality, and budget adherence throughout the CMGC process.”

*James R. Brady, PE, Construction
Manager, E-470 Public Highway
Authority*

E-470 Expansion Quincy to I-70 (Phase II) CMGC Aurora, CO (\$90 million)

Description of Services: Success of Phase I of this CMGC project led to the selection of SEMA and their joint venture partner for a separate \$90M CMGC contract to continue the expansion of this corridor. Construction consists of widening 11 bridges, moving 1.1 million cubic yards of earthwork, paving more than 75,000 tons of asphalt, 17 miles of toll road, and sound wall mitigation.

This CMGC involves 8.1 miles of roadway widening along the E-470 corridor. This phase is currently in preconstruction for two of the three construction packages, with pricing on one of these two packages already finalized. The largest construction package consisting of widening four bridges and the bulk of the project earthwork (approximately 700,000 cubic yards), has been released for construction and is currently underway. To maximize scope within budget, our team was able to deliver multiple construction packages to start construction simultaneously with final design.

Coordination with Stakeholders: City of Aurora, Arapahoe County, Adams County, Town of Parker, U.S. Army Corps, SEMSWA MS-4, Aurora Water, Lowry Trust, local homeowners associations

References

Jim Brady, PE, E-470 Public Authority Project Manager, Phases I and II, 303.537.3404

John Dibble, PE, Felsberg, Holt & Ullevig
Transportation Engineer, 303.721.1440 x8948

Relevancy

CMGC
Bridge Widening over UPRR
Roadway Widening
Traffic Phasing
Retaining Walls
ROW and Utility Coordination
Water Control/Dewatering
Storm Drainage Piping
Environmental
Stakeholder Coordination

Project Delivery Method

CMGC

Construction Cost

Initial: \$90M

Final: In process

Change Orders: None

Schedule Performance

Initial: 6/15/19

Final: Anticipated Fall 2020

Key Staff

Brett Ames (Project Executive),
Mark Brooks, PE (CMGC Manager),
Dustin McKie (Scheduling), Jeff
Markle, PE (Structures Cost Estimator/
Preconstruction), Cameron Mang, PE
(Cost Estimator and Environmental),
Kyler DeMinck (Phasing), Elver Bernal,
CHST (Safety)

Subcontracts

Asphalt Paving, CTS Subgrade, Traffic
Control, Fencing, Guardrail, Pavement
Marking, Landscape

Warranty

1 year

“The preconstruction team provided a transparent and collaborative interface between the Authority and the ICE in the progressive and successful development of the CAP... Mark [Brooks’] knowledge of construction means and methods has been helpful in developing best-value construction approaches for the Authority, especially as it relates to geotechnical/earthwork and drainage disciplines.”

James R. Brady, PE, Construction Manager, E-470 Public Highway Authority



BNSF Railway Bradshaw to Aurora

Aurora, NE (\$19 million)

Description of Services: This project involved the construction of a 12.7-mile double-track segment between Bradshaw and Aurora, the improvement of 13 crossings at grade level, and the construction of a new bridge over Highway 14, which was completed in less than seven weeks. This project received ENR's 2016 Top Industrial Project Award.

The project was designed in two phases to accommodate the need for constructing as quickly as possible prior to acquisition of adjacent ROW, utility relocations, and Section 404 permitting. The first phase allowed for sufficient grade to be built so that BNSF's track-laying machine could install the proposed track while using temporary drainage and grading to avoid property, utility, and stream/wetland constraints. The second phase provided for permanent drainage to be constructed as soon as project constraints were cleared.

Innovative construction techniques were immediately required as this project mandated an immediate start, before the total proposed ROW necessary for this expansion was in place, utilities engagements had been completed, or wetland mitigation had been finalized. This overall access constraint created a challenge for construction, requiring flexibility, innovative solutions, strong teamwork, and a reorder of the usual construction flow. When the construction team began working on the project, they had to move the dirt with them, to avoid encroaching upon private property since the additional ROW was not yet in place. This meant constructing within a 25-foot-wide section versus the ideal 100-foot-wide section. The ROW was finalized in stages, with the final ROW completely in place by mid-February. As the ROW was established, and the utilities and wetlands matters were resolved, the team could then go back and complete the drainage, embankment, and ditch work within the full 100-foot range. SEMA introduced innovative construction techniques that elevated industry standards, and could be modeled for future projects. Soil stabilization operations were conducted from November to February, when the temperature range was 5° to -25°. To warm the ground enough to incorporate materials into the subgrade, SEMA developed an innovative solution to employ the use of Dustrol's custom-made propane-fueled ground heaters to warm the subgrade enough for material incorporation required for soil stabilization.

Coordination with Stakeholders: City of Aurora, Hamilton County

References

Owner: Trent Hudak, BNSF Director of Engineering Services, 913.551.4435
Designer: Jamie Hamm, TranSystems Project Engineer, 913.915.7138

Relevancy

Grade Separation Bridge
Bridge Construction
Retaining Walls
ROW and Utility Coordination
Water Control/Dewatering
Drainage Piping
Rail Coordination
Environmental
Stakeholder Coordination

Project Delivery Method

Design-Bid-Build

Construction Cost

Initial: \$13.3M

Final: \$19.2M

Change Orders: Premium change orders to accommodate winter construction

Schedule Performance

Initial: 11/14

Final: 3/16 (planned); 1/16 (actual)

Changes: SEMA accelerated critical path items by adding 24-hour-a-day shifts

Key Staff

Brett Ames (Project Executive), Dustin McKie (Scheduling), Elver Bernal, CHST (Safety)

Subcontracts

Waterproofing, Erosion Control, Jack and Bore Culverts, Asphalt Paving, Crane, Survey

Warranty

1 year



Project Video

Click the "play" button to watch the project video.



BSNF Railway Alliance Mainline #2 Relocation

Haslet, TX (\$38.5 million)

Description of Services: SEMA partnered with BNSF Railway to realign this section of the Alliance Mainline #2 to clear the way for the Alliance Airport expansion. Highlights of this project include more than 12 miles of mainline track relocation and new connector track in and around the Alliance Intermodal Facility. This 18-month project included the removal of more than 700,000 cubic yards of dirt and rock for excavation and embankment; construction of nine bridges over roadways and rivers; and placement of 100,000 cubic yards of subballast prior to BNSF Railway track installation. Several soil nail and MSE walls were built for bridge abutments and, due to ROW constraints, and there were 35 culverts including metal pipes, jack-and-bore steel pipes, and precast and cast-in-place box culverts. Several precast box culverts needed to be installed under tight track outage windows.

Elements relevant to this Project included improvements to three heavily-traveled grade crossings, including two underpasses:

The FM-156 bridge and MSE walls featured 180,000-pound steel girders
A 175,000-cubic-yard embankment fill including a 2,850-cubic-yard cast-in-place concrete box culvert providing grade separation for the Barnwood bridge

SEMA collaborated with BNSF Railway on accelerating this project to allow track to be placed three months early, enabling the track-laying machine to be available for work elsewhere. One factor in this was SEMA's ability to excavate a 137,000-cubic-yard rock cut in only four weeks. Tony Swedin collaborated with BNSF Railway on a cost savings alternative to use a culvert in lieu of a bridge, saving the project \$300,000.

Coordination with Stakeholders: City of Fort Worth

References

Owner: Brian Large, BNSF Railway Director of Engineering Services, 817.352.2905

Designer: Leo Craig, Multatech Project Engineer, 817.907.5026

Relevancy

Two Grade Separation Bridges
Shoofly Construction
Bridge Construction
Retaining Walls
ROW and Utility Coordination
Water Control/Dewatering
Storm, Drainage, and Piping
Rail Coordination
Environmental
Stakeholder Coordination

Project Delivery Method

Design-Bid-Build

Construction Cost

Initial: \$36.2M

Final: \$38.5M

Change Orders: Quantity overruns

Schedule Performance

Initial: 12/13

Final: 3/16 (planned); 12/15 (actual)

Changes: SEMA accelerated critical path scope elements

Key Staff

Brett Ames (Project Executive), Tony Swedin (Project Manager), Dustin McKie (Scheduling), Elver Bernal, CHST (Safety)

Subcontracts

Waterproofing, Shoring, QA/QC, Asphalt Paving, Caisson, Jack and Bore Culverts, Erosion Control, Blasting, Traffic Control, Welding, Haul Aggregates

Warranty

1 year landscape



Project Video

Click the "play" button to watch the project video.



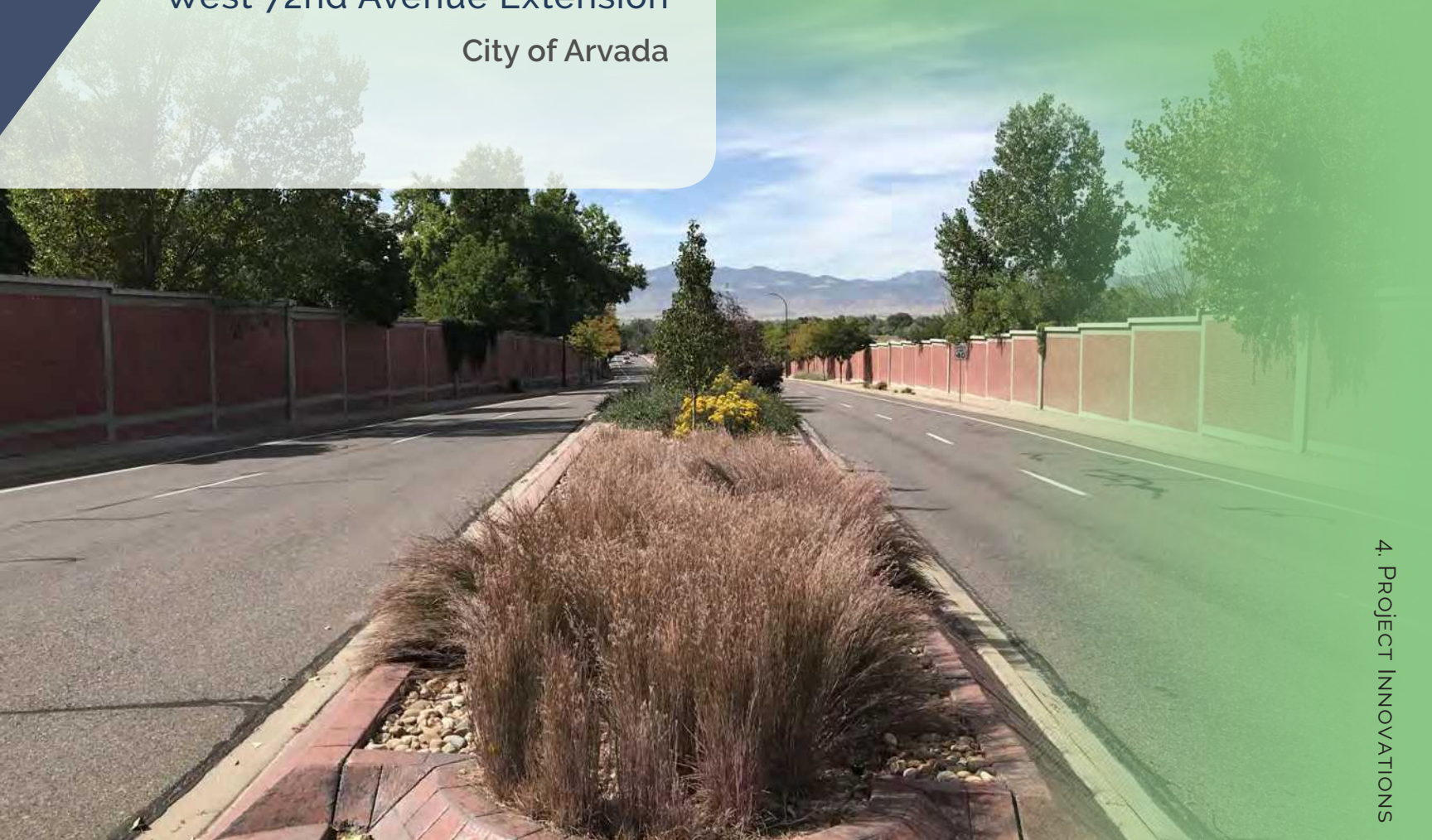
3. Strategic Project Approach

SECTION 3: STRATEGIC PROJECT APPROACH

**HAS BEEN REMOVED FROM THIS SUBMITTAL #1
AND CAN BE FOUND AS PART OF SEMA'S
PROPRIETARY SUBMITTAL #2**

4. Project Innovations

West 72nd Avenue Extension
City of Arvada



SECTION 4: PROJECT INNOVATIONS

**HAS BEEN REMOVED FROM THIS SUBMITTAL #1
AND CAN BE FOUND AS PART OF SEMA'S
PROPRIETARY SUBMITTAL #2**

5. Approach to Risk, Schedule, and Price

Alliance Mainline #2
Relocation
BNSF Railway



SECTION 5: APPROACH TO RISK, SCHEDULE, AND PRICE

**HAS BEEN REMOVED FROM THIS SUBMITTAL #1
AND CAN BE FOUND AS PART OF SEMA'S
PROPRIETARY SUBMITTAL #2**

Appendix Section

Appendix Section

Arvada Second Main Track
Overpass

Union Pacific Railroad



Larry Walsh, MBA

Project Manager

OVERVIEW

A senior construction professional with 39 years of infrastructure experience and 37 years leading design-build projects in Colorado, Larry brings special expertise in coordinating and integrating design and construction teams on large, complex projects involving highway construction/reconstruction, structures, and phasing. Larry has a career history of identifying opportunities for cost savings through innovative value engineering, as well as a proven track record of minimizing risk and delivering high-quality projects on time and within budget.

Larry has spent his career working collaboratively with designers and owners to develop technical approaches that exceeded the project requirements and provided mobility throughout all the preconstruction/design and construction phases of the project. Larry's active leadership of the design and construction team will lead to innovative design and construction solutions that will ensure safer and improved MOT, innovative bridge construction, and accelerated project delivery. Larry's 39 years of experience in working with CDOT speaks loudly to his expertise in managing key stakeholders, subcontractors, and local/community representatives while developing a partnership between all parties involved. A former mayor and city council member of Loveland, Larry also understands the sensitivities involved in high-visibility and politically-sensitive public projects and is renowned for his ability to effectively manage individual perspectives from multiple stakeholders.

PROJECT EXPERIENCE

CCD 39th Avenue Greenway Park Hill Detention Design-Build, Denver, CO: As Design-Build Project Manager on this \$82 million project, Larry successfully maintained the original schedule, despite a significant increase in scope, by redesigning the work and re-sequencing the project at the 90% design submittal/review level when CCD changed vision and one of the major project elements. Under Larry's leadership, more than \$4.3M in cost savings were brought about by innovative solutions in structures, drainage solutions, underground utilities, and self-performance. Larry also provides oversight to ensure that the IGA is met. This highly-visible, multi-stakeholder project Larry assisted in the development of a project design that used a community-focused approach that successfully provided flood protection and improved the quality of stormwater entering the South Platte River.

CDOT North I-25 Segments 5 and 6 CMGC, Longmont, CO: As Scope Manager for this \$450M CMGC, Larry led a unified coordination with CDOT, CMGC project management personnel, and the stakeholders for the project ensure the delivery of the project goals. Larry has resided in the project area for 35 years, served on the city council, and is the former mayor of Loveland. His public agency experience provides a deep understanding of all stakeholders and a big-picture perspective of how to unify various groups toward common goals.

CCD Peoria Crossing Design-Build, Denver, CO: As Design-Build Manager on Denver's second transportation design-build project, Larry played a key role in developing several value-added solutions that resulted in savings to CCD of more than \$3.6M and completion of the project nine months early. This \$22M project included construction of a grade-separated structure elevating Peoria Street over the Union Pacific Railroad yard and the future RTD East Rail Line. This project received the American Public Works Association's Best Transportation Project Award.

City and County of Denver (CCD) Central Park Boulevard and I-70 Interchange Design-Build, Denver, CO: As Design-Build Project Manager on Denver's first transportation design-build project, Larry and his team reduced life-cycle costs and maintenance and the amount of import material for earthwork, including proposing concrete pavement for the interchange ramps instead of hot bituminous pavement and by eliminating retaining walls from the owner's design. This \$33M project involved extensive stakeholder coordination and included a new interchange at I-70 in the Stapleton area with braided ramps, three new bridges, retaining walls, drainage, and paving. The



Education

Executive
MBA, Business
Administration,
University of Colorado
BS, Construction
Engineering, Iowa State
University

Offices Held

Mayor of Loveland, CO
(4 years)
City Council Member
of Loveland, CO (10
years)
Chairman Loveland
Planning Commission
7 Years
Colorado Contractors
Association, Board of
Directors 2011-2018;
President 2017

References

Lesley Thomas,
CCD City Engineer/
Deputy Director Public
Works, 720.865.8719
Steve Coggins, CCD
Project Director, 720.
865.3043

"Under Larry's leadership on the Peoria Crossing Design-Build project, working with SEMA Construction was more than just a positive experience; it was an experience that laid a foundation for trust and a healthy relationship for future projects. With their high level of performance and as a leader in the industry, SEMA Construction serves as an example to the level of service and commitments essential for an on-time, under-budget and quality project."

Bret Banwart, PE, Peoria Crossing Project Manager, CCD

Larry Walsh, MBA

Page 2

Project Manager

project received ENR's Best Highways and Bridges Award and the American Concrete and Pavement Association's Excellence in Concrete Pavement Award.

CDOT 4th Lane at Farmington Hill (U.S. 550/160) Interchange Design-Build, Durango, CO: As Design-Build Project Manager, Larry offered solutions to enhance corridor aesthetics, including the construction of one of the first major cast-in-place, post-tensioned, concrete bridge structures to blend into the environment and create an aesthetic gateway into Durango. This design conformed with the natural contours of the existing topography and resulted in minimal impact to the existing views.

City of Riverside Parkway Phases I, II, and III, Riverside, CO: Project Manager for Phases I, II, and III of this award-winning \$67.8M urban infrastructure project involving four miles of new and reconstructed major arterial roadway, utility replacement, vehicle and pedestrian bridges, retaining walls, concrete box culverts, and landscaping. Larry partnered with the City during Phase II of construction for early release and award of the Phase III project, resulting in completion of the entire corridor 24 months ahead of schedule and ensuring no cost escalation risk to the City.

SH 9 Iron Springs Realignment, Frisco, CO: Lead Estimator on this \$16 million multi-modal horizontal construction project involved the realignment of SH 9 in Summit County including earthwork, four-lane roadway construction on virgin alignment, three large culvert underpasses, retaining walls, and pedestrian bike path.

104th Avenue Improvements Phases 2 and 3 Design-Build, Commerce City, CO: Project Manager for CDOT's roadway and bridge improvements project located on 104th Avenue from SH 2 to Landmark Drive. The scope of work for this 2.5-mile-long design-build project included concrete and asphalt paving, flatwork, earthwork, pond excavation, landscaping, and bridge and utility improvements.

U.S. 24/SH 67 Design-Build Bridge Replacements Design-Build, El Paso & Teller County, CO: Design-Build Project Manager for the design and management of construction on this CDOT design-build project including two bridge superstructures on U.S. 24 and one bridge structure on SH 67 near Woodland Park.

Notable Qualifications

39 years of Colorado alternate delivery experience.

Led three of Denver's four transportation design-build projects (including their first two) and helped develop means and methods for future success.

Larry's public agency experience will benefit stakeholder relations, communication, and collaboration throughout the Project.



Larry Walsh was Denver's design-build Project Manager on the Peoria Crossing Design-Build project which received the 2015 Top Transportation Award from the American Public Works Association, and Engineering-News Record's Merit Award in Highways/Bridges.

Uniquely Qualified

Larry's proven understanding of working with community members and public agencies to develop public projects is a direct result of his public agency experience including serving seven years as chairman of the City of Loveland Planning Commission, 10 years on the Loveland city council and four years as Loveland's mayor. He understands the process, how to collaborate with city staff and the importance of project delivery to community stakeholders.

Mark Brooks, PE

Constructability Expert

OVERVIEW

For 25 years, Mark has been responsible for leading SEMA's Preconstruction Services Department, Earthwork, and Utility Infrastructure Divisions. Mark is deeply involved in all project phases including preconstruction, administration of engineering, estimating, constructability, permitting, quality control, and construction planning activities from the procurement phase through project completion. A licensed professional engineer who also holds general contractor licenses in several states, Mark has led preconstruction efforts for SEMA's entire CMGC portfolio.

In 2018, Mark led estimating efforts valued at more than \$2.1B in SEMA's Rocky Mountain District. Mark has managed SEMA's constructability and cost-estimating services for more than \$830M in CMGC projects, acted as key participant in \$380M in design-build projects, and \$800M in design-bid-build procurement awards. In his leadership role, Mark fosters partnerships with Owners and designers to ensure successful project delivery and attainment of project goals focused on safety, quality, constructability, and technical compliance.

Mark's 30 years of experience in both consulting engineering and the construction industry offers owners a depth of technical understanding of key project engineering, geotechnical, environmental, and construction factors, and allows him to translate designs to the construction team for seamless integration. This makes Mark an invaluable asset to lead constructability and cost estimation for this Project.

PROJECT EXPERIENCE

CCD 39th Avenue Greenway Park Hill Detention Design-Build, Denver, CO: As Lead Cost Estimator on this \$82 million project, Mark provided all cost estimating and constructability support for the eight separate design packages as well as for Owner-initiated scope changes.

E-470 Expansion Phase I and II CMGC, Aurora, CO: As Preconstruction Services Manager, Mark leads the CMGC preconstruction process, providing support in all phases of cost estimating, constructability reviews, value engineering, and procurement. Mark leads all package estimates and the development of a cost model shared openly with the owner for seamless cost negotiations and a best value approach. This two-phased \$170 million CMGC project includes 17 miles of roadway, 18 bridges, more than 1 million cubic yards of earthmoving, drainage, and HMA.

CCD Peoria Crossing Grade Separation Design-Build: Lead Cost Estimator on this \$21 million project, Denver's second transportation design-build project. Mark played a key constructability role in the innovative solution the team developed for the grade separated structure to elevate Peoria Street over UPRR and future RTD East Rail Line. Mark and the design-build team innovated a three-span, 560-foot bridge comprised of five girder lines of trapezoidal precast post-tensioned concrete U-girders. This design provided a center main span of 240 linear feet, which placed all substructure elements out of UPRR ROW. This project received the American Public Works Association's Best Transportation Project Award.

CDOT North I-25 Segments 5 and 6 CMGC, Longmont, CO: As Lead Cost Estimator/Preconstruction Services Manager, Mark is responsible for the oversight of the multi-disciplinary team efforts for constructability, opinion of probable construction cost (OPCC), milestone ROM estimates, and the development of a cost model that balances price, schedule and risk that is easy to understand and compatible with CDOT's Independent Cost Estimator (ICE). This \$450M contract includes CMGC services for North I-25 from SH 66 to SH 402. Scope of work includes roadway reconstruction, frontage road resurfacing and reconstruction, construction of CBCs under I-25, 12 bridges, pedestrian crossing, and retaining walls. Scope similarities include: three major interchange reconstruction: SH 56, SH 60, LCR 16; ITS and tolling; frontage road configuration; pavement section; major utilities; ROW acquisition; and environmental.



Education

M.S., Civil Engineering,
University of Arizona
B.S., Geological
Engineering, Colorado
School of Mines

Registrations

Licensed Professional
Engineer

Trainings/ Certifications/ Affiliations

OSHA 30-Hour
Groundwater
Dewatering Training
Arvada Storm
Management and
Erosion Control
Training
American Society
of Civil Engineers,
Rocky Mountain,
Geoconference
Treasurer (1992-2018)
Colorado Association of
Geotechnical Engineers

References

James Brady, PE,
E-470 Public Highway
Authority Construction
Manager, 303.537.3711
Benjamin Rowles,
Arvada North I-25
Segment 5 & 6
Construction Manager,
970.405.3602

"Mark Brooks...has been instrumental in design reviews, providing constructability input, and responsively developing OPCC/CAP estimates for the project. Mark's knowledge of construction means and methods has been helpful in developing best-value construction approaches for the Authority, especially as it relates to geotechnical/earthwork and drainage disciplines."

*James R. Brady, PE, Construction Manager,
E-470 Public Highway Authority*

Mark Brooks, PE

Page 2

Constructability Expertise

BNSF Emporia Second Main Track CMGC,

Emporia, KS: Mark leads the CMGC preconstruction process and constructability reviews, and collaborates with BNSF and Wilson & Company to jointly develop a design that provides the highest level of constructability and the lowest level of risk, thereby providing the maximum scope for the minimum cost. This \$150M CMGC project consists of the construction of approximately 60 miles of second main track for BNSF Railway between on the Emporia Subdivision between Mulvane and Ellinor in Kansas. Design and construction involves 20 bridges, three retaining walls, and 80 box culverts.

CCD Red Rocks Horizontal Infrastructure Improvements Phases I, II, and III CMGC, Denver,

CO: Preconstruction Manager and Lead Cost Estimator for all three phases of this three-year CMGC project for Denver. All work was coordinated around events mandating winter-only construction. Mark worked with Denver to develop a value engineering alternative for decorative chip seal compliant with Red Rocks' aesthetic color standards. He implemented the same process for developing the guaranteed maximum price (GMP) in both phases and applied excess funds from the first phase to maximize the scope of work for the second phase. This project involved a diverse group of stakeholders including Denver Arts, Denver Parks and Recreation, City of Morrison, and community members. Project scope included intersection reconfiguration, road realignment, extensive lot reconfiguration to improve traffic management and storm drainage, and construction of a 350,000-gallon underground stormwater retention system with passive water quality improvement structures. This project received Engineering-News Record's Best Landscape/Urban Development Award.

Riverside Parkway, Grand Junction, CO: Lead cost Estimator and Constructability Expert for Phases I, II, and III of this \$67.8M bridge and roadway expansion project. This large-scale urban infrastructure project involved 4 miles of new and reconstructed major arterial roadway, utility replacement, vehicle and pedestrian bridges, retaining walls, concrete box culverts, and landscaping. This project won the Silver Hard Hat Award for Outstanding Heavy Highway Project from Mountain States Construction Magazine.

Notable Qualifications

Licensed Professional Engineer with a dynamic background of design engineering and construction 30 years of cost estimating/constructability experience includes 80 Arvada projects
Led cost estimation and preconstruction services for SEMA's entire \$830 million CMGC portfolio

Other Colorado Alternate Delivery Projects:

CCD Peoria Crossing Design-Build – \$21M

CCD I-70 Interchange & Central Park Boulevard Design-Build – \$33 million

CDOT U.S. 6 Bridges Design-Build – \$98M

CDOT U.S. 160 and U.S. 550 Interchange Design-Build, Colorado – \$29M

CDOT North I-25 Express Lanes Segs. 7 & 8 – \$260M

Other Relevant Colorado Grade Separation and Related Projects:

UPRR Second Main Track

Adams County, Pecos St. Grade Separation

UPRR Utah Junction Flyover

City of Arvada 72nd Street Expansion

Douglas County, Titan Road / UPRR Grade Separation

CDOT, Santa Fe and Bellevue Ph. I

CDOT I-76 over Union Pacific Railroad, Bridge Replacements

El Paso County Baptist Road West

City of Grand Junction, Riverside Parkway Phases I, II, and III

"SEMA brought ideas to the City about construction methods that could save money. The most significant change was the processing of pit run material from a City-owned borrow site into aggregate base course for the roadway."

Jim Shanks, PE, Deputy Director Public Works & Planning, City of Grand Junction – Riverside Parkway Project



Mark Brooks, PE, was Lead Cost Estimator and Constructability Expert on the Denver's very first public works CMGC, Red Rock Infrastructure Improvements Phases I, II, and III. In this role, Mark collaborated with Denver to establish CMGC processes and best practices. This project received Engineer News-Record's 2017 Best Landscape/Urban Development Award.

Jeff Markle, PE

Cost Estimator

OVERVIEW

Jeff Markle, PE, has more than 15 years of experience in heavy civil construction with a dynamic background that includes project management, estimating, quality, and risk management. With a highly collaborative approach, Jeff manages the vision and profitability for multi-million-dollar projects, while ensuring construction quality, schedule, and safety goals are met. Jeff's project participation begins at the pursuit stage, continues with preconstruction and design, and extends throughout project close-out. Jeff has experience with projects ranging in size from \$2M to \$1.2B.

Jeff's broad industry experience includes traditional design-bid-build, design-build, and CMGC. Jeff has \$790M in CMGC experience that includes extensive preconstruction involvement, development of advanced technical concepts, constructability, value engineering, risk analysis, and project controls.

As a licensed professional engineer, Jeff brings invaluable big-picture knowledge and expertise to manage this Project's vision and ensure Project goals are met. Jeff's dynamic background provides him with a strategic view to analyze plans, avoid errors, overruns, and cost impacts to the Project.

PROJECT EXPERIENCE

CCD 39th Avenue Greenway Park Hill Detention Design-Build, Denver, CO: As Deputy Design-Build Manager, Jeff was intricately involved with owner and designer during preconstruction services for eight design packages across this large-scale, multi-scope project. Jeff provided constructability, risk and schedule management, and extensive coordination with designer throughout design progression to ensure that project vision and goals were met and that quantities stayed within budget to mitigate scope creep. Jeff was co-leader of all design task force meetings and over-the-shoulder design meetings for the 26 stakeholder project team (more than 200 meetings in seven months). This \$82M project represents a unique collaboration of Denver's Public Works and Parks and Recreation to bring an integrated drainage system providing flood protection and a greenway with modern amenities, public plazas, and urban public life concepts.

CDOT North I-25 Segments 5 and 6 CMGC, Loveland, CO: As Project Controls Manager, Jeff provides the CMGC team with ongoing profitability, schedule, and risk while ensuring adherence to quality and other project goals. Serving as a main point of communication for project controls and risk management during preconstruction, Jeff plays an integral role for CDOT and Muller. This \$450M contract includes CMGC services for North I-25 from SH 66 to SH 402. The focus area of the project is anticipated to include improvements from SH 56 to SH 402. Scope of work includes roadway reconstruction, frontage road resurfacing and reconstruction, construction of CBCs under I-25, 12 bridges, pedestrian crossing, and retaining walls. Scope includes: three major interchange reconstruction: SH 56, SH 60, LCR 16; ITS and tolling; wetland mitigation; frontage road configuration; pavement section; major utilities; row acquisition; and environmental.

BNSF Emporia Second Main Track CMGC, Emporia, KS: As Project Controls Manager, Jeff provides an integrated approach for cost and schedule risk mitigation during preconstruction and construction to ensure adherence of scope and budget goals. Jeff created a sophisticated risk register and employed innovative communication tools, including interactive Bluebeam studio plan reviews and comment resolution processes, to identify, mitigate, and allocate risks and remove risks from contractor pricing. This \$150 million CMGC project consists of the construction of approximately 60 miles of second main track for BNSF Railway between on the Emporia Subdivision between Mulvane and Ellinor in Kansas. Design and construction involves 20 bridges, three retaining walls, and 80 box culverts.

E-470 Expansion Phase I and II CMGC, Aurora, CO: Structures Estimator for this \$170M CMGC.



Education

BS, Civil Engineering,
Cornell University

Registrations

Licensed Professional
Engineer

Trainings and Certifications

OSHA 30-Hour
Construction Safety
BNSF Awareness
eRailsafe Safety
Awareness
Roadway Worker
Protection
UPRR Safety
Orientation
Design-Build
Professional
Certification (DBIA)
Colorado Contractors
Association Emerging
Leaders Council
U.S. Army Corps of
Engineers Quality
Control Certification

References

Abra Geissler, PE,
Arvada Project Director,
303.995.3008
Stephen Harris, PE,
Atkins Project Manager,
720.646.1929

"Jeff...has demonstrated professional competency and dedication over the past six months, bringing not only a strong technical background, but also sound communication skills that have encouraged a united work environment. Jeff immediately formed strong partnerships with Arvada, Muller, and a host of consultants that helped blur the lines of individual entities and transformed them into one team."

Abra Geissler, PE Arvada Project Director North I-25 Segments 5 and 6 –
SH 66 to SH 402

Dustin McKie

Project Controls

OVERVIEW

Dustin has more than 29 years of experience with scheduling, project controls, and project management for complex, multi-modal construction projects. As a Project Controls Expert and Lead Scheduler, Dustin develops comprehensive, integrated schedules for large, complex infrastructure projects involving utility relocations, environmental permitting, stream restoration, roadway and highway elements, and bridge and wall structures. Dustin has scheduled more than 35 CDOT projects, six design-build projects, and SEMA's entire portfolio of CMGC projects, valued at more than \$800M.

Dustin can be credited for co-authoring and managing a project controls process that includes a fully integrated CMGC schedule combining all design and construction elements, including subcontractor scopes, for CDOT's North I-25 Segments 5 and 6 CMGC. Dustin is a natural collaborator and is exceptionally skilled at developing risk mitigation options and work-around solutions when issues arise that threaten the budget or the schedule.

Dustin plays a critical role with SEMA's Preconstruction Services and Project Management team, SEMA's Cost Estimator, CDOT, the design team, and the ICE—bringing all parties on the same page with respect to the cost, schedule, quality, and risk.

PROJECT EXPERIENCE

CCD 39th Avenue Greenway Park Hill Detention Design-Build, Denver, CO: As Lead Scheduler, Dustin built and managed the fully integrated, cost-loaded design-build schedule for this complex, multi-modal project that involves eight design packages. Dustin's role involved close collaboration with CCD, FHU, and the 26 stakeholder project team for this \$82M project.

E-470 Expansion Phase I and II CMGC, Aurora, CO: As Lead Scheduler, Dustin collaborated with E-470, design partner FHU, and the CMGC team with the creation, maintenance, and logical preparation of the project-wide schedule to effectively manage ongoing changes in scope, timing, and project expectations. This two-phased \$170 million CMGC project includes 17 miles of roadway, 18 bridges, more than 1 million cubic yards of earthmoving, drainage, and HMA.

CDOT North I-25 Segments 5 and 6 CMGC, Loveland, CO: As Lead Scheduler, Dustin provides the CMGC team with an integrated approach for cost and schedule risk mitigation during preconstruction and construction. This \$450M contract includes CMGC services for North I-25 from SH 66 to SH 402. Dustin performed multiple schedule scenarios to determine optimal phasing to minimize time, traffic impacts, and cost relative to major interchange construction.

BNSF Emporia Second Main Track CMGC, Emporia, KS: As Lead Scheduler, Dustin was responsible for the creation, maintenance, and analysis of the fully integrated CMGC project schedule. Collaborating with the CMGC team, including BNSF, Wilson & Company, the ICE, and other stakeholders, Dustin developed a comprehensive and integrated project schedule that includes all elements from design through construction and project close out.

Lead Scheduler for Related Projects:

CCD Peoria Crossing Grade Separation Design-Build

CCD Red Rocks Phases I, II, and III CMGC

El Paso County Baptist Road West

BNSF Alliance Mainline #2 Relocation

BNSF Bradshaw to Aurora Grade Separation

CCD I-70 Interchange and Central Park Boulevard Design-Build

UPRR Second Main Track

Adams County, Pecos St. Grade Separation

UPRR Utah Junction Flyover

Douglas County, Titan Road / UPRR Grade Separation CDOT, Santa Fe and Bellevue Ph. I



Education

BS, Construction Management, Colorado State University

Trainings and Certifications

OSHA 10-Hour Construction Safety
Primavera Scheduling Software
BNSF Awareness
eRailsafe Safety Awareness
Union Pacific Railroad Safety Orientation

References

Jess E. Hastings, P.E.,
Project Manager, Alfred Benesch & Company.
303.345.7929
Curtis Gemaehlich, P.E., Senior Construction Engineer
Stanley Consultants,
303.944.6332

"Developed by Dustin McKie, SEMA's schedule process is thorough. I have actually incorporated SEMA's schedule narrative into [CDOT's] own schedule training."

Jeffery L Hampton, PE,
Arvada Project Engineer,
West Program – Table Mountain Residency

Charlie Bisbee

Construction Management

OVERVIEW

Charlie Bisbee has more than 12 years of experience in heavy civil project and construction management, Charlie successfully manages project-wide scope, cost, schedule, and budget control for diverse civil infrastructure projects, ranging in size from \$2M to \$82M. With \$93M of recent alternate delivery experience, Charlie has comprehensive experience coordinating with public and private Owners, designers, diverse groups of stakeholders, subcontractors, and suppliers to achieve project objectives. Charlie's project portfolio includes 14 CDOT projects.

Charlie's project management expertise includes project controls and administration, schedule, budget, production management, client management, and project team coordination. These management objectives focus on planning, project-wide decision making, risk management, design and construction, coordinating with surrounding/concurrent operations, stakeholder mission alignment, and performance analysis. Charlie has a consistent record of exceeding Owner expectations by prioritizing transparency in his project management approach and implements innovative means and methods to save owners money, and by making safety and quality leading priorities.

PROJECT EXPERIENCE

CCD 39th Avenue Greenway Park Hill Detention Design-Build, Denver, CO: Deputy Design-Build Project Manager for Denver's \$82M infrastructure project involving floodwater conveyance to the outfall at Globeville Landing Park and the installation of 3 miles of water, sewage, and drainage utility infrastructure, with depths of up to 25 feet underground. Charlie works directly with Larry Walsh managing day-to-day project administration and supports Denver's executive team by providing hands-on management for public information on this highly visible project involving hundreds of stakeholders.

Red Rocks Horizontal Infrastructure Improvements CMGC, Phases I, II, and III, Denver, CO: As Project Manager for all three phases of Denver's first public works CMGC, Charlie's responsibilities included managing cost, schedule, and project scope which comprised intersection reconfiguration, road realignment, extensive lot reconfiguration to improve traffic management and storm drainage, and construction of a 350,000-gallon underground stormwater retention system with passive water quality improvement structures. All work had to be coordinated around events, mandating winter-only construction and three-year phased project. Charlie was instrumental in partnering with Denver to develop value engineering alternatives that brought about excess funds used in subsequent phases of the project. This project involved coordination among a diverse group of stakeholders and received ENR's Best Environmental/Urban Development Award.

Adams County Pecos Street Separation, Adams County, CO: As Project Manager for this \$26M project that involved roadway grade separation over multiple rail lines by bridge overpass. Work included two cast-in-place concrete segmental bridges, a 4-lane roadway along the present Pecos Street horizontal alignment with a new bridge and MSE retaining walls, and a 2-lane roadway connecting 62nd Parkway with a new bridge and MSE walls, all constructed with aesthetics in mind. Charlie led extensive stakeholder and rail coordination efforts for this project that was located within UPRR and BNSF ROW. Charlie was also engaged in the heightened PI efforts on this project due to it's high visibility in the adjacent community.

Jefferson County Waterton/Wadsworth Intersection Improvements. Jefferson County, CO: As Project Manager on this safety and capacity improvement project, Charlie, working with Jud Barlow, led this project to on-time completion and delivered this project \$450,000 under budget. By accelerating construction to begin during winter months, the team could capitalize on low-flows in Brush Creek for culvert construction. Charlie implemented heightened coordination with adjacent Stakeholder, Lockheed Martin, to manage construction activities to allow 24/7 access for shipments to/from their facility maintained. Charlie and his team paid extensive attention to MOT to safely accommodate a rapid rise in traffic due to an unexpected increase in local residential development. This project received APWA's National 2018 Project of the Year Award.



TIER
II

Education

BS Construction Management, Colorado State University

Trainings and Certifications

OSHA 10-Hour Construction Safety
CDOT Erosion Control Supervisor
CDOT Traffic Control Supervisor
BNSF Awareness
eRailsafe Safety Awareness
Roadway Worker Protection
UPRR Safety Orientation

References

Grant Anderson, PE, Arvada Resident Engineer – Mountain Residency, 720.505.1793
Chris Pacheco, PE, Deputy Director, City and County of Denver Mayors Office of the North Denver Cornerstone Collaborative, 720.560.0689

"SEMA completed this project on time and under budget, while providing a high-quality finished product...SEMA and Jefferson County representatives effectively resolved issues that came up on this project by taking a teamwork approach."

Gary Campbell, PE, Project Engineer, Jefferson County – Wadsworth-Waterton Intersections Improvement Project

Elver Bernal

Safety

OVERVIEW

Elver Bernal brings 22 years of experience to this Project as SEMA's Corporate Safety Director and EEO Officer. Elver provides coordination and oversight of the health, safety, and security plans for all of SEMA's projects in SEMA's Rocky Mountain District. Elver's has a wealth of safety experience, valued at \$1 billion, and has successfully led SEMA's safety program to top 1% industry performance, as evidenced by our 2019 0.55 EMR.

Having worked for SEMA for 22 years in both the Construction and Precast Divisions, Elver has received extensive OSHA safety certifications including the coveted OSHA 500 Occupational Safety and Health Trainer Certification. Elver's daily responsibilities developing, implementing, and managing SEMA's safety policies and procedures keeps him busy in the field. He coordinates the delivery of occupational safety and health trainings in both English and Spanish, and conducts worksite and process inspections for safety hazards.

Elver has experience on more than 60 heavy rail projects and a thorough understanding of UPRR's Safety Policy requirements and will confirm the team is educated on safety compliance requirements and expectations and oversee the safe operation of site coordination and construction activities. He will lead the effort in meeting Arvada's and UPRR's safety goals for the project. Skilled at nurturing a culture of safety on large, complex infrastructure projects, Elver will collaborate with Project Manager Larry Walsh, Construction Manager Charlie Bisbee, field operations leaders, and construction crews to ensure safe operations at all times. He will engage team members while using potential safety concerns as teachable moments to build the overall success of the safety program.

PROJECT EXPERIENCE

Alternate Delivery:

CCD 39th Ave Greenway & Park Hill Detention Design-Build – \$82 million
CCD Peoria Crossing Grade Separation Design-Build – \$21 million
E-470 Expansion Parker to Quincy (Phase I) CM/GC – \$90 million
E-470 Expansion Quincy to I-70 (Phase II) CM/GC – \$80 million
CDOT North I-25 Express Lanes Design-Build – \$200 million
CDOT North I-25 Segments 5 & 6 CM/GC – \$450 million
CCD Red Rocks Stormwater & Infrastructure Improvements, Phases I, II, III CM/GC – \$7.1 million
CCD I-70 & Central Park Blvd Interchange Design-Build – \$33 million

Grade Separation & Heavy Rail:

BNSF Alliance Mainline #2 Relocation	Douglas County, Titan Road / UPRR
BNSF Bradshaw to Aurora Grade Separation	Grade Separation – Douglas County, CO
UPRR Second Main Track	CDOT, Santa Fe and Belleview Ph. I – Englewood, CO
El Paso County Baptist Road West	CDOT I-76 over Union Pacific Railroad, Bridge Replacements – Adams County, CO
Adams County, Pecos St. Grade Separation	BNSF Fort Sumner to Agudo Pecos River Bridge – Ft. Sumner, NM
UPRR Utah Junction Flyover	City of Grand Junction, Riverside Parkway Phases I, II, III – Grand Junction, CO
Douglas County, Titan Road / UPRR Grade Separation CDOT, Santa Fe and Belleview Ph. I	CDOT COSMIX Colorado Springs, CO
City of El Segundo, Douglas St. Gap Closure Railroad Grade Separation – El Segundo, CA	KDOT K-18 Phase I – Manhattan, KS
UPRR Utah Junction Flyover – Denver, CO	

CDOT, I-25 and Broadway Viaduct – Denver, CO
City of Castle Rock, Front Street Flyover – Denver, CO
CDOT, U.S. 85 and Titan Road – Douglas County, CO
CDOT, Limon U.S. 24/40 – Limon, CO



Trainings and Certifications

Bureau of Certified Safety Professionals – Construction Health & Safety Technician Certification
40 Hour OSHA Training
40 Hour HAZWOPER

Trainings and Certifications

Certified OSHA 30- and 40-Hour Trainer
Certified BNSF Railway and Union Pacific Railroad (UPRR) Safety Trainer
Certified OSHA Aerial Lifts Trainer
OSHA Certified Fall Protection Trainer
Certified OSHA Forklift Trainer
Certified OSHA Rigger Trainer
Certified OSHA Signal Person Training (Trainer)

References

Mark Semonisck, CDOT Deputy Risk Manager, Loss Control Supervisor, 303.588.6950
Gregory Stefan, Arch Insurance Vice President Risk Control, 404.682.4320

**Zurich North America Surety**

5445 DTC Parkway, Suite 100
Greenwood Village, CO 50111
Phone (800) 987-3373
Fax (877) 962-2567

September 12, 2019

City of Arvada
8101 Ralston Road
Arvada, CO 80002

Re: SEMA Construction, Inc.
RFQ-19-W. 72nd Ave.-CMGC
Construction Manager/General Contractor Services for West 72nd Avenue – Kipling Street to
Simms Street

To Whom It May Concern:

Fidelity Deposit Company of Maryland and Zurich American Insurance Company acts as surety for SEMA Construction, Inc. in its contracting matters. Fidelity Deposit Company of Maryland and Zurich American Insurance Company is a major provider of contract surety bonds, is listed in the Federal Register as a surety acceptable for Federal projects and is licensed in the State of Colorado. Fidelity Deposit Company of Maryland and Zurich American Insurance Company both have an AM Best Rating of A+, XV.

We currently extend to SEMA Construction, Inc., bonding capacity in the amount of \$130,000,000 single/\$600,000,000 aggregate. Based upon our knowledge of SEMA Construction Inc.'s management, construction expertise and current financial condition, we have every confidence in their abilities to successfully undertake, manage and complete projects within its areas of expertise.

We will favorably consider a request from SEMA Construction, Inc. to provide the required performance and payment bonds associated with this project. However, such consideration and subsequent approval is subject to review and approval of the contract terms and conditions (including bond forms), confirmation of full project financing and other underwriting criteria which we deem relevant at the time of such request.

Please understand that this letter is not an assumption of liability, nor is it a commitment to approve and provide bonds. This letter is offered as a bonding reference at the request of our client.

Sincerely,

Angela M. Tindol

Attorney-in-Fact for

Fidelity and Deposit Company of Maryland and
Zurich American Insurance Company

Cc: SEMA Construction, Inc.
Alliant Insurance Services, Inc.

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **ROBERT D. MURRAY, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Anuj JAIN, Angela M. TINDOL, Judith MUNSON, Stephnie LOGAN and Mona D.WEAVER, all of GREENWOOD VILLAGE, Colorado, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 6th day of August, A.D. 2019.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: _____

Dawn E. Brown
Assistant Secretary
Dawn E. Brown

Vice President
Robert D. Murray

State of Maryland
County of Baltimore

On this 6th day of August, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **ROBERT D. MURRAY, Vice President, and DAWN E. BROWN, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

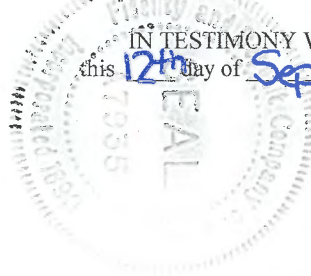
This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 12th day of September, 2019.



Brian M. Hodges

Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/17/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC P.O. Box 7050 Englewood, CO 80155 800 873-8500		CONTACT NAME: Client Manager PHONE (A/C, No, Ext): 800 873-8500 E-MAIL ADDRESS: den.contractors@usi.com FAX (A/C, No): 303-831-5295															
INSURED SEMA Construction, Inc. 7353 S. Eagle St. Centennial, CO 80112		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Greenwich Insurance Company</td> <td>22322</td> </tr> <tr> <td>INSURER B : National Fire & Marine Insurance Co.</td> <td>20079</td> </tr> <tr> <td>INSURER C : XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Greenwich Insurance Company	22322	INSURER B : National Fire & Marine Insurance Co.	20079	INSURER C : XL Specialty Insurance Company	37885	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :																	
INSURER E :																	
INSURER F :																	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☒ PRO-JECT ☒ LOC OTHER:	X	X	CGD7409823	04/01/2019	04/01/2020	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	CAS7409824	04/01/2019	04/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	X	X	42XSF30239404	04/01/2019	04/01/2020	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y / ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	CWD7409822	04/01/2019	04/01/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RFQ-19-W. 72nd Ave.-CMGC

As required by written contract or written agreement, City of Arvada is included as Additional Insured as respects General Liability but only as respects work performed on behalf of the named insured.

CERTIFICATE HOLDER

CANCELLATION

City of Arvada
 8101 Ralston Road
 Arvada, CO 80001-8101

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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SUBMITTAL INSTRUCTIONS:

Qualifications must be submitted in the order listed below with each section clearly identified.

Submit ON-LINE OR one (1) unbound original proposal, X copies and one (1) copy on a flash drive.

Cover & Executive Summary.

Detail Firm's and employees' Capabilities, Experience, Licensing, and Compliance Status.

Details of Qualifications – products & services, implementation timeline and warranties.

Completed Owner Submittal Forms including this sheet and all other attachments requested.

Pricing – All fee and costs associated with the offering.

Performance Measures Form, when this is for an applicable service.

✓ Insurance – Checking this box accepts that the insurance requirements listed by the Owner are acceptable unless listed in the variations on the previous page.

CONFIDENTIAL information, if any, MUST be stamped as such on each page and submitted separately.

Please initial to acknowledge Addenda, if any:

#1 TBA #2 TBA #3 TBA

REFERENCES:

Check here if Firm's standard reference sheet is attached, otherwise, use the space below.

Name: Alliant Insurance Services, Inc. Contact Person: AJ Jain

Address: 6312 S Fiddlers Green Cir., Ste. 300E, Greenwood Village, CO 80111

Telephone No: (303) 917-4141 Email: aj.jain@alliant.com

Describe type of work/service performed or items supplied: Surety and insurance broker for SEMA

Name: City and County of Denver Contact Person: David Huntsinger, PE

Address: 201 W. Colfax Ave., Denver, CO 80204

Telephone No: (720) 913-8822 Email: david.huntsinger@denvergov.org

Describe type of work/service performed or items supplied: Director of Public Works, Infrastructure Project

Management

Name: BNSF Railway Company Contact Person: Brian Large

Address: 5800 N. Main Street, Fort Worth, TX 76179

Telephone No: (817) 371-5931 Email: brian.large@bnsf.com

Describe type of work/service performed or items supplied: BNSF Railway Engineering

PERFORMANCE MEASURES FORM INSTRUCTIONS:

The Owner has incorporated Performance Management into its organizational culture. When vendors submit offers to the Owner in response to solicitations for **Services** (not associated with the primary purchase of goods, supplies, or software), they shall identify the methods and goals by which they will monitor and report their performance providing those services to the Owner. Vendor's performance shall be documented as to (a) Price/Cost, (b) Punctuality/Responsiveness (c) Quality/Reliability, and (d) Sustainability/or Innovation.

1. Vendor will define 1-2 measures for (a) Price/Cost, (b) Punctuality/Responsiveness (c) Quality/Reliability, and (d) Sustainability/or Innovation, that follow S.M.A.R.T goals: Specific, Measurable, Achievable, Relevant, and Timely, per category.
2. The vendor will self-score their defined metrics within a score card emailed from purchasing 2 months prior to contract renewal. The department will review the vendor's self-scored measures.

SERVICES means: the furnishing of labor, time, effort, maintenance, etc., by a vendor/contractor/consultant, with an initial contract amount of more than \$15,000.

(a) Price/Cost

Example Measure: Consultant will submit detailed invoices substantiating amounts requested.

1. SEMA will provide monthly invoices & project reports to support payment of Preconstruction Services.
2. SEMA will develop and submit an Opinion of Probable Cost (OPCC) at 30%, 60%, and 90% design milestones for each construction package.

(b) Punctuality/Responsiveness

Example Measure: Reporting of project status will occur monthly with the Owner and consultant's Project Manager.

1. SEMA will prepare an integrated design & construction CPM schedule that is updated on a monthly basis.
2. SEMA will hold weekly meetings with Owner to review 3-week look ahead schedule, project status, utilities, safety, etc.

(c) Quality/Reliability

Example Measure: Revisions are drafted within two weeks, and no more than 3 revisions prior to final draft.

1. SEMA will develop and submit a Quality Control Plan for the project.
2. SEMA will hold weekly quality control meetings with owner to address project quality.

(d) Sustainability and/or Innovation

Example Measure: Digital reports delivered to the Owner 95% to reduce use of paper.

1. SEMA will develop with owner a Risk Management Plan.
2. SEMA will lead discussions for proposed innovations to mitigate impacts, accelerate construction, early relocation of utilities, and construction phasing.

Performance measures will be queried for every year of the contract. Performance measures reporting will partially inform re-contracting with or renewing a contract with a vendor.

**APPENDIX ITEMS: COST MODEL, PROJECT RISK
MATRIX, AND PRELIMINARY PROJECT SCHEDULE
HAVE BEEN REMOVED FROM THIS SUBMITTAL #1
AND CAN BE FOUND AS PART OF SEMA'S
PROPRIETARY SUBMITTAL #2**



SEMA Construction has been named a 2019 and 2018 Top Workplace by the Denver Post. This prestigious award, based solely on employee feedback, recognizes SEMA's strong workplace culture, alignment, execution, and connection—driving increased client attention.

Exhibit 2.11.10

Contractor's Baseline Schedule Documents



West 72nd Avenue – Kipling to Simms Street CMGC Services

SEMA Project No. 101915

Baseline Schedule Update January 2021

Data Date: January 27, 2021

Contract Information

Contract Date:	2019-12-02
85% Funding Allocation:	2022-02-26
Final Completion NTE:	2024-02-01

Baseline Schedule

Pre-Construction Services end:	2020-10-27
NTP CP1 Early Utilities:	2020-11-06
NTP CP2 Swadley – Oak:	2020-11-02
NTP CP3 Oak-Kipling Non UPRR	2020-11-30
NTP CP3 Oak – Kipling w UPRR:	2021-04-27
Final Completion:	2023-02-06

Current Schedule

Pre-Construction Services end:	2021-11-15
NTP CP1 Early Utilities:	2021-03-29
NTP CP2 Swadley – Oak:	2021-08-09
NTP CP3 Oak-Kipling Non UPRR	2022-01-11
NTP CP3 Oak – Kipling w UPRR:	2022-01-26
Final Completion:	2024-01-08



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Section 1: Project Overview/Summary

This update covers the period to January 31, 2021. Overall completion of the project is now projected in January 2024.

The 4th quarter of 2020 presented multiple impacts to the schedule. The most significant impacts were associated with the UPRR / PUC coordination; however, ROW and Utility relocations also underwent notable changes. A summary of which is included herein.

UPRR Coordination:

The UPRR coordination remains the controlling item for NTP of Construction Package 3 (Oak to Kipling and UPRR underpass) in addition to the overall completion of the project.

In December 2020, the project and UPRR agreed to proceed with the Underpass design; however, this agreement included multiple conditions from the UPRR. At the time of this update these conditions are being vetted out between the designers and UPRR. The current timeline for the design process leading to UPRR approval is projected into 2022. The details of this projected timeline are conveyed in the attached CPM schedule. The effect of this timeline has pushed the projected overall completion into January 2024.

ROW:

ROW for the project is projected to be complete by August 2021.

ROW is not expected to impact CP1. Existing easements are in place and appear adequate to accommodate most of the utility work. ROW parcels that do impact CP1 utility work are expected to be acquired prior to work beginning. CP2 (Swadley to Oak) NTP is controlled by ROW.

Utilities:

Utility design continues to progress, and work is expected to begin in May 2021 based on Xcel's latest timelines.

Coordination with UPRR (location of the bores) is impacting the final design and subsequent UPRR Crossing agreements.

Design:

CP1 is nearly complete pending final coordination with UPRR.

CP2 90% (FOR) plans are expected in February. Phasing coordination is ongoing.

CP3 plans are currently working through UPRR conditions with a 25% design submittal to the UPRR expected next period.

Construction:

Construction activities in the schedule are based on preliminary plans at this time and intended to serve as a general timeframe for analysis. As plans develop, construction activities in the schedule will be expanded upon and adjusted accordingly.

Section 2: Contract Time / Milestones

2.1 Summary of Dates:

Original Contract Information:

Contract Date:	2019-12-02
85% Funding Allocation:	2022-02-26
Contract Final Completion Date	2024-02-01

Baseline Schedule

Completion Pre-construction Services:	2020-10-27
NTP Early Utility Package:	2020-11-06
Completion Early Utility Package:	2021-05-20
NTP Swadley to Oak:	2020-11-02
Completion Swadley to Oak:	2022-02-22
NTP Oak to Kipling – NON-UPRR	2020-11-30
NTP Oak to Kipling INCL. UPRR	2021-04-27
Completion Oak to Kipling	2023-02-06

Changes / Revisions:

Revised Milestones if applicable:	NA
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Current Schedule

	Current	Last Period
Completion Pre-construction Services:	2021-11-15	2021-02-12
NTP Early Utility Package:	2021-03-29	2021-05-17
Completion Early Utility Package:	2021-10-15	2021-11-29
NTP Swadley to Oak:	2021-08-09	2021-08-23
Completion Swadley to Oak:	2023-07-31	2022-12-06
NTP Oak to Kipling – NON-UPRR	2022-01-11	2022-07-27
NTP Oak to Kipling INCL. UPRR	2022-01-26	2021-08-13
Completion Oak to Kipling	2024-01-08	2023-08-07

Section 3: Critical Elements of the Schedule

3.1 Utilities

Relocations of utilities are necessary prior to construction, notably installation of the bypass road at the UPRR. Accordingly, an early utility relocation package is planned for in the schedule to address this.

The Xcel utility relocation includes their internal design. Based on information provided at the Kickoff meeting this design is anticipated to complete by July 31, 2020.

At the time of the Baseline Schedule submittal construction durations are an estimate only. Durations will need to be coordinated with Xcel. The schedule conveys an overall 6-month duration for Xcel relocations. In addition, the schedule conveys that 4 months are needed to complete the underground relocation associated with the UPRR Bypass road.

3.2 ROW

ROW procurement is necessary prior to construction. At the time of the baseline schedule estimates and assumptions were made relative to the projected timeline. The baseline schedule currently projects a 9-month duration for all ROW beginning on January 31, 2020. As information becomes available detail will be added to individual ROW parcels and scheduled according to planned acquisition dates and priority.

Update: 2020-03-31:

ROW acquisition remains a critical element of the schedule. The premise is that prior to City Council approval of a construction package, the ROW associated with the construction package must be procured. Based on this premise the ROW process is controlling the NTP for CP1 and CP2. In addition, the ROW process is on the critical path leading to completion of CP2.

Additional detail was added to the schedule to track key ROW parcels and specific groups of parcels. This detail is currently being reviewed by the ROW group to gain concurrence on durations and sequence. The schedule is anticipated to change upon feedback from the ROW group.

Update: 2020-04-30:

ROW also had a significant impact to the schedule this period. Additional information was provided by the ROW group regarding expected steps and durations necessary for the acquisition process. This information was added to the project schedule to cover each ROW parcel / bundle. In summary this resulted in pushing the start of construction for all three Construction Packages to May 3, 2021.

Note that further analysis remains on the ROW process now that the process has been entered into the project schedule. The durations in the schedule are conservative; however, they are also all concurrent. It is hopeful that key ROW parcels in the Early Utility Package (CP1) can be improved upon and lead to an earlier start than currently shown. In addition a strategic



approach to acquisition with possible escrow options and conditional clearances may further improve the current schedule.

Update 2020-05-31

The current controlling item in the schedule remains the ROW process and is the basis for the schedule slippage this period. All three NTP's for the construction packages are driven by the ROW acquisition. Two ROW packages slipped this period which are associated with CP1 (Lincoln Academy and the Grange).

The project team will continue to investigate ways to mitigate the schedule risk associated with the ROW process which may include conditional clearances.

The process is underway with legal exhibits complete for multiple packages.

Update 2020-06-30 to 2020-08-31

The projected ROW process controls NTP for Construction Packages 1 and 2 (Early Utilities and Oak to Swadley). These dates slipped this period based on not progressing the ROW as anticipated last period. Note that the Project is investigating options to improve the current projections. This may include conditional clearances to begin the contract execution period earlier

Update 2021-01-31:

ROW is projected to complete in August 2021.

3.3 UPRR Coordination.

UPRR coordination is critical to the success of this project. Obtaining the C&M agreement for construction of the UPRR bridge is on the critical path. In addition, agreements are needed for utility crossings as part of the early utility relocation package. Estimated time frames for these elements are included in the baseline schedule.

Section 4: Issue / Concerns / Changes

4.1 Utility Verizon / Level 3 Parallel with UPRR

4.1.1 2020-02-29 to 2020-04-30 Update:

Two utility relocations were added to the schedule for MCI and Level 3. These two lines parallel the UPRR alignment and present risk to the schedule due to the unknown nature of the relocation. Currently the design is pursuing an option to run these utilities on the UPRR Bridge, which will require approval from UPRR. Alternate locations for these two lines present challenges due to obstructions created by the Secant Walls. Activities were added to the schedule to include this scope of work assuming they can be relocated onto the bridge. This issue should be monitored closely to prevent schedule impacts. The schedule will be adjusted in future updates as information becomes available

4.1.2 2020-05-31 to 2020-06-30 Update:

Activities were added to the schedule to reflect the potholing required in the UPRR ROW associated with Level 3 and Verizon. The potholing and subsequent confirmation of their locations precede the RR Crossing application submittal which presents risk to the schedule.

4.1.3 2020-08-31 to 2021-01-31 Update:

Potholing verification of lines parallel to UPRR (Verizon and Level 3) has been prolonged due to difficulties obtaining a ROE permit with UPRR. This potholing has pushed final design dates back for CP1 (Early Utilities Package).

4.2 UPRR C&M Agreement (Underpass and Bypass Road)

4.2.1 2020-02-29 Update:

The separation of the Bypass Road at UPRR from the main underpass C&M agreement is a concept being pursued by Muller and HDR. This concept, if successful could significantly help the schedule and reduce risk associated with the UPRR. Currently the Bypass Road construction begins upon approval of the C&M agreement. Furthermore, the Bypass Road construction includes signal and crossing work to be performed by UPRR forces, which subjects the project to potential delays by UPRR. If an early agreement can be reached with UPRR for the Bypass Road, then this critical work can begin early. No schedule changes at this time.

4.2.2 2020-03-31 Update:

UPRR received the 30% submittal this period; however, UPRR notified the project that they would not begin the review process until a letter was received conveying that no UPRR cost sharing would be required. The COA is currently addressing this request. This issue may impact the schedule, however Muller/HDR have indicated they are progressing with the 90% submittal and will attempt to maintain the original date.

It was determined that the concept of separating the Bypass Road and Temp Crossing from the main C&M agreement would not be approved by the UPRR.

4.2.3 2020-04-30 Update:

UPRR rejected the planned underpass during the 30% submittal process. Based on the long history of UPRR coordination prior to this submittal, this was entirely unexpected. The Project Team is currently in the process of addressing the rejection of the underpass by UPRR. Currently two courses of action have been initiated.

The first is further communication with UPRR with the objective to resume the C&M Agreement process for the underpass. This is the logic currently incorporated into the project schedule and is expected to have a delay which coincides with UPRR's duration to resume the process.

The second course of action includes pursuing a Contested C&M agreement through the PUC. This course of action has been initiated in the event UPRR remains opposed to the underpass; however due to the significant schedule impacts this option is not preferred. Accordingly, the schedule now includes activities for this Contested C&M agreement process for information only; however, is not incorporated into the overall logic at this time. In the event this option is necessary, an estimated delay of xx days should be expected.

4.2.4 2020-05-31 Update:

No response has been received from UPRR regarding the request to reconsider approving the underpass configuration. This has pushed back the expected 90% submittal date associated with the C&M Agreement. In addition, this has also pushed the NTP for the UPRR related work in CP3 to May 26, 2021. It is believed that the COVID situation and associated furloughs at UPRR are contributing the prolonged no-response period.

The second course of action of pursuing a Contested C&M agreement through the PUC is in process with the PUC application expected to be submitted in June. The duration for this process is shown in the schedule; however, remains disconnected from the rest of the CPM network.

4.2.5 2020-06-30 to 2020-08-31 Update:

The UPRR coordination is the controlling item for NTP of Construction Package 3 (Oak to Kipling and UPRR underpass) in addition to the overall completion of the project.

No response has been received from UPRR regarding the request to reconsider approving the underpass configuration. This has again pushed back the expected 90% submittal date associated with the C&M Agreement.

The second course of action of pursuing a Contested C&M agreement through the PUC remains in process with the PUC application expected to be submitted in July. The duration

for this process is shown in the schedule; however, remains disconnected from the rest of the CPM network.

4.2.6 2021-01-31 Update:

The project is now moving forward with the Underpass; however, multiple conditions set forth by the UPRR are being discussed and have the potential to disrupt the current schedule. Based on estimated timelines with UPRR approval, the C&M Agreement is projected in January 2022.

4.3 UPRR – Track / Signal Crew Mobilization

4.3.1 2020-03-31 thru 2021-01-31 Update:

The schedule now includes a 75-day activity to mobilize UPRR crews upon execution of the C&M agreement. This was added to the schedule based on current information and effectively increased the overall duration of the project accordingly. The project team should continue to investigate ways to mitigate this impact even though it is under the UPRR's control.

Section 5: Critical Path and Logic

5.1 Schedule Logic Baseline

An Activity Report for all relationship and logic data utilized in the schedule is available upon request.

5.2 Critical Path Analysis

See attached critical path schedule for all activities on the critical path.

101915 Arvada CMGC; West 72nd Ave - Kipling to Simms - Baseline Schedule - January 2021										Submttl Update Critical										03-Feb-21 15:02																																								
Activity ID		Activity Name				Qty	Unit	Prod	Orig Dur	Total Float	Start	Finish	2021												2022												2023												2024											
													J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S			
101915 Arvada CMGC; West 72nd Ave - Kipling to Simms - Baseline Scher										766	0		07-Jan-21 A	01-Feb-24																																														
Contract / Key Dates and Milestones										524	0		11-Jan-22	01-Feb-24																																														
CONEND		Contract Completion Date Max (2024-02-01)							0	0		01-Feb-24*																																																
Milestones										524	0		11-Jan-22	01-Feb-24																																														
NTP CP3A		NTP, CP3, Oak to Kipling NON-UPRR							0	45		11-Jan-22																																																
END		Completion Overall (CP3 Kipling to Oak)							0	0		08-Jan-24																																																
END10		Contingency / Early Completion to Contractual End Date							24	0	09-Jan-24	01-Feb-24																																																
Design / OPCC / CAP										369	0		07-Jan-21 A	09-Jul-22																																														
CP3 - Oak to Kipling (Muller)										242	20		07-Jan-21 A	11-Jan-22																																														
CP3_DES_360		25% Address Comments - Submit Plans				30	cd		18	5	07-Jan-21 A	05-Feb-21																																																
CP3_DES_370		25% UPRR Review				30	cd		30	5	06-Feb-21	07-Mar-21																																																
CP3_DES_380		25% Set Up 25% On-Site Meeting				30	cd		30	5	08-Mar-21	06-Apr-21																																																
CP3_DES_390		25% Second Address Comments Submit Plans				15	cd		15	5	07-Apr-21	21-Apr-21																																																
CP3_DES_400		25% Second UPRR Review				30	cd		30	5	22-Apr-21	21-May-21																																																
CP3_DES_410		30% Address Comments - Submit Plans				15	cd		15	5	17-May-21	31-May-21																																																
CP3_DES_420		30% UPRR Review				30	cd		30	5	01-Jun-21	30-Jun-21																																																
CP3_DES_440		30% Second Address Comments Submit Plans				15	cd		15	5	01-Jul-21	15-Jul-21																																																
CP3_DES_450		30% Second UPRR Review				30	cd		30	5	16-Jul-21	14-Aug-21																																																
CP3_DES_550		Design, 90% (UPRR Changes), CP3 (Oak to Kipling)							30	15	28-Jul-21	08-Sep-21																																																
CP3_DES_460		90% Address Comments - Submit Plans				15	cd		15	5	15-Aug-21	29-Aug-21																																																
CP3_DES_470		90% UPRR Review				30	cd		30	5	30-Aug-21	28-Sep-21																																																
CP3_DES_560		Review Session Bluebeam, 90% (UPRR Changes), CP3 (Oak to Kipling)							10	15	09-Sep-21	22-Sep-21																																																
CP3_CAP_190		Qty Reconciliation Meeting, 90% (UPRR Changes), CP3							1	15	24-Sep-21	24-Sep-21																																																
CP3_CAP_200		Estimate, Subs/Suppliers, for OPCC, 90% (UPRR Changes), CP3							15	15	27-Sep-21	15-Oct-21																																																
CP3_DES_480		90% Second Address Comments Submit Plans				15	cd		15	5	29-Sep-21	13-Oct-21																																																
CP3_DES_490		90% Second UPRR Review				30	cd		30	5	14-Oct-21	12-Nov-21																																																
CP3_CAP_110		OPCC Meeting, 90%, CP3							1	15	18-Oct-21	18-Oct-21																																																
CP3_CAP_210		Final Negotiations, Risk Matrix, FA Specs, 90%, CP3							10	15	19-Oct-21	01-Nov-21																																																
CP3_CAP_120		CAP / Contract Negotiation, Oak-Kipling					wd		10	15	02-Nov-21	15-Nov-21																																																
CP3_CAP_170		Prepare Contract for City Council, Oak-Kipling					wd		20	15	16-Nov-21	15-Dec-21																																																
CP3_CAP_160		City Council Approve, Oak-Kipling					mon		1	2	20-Dec-21	20-Dec-21																																																
CP3_CAP_130		Issue NTP, Oak-Kipling					cd		21	22	21-Dec-21	10-Jan-22																																																
CP3_CAP_150		Limited NTP, Oak to Kipling (Non UPRR Impact)							0	20	11-Jan-22																																																	
MP1: Material Procurement (LLTP), UPRR Steel										164	0		15-Nov-21	09-Jul-22																																														
CP3_PRO_110		OPCC, 90%, Structural Steel, UPRR Brdg							15	3	15-Nov-21	07-Dec-21																																																
CP3_PRO_120		CAP / Contract Negotiation, Structural Steel, UPRR Brdg							5	3	08-Dec-21	14-Dec-21																																																
CP3_PRO_130		City Council Approval - Begin Procurement, Str Steel, UPRR					mon		1	0	20-Dec-21	20-Dec-21																																																
CP3_PRO_150		Issue NTP -Procurement, Str Steel, UPRR				3	wks		21	1	21-Dec-21	10-Jan-22																																																
CP3_PRO_140		Procurement Str Steel, UPRR Bridge				6	mos		180	1	11-Jan-22	09-Jul-22																																																
Construction										379	0		11-Jul-22	08-Jan-24																																														
Construction Package CP3, Oak to Kipling - Innovation Phasing										379	0		11-Jul-22	08-Jan-24																																														
CP3_CON_4300		Erect Steel Plate Girders, P1				16	ea		4	0	11-Jul-22	14-Jul-22																																																
CP3_CON_4310		Misc Steel / Ballast Ret / Waterproofing, P1				1	ls		10	0	15-Jul-22	28-Jul-22																																																
CP3_CON_4060		Construct Shoofly Tracks (Contractor), P1A							15	0	29-Jul-22	18-Aug-22																																																
CP3_CON_4090		Shift Track / Connect Mainline to Shoofly (UPRR), P1B							5	0	19-Aug-22	25-Aug-22																																																
CP3_CON_4930		**72nd Closed - UPRR Install Crossing and Signals on Shoofly Tr							5	0	19-Aug-22	25-Aug-22																																																
CP3_CON_4940		**72nd Closed - UPRR Install Crossing and Signals on Shoofly Tr							5	0	19-Aug-22	25-Aug-22																																																
CP3_CON_4900		Milestone - UPRR Train Traffic on Shoo Fly							0	0		25-Aug-22																																																
CP3_CON_4360		Caissons 54", Abut 3, P2				400+/-	100/d		12	0	26-Aug-22	13-Sep-22																																																
CP3_CON_4380		Caissons 54", Abut 1, P2				400+/-	100/d		12	0	14-Sep-22	29-Sep-22																																																
CP3_CON_4420		Caissons 54", Pier 2, P2				400+/-	100/d		12	0	30-Sep-22	17-Oct-22																																																
CP3_CON_4410		Shoring/Excavation, Pier 2, P2				1	ls		5	0	18-Oct-22	24-Oct-22																																																
CP3_CON_4450		FRP Conc, Pier 2, P2							8	0	25-Oct-22	03-Nov-22																																																
CP3_CON_4460		Final Cure, Substructure, P2				7	cd		7	0	04-Nov-22	10-Nov-22																																																
CP3_CON_4470		Erect Steel Plate Girders, P2				6	ea		3	0	11-Nov-22	15-Nov-22																																																
CP3_CON_4540		Excavation, Rdwy, Oak-Kipling, Ph5 (Balance at Brdg)				15k+/-	cy	2k/d	10	0	16-Nov-22	01-Dec-22																																																
CP3_CON_4550		Drainage 128R to M2L, 128+ to 113+, P2				1699	lf	100/d	20	0	16-Nov-22	15-Dec-22																																																
CP3_CON_4510		Construct Waterline, P2 (Applicable?)				1000+/-			15	0	16-Dec-22	09-Jan-23																																																
CP3_CON_4560		Subgrade Prep, Oak-Kipling, South 113+ to 135+, P2-P4				2200	lf		5	0	10-Jan-23	16-Jan-23																																																

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101915 Arvada CMGC; West 72nd Ave - Kipling to Simms - Baseline Schedule - January 2021						Baseline Submittal Full														03-Feb-21 14:59																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
Activity ID		Activity Name		Qty	Unit	Orig Dur	Rem Dur	Total Float	Start	Finish	2020												2021												2022												2023												2024																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										
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101915 Arvada CMGC; West 72nd Ave - Kipling to Simms - Baseline Schedule - January 2021						Baseline Submittal Full												03-Feb-21 14:59																																							
Activity ID		Activity Name		Qty	Unit	Orig Dur	Rem Dur	Total Float	Start	Finish																																															
											N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S
Milestones for NTP, Oak to Kipling																																																									
CP3_M_ROW:		ROW Cleared, Oak-Kipling, CP3				0	0	104	09-Aug-21	09-Aug-21	◆ ROW Cleared, Oak-Kipling, CP3																																														
CP3_M_UPRR		SEMAROE Agreement UPRR Oak to Kipling			cd	45	45	40	28-Dec-21	01-Mar-22	SEMAROE Agreement UPRR Oak to Kipling																																														
MP1: Material Procurement (LLTP), UPRR Steel																																																									
CP3_PRO_100		OPCC 30%, Structural Steel, UPRR Brdg				10	0		05-Jun-20 A	26-Jun-20 A	OPCC 30%, Structural Steel, UPRR Brdg																																														
CP3_PRO_110		OPCC, 90%, Structural Steel, UPRR Brdg				15	15	3	15-Nov-21	07-Dec-21												OPCC, 90%, Structural Steel, UPRR Brdg																																			
CP3_PRO_120		CAP / Contract Negotiation, Structural Steel, UPRR Brdg				5	5	3	08-Dec-21	14-Dec-21												CAP / Contract Negotiation, Structural Steel, UPRR Brdg																																			
CP3_PRO_130		City Council Approval - Begin Procurement, Str Steel, UPRR			mon	1	1	0	20-Dec-21	20-Dec-21												City Council Approval - Begin Procurement, Str Steel, UPRR																																			
CP3_PRO_150		Issue NTP -Procurement, Str Steel, UPRR		3	wks	21	21	1	21-Dec-21	10-Jan-22												Issue NTP -Procurement, Str Steel, UPRR																																			
CP3_PRO_140		Procurement Str Steel, UPRR Bridge		6	mos	180	180	1	11-Jan-22	09-Jul-22												Procurement Str Steel, UPRR Bridge																																			
Pre-Construction Services						803	748	18	16-Sep-19 A	08-Jan-24																																															
Estimating / Cost Modeling						205	0		16-Sep-19 A	26-Jun-20 A																																															
CPG_PCS_110		Develop ROM Estimate / Green Sheets 30% - Project Wide				10	0		16-Sep-19 A	27-Sep-19 A	Develop ROM Estimate / Green Sheets 30% - Project Wide																																														
CPG_PCS_170		Cost Modeling Workshop w ICE / CDOT - 30% Project Wide				10	0		05-Jun-20 A	26-Jun-20 A	Cost Modeling Workshop w ICE / CDOT - 30% Project Wide																																														
Early Action Items / Task Force						30	0		10-Jan-20 A	16-Jul-20 A																																															
CPG_PCS_150		Utilities Task Force - *Early Relocation Focus				30	0		10-Jan-20 A	29-Feb-20 A	Utilities Task Force - *Early Relocation Focus																																														
CPG_PCS_130		Risk - Initial Task Force (Establish Risk Register)				30	0		23-Jan-20 A	16-Jul-20 A	Risk - Initial Task Force (Establish Risk Register)																																														
Public Information / Key Events						803	748	18	18-Nov-19 A	08-Jan-24																																															
CPG_PCS_160		Public Information Services				803	748	0	18-Nov-19 A	08-Jan-24												Public Information Ser																																			
CPG_PCS_120		Open House November (Nov 21)				1	0		21-Nov-19 A	21-Nov-19 A	Open House November (Nov 21)																																														
CPG_PCS_100		Public Information (PI) / Outreach Initial Task Force Meeting				10	0		30-Jan-20 A	30-Jan-20 A	Public Information (PI) / Outreach Initial Task Force Meeting																																														
Submittals / Procurement / Permits (Major)						180	180	598	10-Aug-21	05-Feb-22																																															
CP2_PRO_200		Procurement, Signalization		6	mos	180	180	598	10-Aug-21	05-Feb-22	Procurement, Signalization																																														
Construction						704	704	18	30-Mar-21	08-Jan-24																																															
Construction Package 1 (CP1), Utilities Oak to Kipling						346	346	376	30-Mar-21	08-Aug-22																																															
Administrative / Mobilization						72	72	650	30-Mar-21	09-Jul-21																																															
CP1_CON_1020		Mobilization / Yard Set Up			wd	15	15	707	30-Mar-21	19-Apr-21	Mobilization / Yard Set Up																																														
CP1_CON_1030		Subcontracts Executed			wd	20	20	142	30-Mar-21	26-Apr-21	Subcontracts Executed																																														
CP1_CON_1060		UPRR Flagger Procure for J&B (Post Agreement)			wd	25	25	126	04-Jun-21	09-Jul-21	UPRR Flagger Procure for J&B (Post Agreement)																																														
Submittals / Procurement						40	40	152	27-Apr-21	22-Jun-21																																															
CP1_CON_1040		Submittals Waterline J&B			wd	20	20	152	27-Apr-21	24-May-21	Submittals Waterline J&B																																														
CP1_CON_1050		Procurement Waterline J&B			wd	20	20	152	25-May-21	22-Jun-21	Procurement Waterline J&B																																														
MOT						5	5	142	27-Apr-21	03-May-21																																															
CP1_CON_1000		Advance Warning / Install, Oak-Kipling				5	5	142	27-Apr-21	03-May-21	Advance Warning / Install, Oak-Kipling																																														
Removals / Clearing						56	56	641	04-May-21	22-Jul-21																																															
CP1_CON_1010		Clear and Grub, Early Utilities, CP1				5	5	168	04-May-21	10-May-21	Clear and Grub, Early Utilities, CP1																																														
Tree Clearing / Removals for Xcel						56	56	641	04-May-21	22-Jul-21																																															
CP1_CON_10		Tree Removal, Quail to Sims North Side, CP1				5	5	149	04-May-21	10-May-21	Tree Removal, Quail to Sims North Side, CP1																																														
CP1_CON_10		Tree Removal, Oak to Quail North Side, CP1				5	5	125	27-May-21	03-Jun-21	Tree Removal, Oak to Quail North Side, CP1																																														
CP1_CON_11		Tree Removal, Oak to Route South Side, CP1				5	5	150	04-Jun-21	10-Jun-21	Tree Removal, Oak to Route South Side, CP1																																														
CP1_CON_11		Tree Removal, Oak to Kipling North Side, CP1				5	5	150	11-Jun-21	17-Jun-21	Tree Removal, Oak to Kipling North Side, CP1																																														
CP1_CON_10		Tree Removal, Oak at Lincoln Academy, CP1				5	5	641	16-Jul-21	22-Jul-21	Tree Removal, Oak at Lincoln Academy, CP1																																														
Wet Utilities						84	84	121	18-Jun-21	15-Oct-21																																															
Sanitary Sewer						25	25	150	18-Jun-21	23-Jul-21																																															
CP1_UTI_170		Sanitary Install, East of UPRR (Sta 564+ to 566+), CP1		157	lf	25	25	150	18-Jun-21	23-Jul-21	Sanitary Install, East of UPRR (Sta 564+ to 566+), CP1																																														
Waterline						50	50	121	06-Aug-21	15-Oct-21																																															
CP1_UTI_140		Jack & Bore, Waterline, CP1		tbd	lf	20	20	121	06-Aug-21	02-Sep-21	Jack & Bore, Waterline, CP1																																														
CP1_UTI_180		Waterline Relocation, Oak-Kipling, CP1		tbd		30	30	121	03-Sep-21	15-Oct-21	Waterline Relocation, Oak-Kipling, CP1																																														
Utility Relocations - 3rd Party						322	322	8	02-May-21	08-Aug-22																																															
Xcel Energy - Electric						120	120	117	04-May-21	21-Oct-21																																															
CP1_UTI_120		Xcel Summary Duration FIO		6 mos?	cd	171	171	169	04-May-21	21-Oct-21	Xcel Summary Duration FIO																																														
Xcel Electric Betterment Areas						88	88	149	04-May-21	07-Sep-21																																															
A3540		Xcel OH to UG Elec, Quail to Sims, North Side (betterment), CP1				44	44	149	04-May-21	06-Jul-21	Xcel OH to UG Elec, Quail to Sims, North Side (betterment), CP1																																														
A3570		Xcel Reset OH Elec, Lincoln Academy/Oak, (betterment), CP1 *r				44	44	149	07-Jul-21	07-Sep-21	Xcel Reset OH Elec, Lincoln Academy/Oak, (betterment), CP1 *r																																														
Xcel Electric 1% Areas						90	90	117	16-Jun-21	21-Oct-21																																															
A3550		Xcel OH to UG Elec, Oak to Quail, North Side (1%), CP1				40	40	117	16-Jun-21	11-Aug-21	Xcel OH to UG Elec, Oak to Quail, North Side (1%), CP1																																														
Remaining Level of Effort						Remaining...																																																			
Actual Level of Effort						Critical Re...																																																			
Actual Work						Milestone																																																			
CITY OF ARVADA						SEMI CONSTRUCTION						101915 Arvada CMGC; West 72nd Ave - Kipling to Simms - Baseline Schedule - January 2021 Page 4 of 11 Data Date: 27-Jan-21																																													

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101915 Arvada CMGC; West 72nd Ave - Kipling to Simms - Baseline Schedule - January 2021						Baseline Submittal Full												03-Feb-21 15:00																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
Activity ID		Activity Name		Qty	Unit	Orig Dur	Rem Dur	Total Float	Start	Finish	2020												2021												2022												2023												2024																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										
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CP1_ROW_740	ROW 37, Appraisal	tbd	cd	105	0				11-Jun-20 A	26-Aug-20 A																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											</

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 Remaining Level of Effort  Actual Level of Effort  Actual Work	 Remaining...  Critical Re...  Milestone			101915 Arvada CMGC; West 72nd Ave - Kipling to Simms - Baseline Schedule - January 2021 Page 11 of 11 Data Date: 27-Jan-21
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101915 Arvada CMGC; West 72nd Ave - Kipling to Simms - Baseline Schedule - January 2021					Summary Key Dates / Deliverables												03-Feb-21 15:08																																							
Activity ID		Activity Name		Qty	Unit	Orig Dur	Start	Finish	2021												2022												2023												2024											
									D	J	F	M	A	M	J	Jul	A	S	O	N	D	J	F	M	A	M	J	Jul	A	S	O	N	D	J	F	M	A	M	J	Jul	A	S	O	N	D	J	F	M	A	M	J	Jul				
Construction Package 1																																																								
CP1_CAP_110		OPCC 90% Early Utilities, CP1			wd	0	11-Dec-20 A	08-Jan-21 A	OPCC 90% Early Utilities, CP1																																															
CP1_CAP_160		OPCC 90% Meeting Early Utilities, CP1			wd	0	12-Jan-21 A	12-Jan-21 A	OPCC 90% Meeting Early Utilities, CP1																																															
CP1_CAP_170		OPCC 90% Meeting #2 Early Utilities, CP1			wd	0	26-Jan-21 A	26-Jan-21 A	OPCC 90% Meeting #2 Early Utilities, CP1																																															
CP1_CAP_180		Finalize Risk Register / FA / Specifications, CP1			wd	10	27-Jan-21	09-Feb-21	Finalize Risk Register / FA / Specifications, CP1																																															
CP1_CAP_120		CAP / Contract Negotiation, Early Utilities, CP1			wd	5	10-Feb-21	16-Feb-21	CAP / Contract Negotiation, Early Utilities, CP1																																															
CP1_CAP_190		Prepare Contract for City Council, Early Utilities, CP1			wd	15	17-Feb-21	09-Mar-21	Prepare Contract for City Council, Early Utilities, CP1																																															
CP1_CAP_150		City Council Approve, Early Utilities, CP1			mon	1	15-Mar-21	15-Mar-21	City Council Approve, Early Utilities, CP1																																															
CP1_CAP_130		Issue NTP, Early Utilities, CP1			cd	14	16-Mar-21	29-Mar-21	Issue NTP, Early Utilities, CP1																																															
CP1_CAP_140		NTP, Early Utilities, CP1			wd	0	29-Mar-21	29-Mar-21	NTP, Early Utilities, CP1																																															
CP1_CON_SUM		Construction Summary, CP1			cd	200	30-Mar-21	15-Oct-21	Construction Summary, CP1																																															
END CP1_00		Completion CP1 Early Utilities			wd	0	15-Oct-21	15-Oct-21	Completion CP1 Early Utilities																																															
Construction Package 2																																																								
CP2_DES_150		Design, 90%, CP2 (Swadley to Oak)			wd	35	01-Apr-20 A	26-Feb-21	Design, 90%, CP2 (Swadley to Oak)																																															
CP2_DES_320		Plan Review Session Bluebeam, 90%, CP2 (Swadley to Oak)			wd	10	01-Mar-21	12-Mar-21	Plan Review Session Bluebeam, 90%, CP2 (Swadley to Oak)																																															
CP2_DES_330		Plan Review Meeting, 90%, CP2 (Swadley to Oak)			wd	1	15-Mar-21	15-Mar-21	Plan Review Meeting, 90%, CP2 (Swadley to Oak)																																															
CP2_CAP_170		Qty Reconciliation Meeting, 90%, CP2			wd	1	17-Mar-21	17-Mar-21	Qty Reconciliation Meeting, 90%, CP2																																															
CP2_CAP_180		Subs/Suppliers/Estimate for OPCC, 90%, CP2			wd	15	18-Mar-21	07-Apr-21	Subs/Suppliers/Estimate for OPCC, 90%, CP2																																															
CP2_CAP_110		OPCC Meeting, 90%, CP2			wd	1	08-Apr-21	08-Apr-21	OPCC Meeting, 90%, CP2																																															
CP2_CAP_190		Final Negotiations, Risk Register, FA specs, 90%, CP2			wd	10	09-Apr-21	22-Apr-21	Final Negotiations, Risk Register, FA specs, 90%, CP2																																															
CP2_CAP_120		CAP / Contract Negotiation, Swadley-Oak			wd	10	23-Apr-21	06-May-21	CAP / Contract Negotiation, Swadley-Oak																																															
CP2_CAP_160		Prepare Contract for City Council, Swadley-Oak, CP2			wd	20	07-May-21	04-Jun-21	Prepare Contract for City Council, Swadley-Oak, CP2																																															
CP2_CAP_150		City Council Approve, Swadley-Oak, CP2			mon	1	07-Jun-21	07-Jun-21	City Council Approve, Swadley-Oak, CP2																																															
CP2_CAP_130		Issue NTP, Swadley-Oak, CP2			cd	14	08-Jun-21	21-Jun-21	Issue NTP, Swadley-Oak, CP2																																															
CP2_CAP_140		NTP, Swadley-Oak, CP2			wd	0		09-Aug-21	NTP, Swadley-Oak, CP2																																															
CP2_M_ROW10		ROW Cleared, Swadley to Oak, CP2			wd	0		09-Aug-21	ROW Cleared, Swadley to Oak, CP2																																															
CP2_CON_SUM		Construction Summary, CP2			cd	721	10-Aug-21	31-Jul-23	Construction Summary, CP2																																															
END CP2		Completion CP2 Swadley to Oak			wd	0		31-Jul-23	Completion CP2 Swadley to Oak																																															
Construction Package 3																																																								
CP3_DES_160		30% Plan Review (UPRR) **Rejected Underpass		4+1 wks	cd	35	12-Mar-20 A	10-Apr-20 A	Rejected Underpass																																															
CP3_DES_170		90% Plan Preparation and Submittal **Reset to 25% Per UPRR			wd	35	27-Mar-20 A	17-Dec-20 A	90% Plan Preparation and Submittal **Reset to 25% Per UPRR																																															
CP3_DES_360		25% Address Comments - Submit Plans		30	cd	18	07-Jan-21 A	05-Feb-21	25% Address Comments - Submit Plans																																															
CP3_DES_400		25% Second UPRR Review		30	cd	30	22-Apr-21	21-May-21	25% Second UPRR Review																																															
CP3_DES_410		30% Address Comments - Submit Plans		15	cd	15	17-May-21	31-May-21	30% Address Comments - Submit Plans																																															
CP3_DES_460		90% Address Comments - Submit Plans		15	cd	15	15-Aug-21	29-Aug-21	90% Address Comments - Submit Plans																																															
CP3_DES_560		Review Session Bluebeam, 90% (UPRR Changes), CP3 (Oak to Kipling)				10	09-Sep-21	22-Sep-21	Review Session Bluebeam, 90% (UPRR Changes), CP3 (Oak to Kipling)																																															
CP3_DES_570		Review Meeting, 90% (UPRR Changes), CP3 (Oak to Kipling)				1	23-Sep-21	23-Sep-21	Review Meeting, 90% (UPRR Changes), CP3 (Oak to Kipling)																																															
CP3_CAP_190		Qty Reconciliation Meeting, 90% (UPRR Changes), CP3				1	24-Sep-21	24-Sep-21	Qty Reconciliation Meeting, 90% (UPRR Changes), CP3																																															
CP3_CAP_110		OPCC Meeting, 90%, CP3				1	18-Oct-21	18-Oct-21	OPCC Meeting, 90%, CP3																																															
CP3_CAP_210		Final Negotiations, Risk Matrix, FA Specs, 90%, CP3				10	19-Oct-21	01-Nov-21	Final Negotiations, Risk Matrix, FA Specs, 90%, CP3																																															
CP3_CAP_120		CAP / Contract Negotiation, Oak-Kipling			wd	10	02-Nov-21	15-Nov-21	CAP / Contract Negotiation, Oak-Kipling																																															
CP3_DES_500		Final Address Comments - Submit Plans		15	cd	15	13-Nov-21	27-Nov-21	Final Address Comments - Submit Plans																																															
CP3_CAP_170		Prepare Contract for City Council, Oak-Kipling			wd	20	16-Nov-21	15-Dec-21	Prepare Contract for City Council, Oak-Kipling																																															
CP3_CAP_160		City Council Approve, Oak-Kipling			mon	1	20-Dec-21	20-Dec-21	City Council Approve, Oak-Kipling																																															
CP3_CAP_130		Issue NTP, Oak-Kipling			cd	21	21-Dec-21	10-Jan-22	Issue NTP, Oak-Kipling																																															
CP3_CAP_150		Limited NTP, Oak to Kipling (Non UPRR Impact)				0	11-Jan-22		Limited NTP, Oak to Kipling (Non UPRR Impact)																																															
CP3_CON_SUM		Construction Summary, CP3			cd	728	11-Jan-22	08-Jan-24	Construction Summary, CP3																																															
CP3_CAP_140		NTP, Oak to Kipling - UPRR Related				0		26-Jan-22	NTP, Oak to Kipling - UPRR Related																																															
END		Completion Overall (CP3 Kipling to Oak)				0		08-Jan-24	Completion Overall (CP3 Kipling to Oak)																																															
Material Procurement Package 1																																																								
CP3_PRO_110		OPCC, 90%, Structural Steel, UPRR Brdg				15	15-Nov-21	07-Dec-21	OPCC, 90%, Structural Steel, UPRR Brdg																																															
CP3_PRO_120		CAP / Contract Negotiation, Structural Steel, UPRR Brdg				5	08-Dec-21	14-Dec-21	CAP / Contract Negotiation, Structural Steel, UPRR Brdg																																															
CP3_PRO_130		City Council Approval - Begin Procurement, Str Steel, UPRR			mon	1	20-Dec-21	20-Dec-21	City Council Approval - Begin Procurement, Str Steel, UPRR																																															
CP3_PRO_150		Issue NTP -Procurement, Str Steel, UPRR		3	wks	21	21-Dec-21	10-Jan-22	Issue NTP -Procurement, Str Steel, UPRR																																															
CP3_PRO_140		Procurement Str Steel, UPRR Bridge		6	mos	180	11-Jan-22	09-Jul-22	Procurement Str Steel, UPRR Bridge																																															

Exhibit 2.11.11

Conditional Right-of-way Certification



CITY OF ARVADA

**CITY OF ARVADA
RIGHT OF WAY CERTIFICATION
FOR DESIGN BID BUILD, DESIGN BUILD, AND CONSTRUCTION
MANAGER/GENERAL CONTRACTOR PROJECTS**

To: Mark Deven(Check One: ☐ City Engineer ☐ FHWA ☒ City Manager**From:** Engineering Dept.**Date:** 2/26/21**Advertisement Date:** N/A**Project Number:** 18-ST-30**Location:** W. 72ND AVE. FROM SIMMS STREET TO KIPLING STREET**Project Engineer/Manager:**

BILL CORNELIUS

City Engineer:

JACQUELINE RHOADES

Signature:**Date:**

This is to certify that all right of way acquisition and/or relocation for the above project meet the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, in accordance with approved procedures. See details below:

Conditional ROW Clearance Approved by:

Signature: _____ **Date:** _____
City Manager

Signature: _____ **Date:** _____
City Attorney

CONSTRUCTION FUNDING

(Check all that applicable)

- ☒ City
- ☐ State
- ☐ Federal – Right of way meets the requirements of 23 CFR, Subpart C-Physical Construction Authorization, §635.309(b)(c)(g)(h) and (p) and/or §710.313 (a) Design build projects, if applicable.

CONSTRUCTION TYPE(Complete Area A, B, **OR** C Only)

A. ☐ Typical (Design/Bid/Build) B. ☐ Design/Build C. ☒ Construction Manager/General Contractor

(Select One)

- or**

(Select One)

- or**

C. CONSTRUCTION MANAGER/GENERAL CONTRACTOR - STATUS OF RIGHT OF WAY

(Select One)

☐

No additional right of way appears necessary for this construction project.

However, additional right of way and/or relocation may become necessary as a result of final design. If needed, arrangements will be made for the completion of the right of way acquisition and/or relocation pursuant to approved procedures.

or

☐

All anticipated right of way acquisition and/or relocations necessary for this construction project have been completed. The city has legal and physical possession of all required property.

However, additional right of way and/or relocation may become necessary as a result of final design. If needed, arrangements will be made for the completion of the right of way acquisition and/or relocation pursuant to approved procedures.

or

☒

The acquisition of right of way and/or relocation is ongoing. The city has legal and physical possession of all required property except for the parcels identified under *Project Exceptions*.

However, additional right of way and/or relocation may become necessary as a result of final design. If needed, arrangements will be made for the completion of right of way acquisition and/or relocation pursuant to approved procedures.

COMMENTS:

PROJECT EXCEPTIONS				
Parcel	Owner Name	Offer Date	Anticipated Possession Date	Anticipated Need Date
10	Gretchen S. Palmer	Pending	4/30/21	5/4/21
18	Suzanne Bruner	2/22/21	4/02/21	6/13/21
23	Jan Christensen	2/22/21	4/30/21	6/13/21
28	Sunrise Village, LLC	Pending	4/30/21	5/4/21
32	Summit Developers, LLC	2/22/21	4/30/21	5/4/21
33	Thomas S. Yang	Pending	4/30/21	5/4/21
36	Harry C. & Edna M. Baker	Pending	6/30/21	7/24/21
61	Lincoln Academy Charter School Bldg Corp	Pending	5/4/21	5/11/21
62	Lincoln Academy Charter School Bldg Corp	Pending	5/4/21	5/11/21
65	Richard W. & Kara A. Erickson	Pending	4/30/21	6/6/21
75	Bradley M. Blickenstaff & Mary E. Sullivan	2/24/21	6/4/21	6/6/21
93	The First United Church of Arvada	Pending	6/4/21/21	6/13/21
15	Hal A. Pierson	1/20/21	3/22/21	5/04/21

JUSTIFICATION OF PROJECT EXCEPTIONS

1. EXPLANATION OF NEED TO ADVERTISE PROJECT:

Project construction notice to proceed is 3/29/2021 for Package 1. This requires a start for advertising by spring of 2021 so that underground utilities and tree removal can take place prior to package 2 and 3.

2. LIKELIHOOD THAT CITY OF ARVADA WILL MEET THE EXPECTED POSSESSION DATES:

There are currently 13 parcels that have not closed for Package 1. Of the 13 parcels not yet acquired, 6 parcels are on track to close prior to the end of April. The remaining 7 parcels are expected to close within the next 4 months by 6/30/21 prior to construction.

3. WHAT ARE THE FINANCIAL AND PROGRAMMATIC RISKS IF THE POSSESSION DATES ARE NOT MET:

If the dates are not met, the schedule for the entire project will be delayed. Package 1 is intended to be an early utility relocation, so that Packages 2 and 3 are implemented without utility delays, ultimately increasing the efficiency of installation and reducing overall period of performance.

4. EXPLAIN HOW CONSTRUCTION PHASING, PROJECT COSTS, AND PROJECT COMPLETION, ARE IMPACTED BY NO WORK AREAS:

No work areas will increase costs due to the potential for having to pay for additional mobilizations of contractors. See comment section for additional discussion on the impacts for individual properties.

COMMENTS:

Property 36, the Baker property, will be the property with the most significant impact to the project if its acquisition is substantially delayed. This property is needed in order to relocate the water line that is under the railroad through a direction boring, and will be relocated north approximately 100 ft. This property will need to be in the City's possession by August 1, 2021 to proceed on schedule.

Exhibit 2.11.12

Notice of Award

Exhibit 2.11.13

Performance and Payment Bond

Exhibit 2.11.14

Notice to Proceed

Exhibit 2.11.15

Change Orders (if any)



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.2.

TO: THE HONORABLE CITY COUNCIL

DATE: March 15, 2021

SUBJECT: R21-044 A Resolution Authorizing an Agreement By and Between the City of Arvada and RockSol Consulting Group, Inc. in the Amount of \$370,796.00 for Engineering Design Services for the Alkire Street Trail from W. 78th Avenue to W. 80th Avenue

Report in Brief

The Public Works Department was awarded a Transportation Alternatives Program grant in 2020 to construct a missing segment of trail along Alkire Street between W 78th Avenue and W 80th Avenue. The City released an RFP for design and engineering services for this grant and selected RockSol Consulting Group, Inc. The project team is now ready to initiate design on this project with the signing of the design contract.

The Arvada team recommends that the City Council approve R21-044, A Resolution Authorizing an Agreement By and Between the City of Arvada and RockSol Consulting Group, Inc. in the Amount of \$370,796.00 for Engineering Design Services for the Alkire Street Trail from W. 78th Avenue to W. 80th Avenue.

Financial Impact

This design contract is for a base amount of \$304,063 and a contingency of \$66,733. This project is fully funded in CIP Project 93762 with a total budget of \$1.5 million. The City will be reimbursed for 80% of project expenditures per the grant agreement.

Background

Alkire Street is a two-lane roadway with bike lanes between West 80th Avenue and West 78th Avenue. The roadway has multiple bridge structures and crosses two ditches, which are pinch points for cyclists and pedestrians using the route. There are no sidewalks or trails along this section of the roadway. Many residents have contacted the City over the years to express interest and support for building this missing sidewalk. The City applied for a Safe Routes to School grant previously but was not awarded the grant at that time.

The City applied for and was awarded a \$1.5 million Federal Highway Administration Transportation Alternatives Program (TAP) grant in March 2020 to address the lack of bike/pedestrian infrastructure. This grant will help fund a missing section of trail on Alkire Street from West 78th Avenue to West 80th Avenue, completing an important missing link between Ralston Valley High School and Van Arsdale Elementary School. The principals at Van Arsdale Elementary School and Ralston Valley High School both provided letters of support for this grant application.

The TAP grant has a 20% local match requirement, which will obligate \$300,000 of City funds towards the total cost of the project for design, right of way, and construction. The project cost will be spread over the life of the project, which is estimated to be approximately three years and the local funding is available in Fund 31 and Project Number 91567. City Council previously approved the IGA between the City and the Colorado Department of Transportation at a public hearing on July 20, 2020.

The City released a Request for Proposals (RFP) following the Colorado Department of Transportation rules and regulations on September 22, 2020. The City received proposals from six teams and reviewed the proposals per federal guidelines. These

guidelines do not include the fee estimate in the selection process and only allow the scoring to be based on the quality of the proposal. RockSol Consulting Group, Inc. scored the highest of the proposals and was thus selected for this design project. The City team then negotiated the scope and fee of the contract with RockSol to reach the final cost included in this project. The six teams that submitted bids are as follows (in no specific order):

- Ulteig
- Toole Design Group
- Short Elliot Hendrickson Inc. (SEH)
- JR Engineering, LLC
- RockSol Consulting Group, Inc.
- Huitt-Zollars, Inc.

Discussion

The design contract represents a base amount of \$304,063 with a contingency of \$66,733 to be authorized by the City team prior to use, for a total contract amount of \$370,796.00. The contingency amount is listed for potential variable costs related to utility and right of way project elements. The City will be reimbursed for 80% of the design contract, per the local/federal funding split, which is a maximum reimbursement for design of \$296,637.

Public Works and City Attorney's Office team members have reviewed the agreement and requirements set forth and recommend signing the design contract.

Public Contact

Posting of the City Council agenda

Commission Recommendation

N/A

Strategic Alignment

This segment of the Alkire Street Trail is shown on the Parks, Trails and Open Space Master Plan and the Bicycle Master Plan, which are both adopted by Planning Commission and ratified by City Council. It also supports the City's Comprehensive Plan goals to increase bicycle and walking modeshare and supports bicycle and pedestrian safety.

This project also aligns with City Council's Strategic Plan for 2020-2025.

City Council Strategic Plan 2020-2025:

Guiding Themes: CCSP "Supports a safe, effective, and efficient, transportation system, including access to the greater metropolitan area, transit opportunities, and improved connectivity..."

Infrastructure Principles: CCSP " Provides safe and efficient connections to modes of transportation, including transit, streets, sidewalks, and bikeways with a focus on enhanced technology at high priority-priority intersections improving safety and minimizing traffic congestion."

Alternative Courses of Action

N/A

Recommendation for Action

SUBJECT: R21-044 A Resolution Authorizing an Agreement By and Between the City of Arvada and RockSol Consulting Group, Inc. in the Amount of \$370,796.00 for Engineering Design Services for the Alkire Street Trail from W. 78th Avenue to W. 80th Avenue

PAGE: 3
ITEM: 8.A.2.

The Arvada team recommends that the City Council approve R21-044, A Resolution Authorizing an Agreement By and Between the City of Arvada and RockSol Consulting Group, Inc. in the Amount of \$370,796.00 for Engineering Design Services for the Alkire Street Trail from W. 78th Avenue to W. 80th Avenue.

Suggested Motion:

I move that R21-044, A Resolution Authorizing an Agreement By and Between the City of Arvada and RockSol Consulting Group, Inc. in the Amount of \$370,796.00 for Engineering Design Services for the Alkire Street Trail from W. 78th Avenue to W. 80th Avenue, be (approved) (rejected).

Prepared by:

Adam Lind, Bicycle & Pedestrian Coordinator

Reviewed by:

Karen Custer, Administrative Assistant 2/18/2021

Approved by:

John Firouzi, Senior Transportation Planner	2/18/2021
Don Wick, Director of Public Works	2/18/2021
Bryan Archer, Director of Finance	2/18/2021
Hannah Gregory, Legal Administrative Assistant	2/19/2021
Erika Pierce, Litigation Paralegal	2/19/2021
Emily Grogg, Senior Assistant City Attorney	2/19/2021
Rachel Morris, City Attorney	3/3/2021
Lorie Gillis, Deputy City Manager	3/3/2021
Mark Deven, City Manager	3/4/2021

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R21-044

A RESOLUTION AUTHORIZING AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND ROCKSOL CONSULTING GROUP, INC. IN THE AMOUNT OF \$370,796.00 FOR ENGINEERING DESIGN SERVICES FOR THE ALKIRE STREET TRAIL FROM W. 78TH AVENUE TO W. 80TH AVENUE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, an Agreement, which is in substantially the same form as that attached hereto, by and between the City of Arvada and RockSol Consulting Group, Inc. in the amount of \$370,796.00 for design and construction services for the Alkire Street Trail from W. 78th Avenue to W. 80th Avenue.

Section 2. This resolution shall be effective upon its approval by the City Council.

APPROVED AND ADOPTED this 15th day of March, 2021.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:
Rachel A. Morris, City Attorney

By: _____

**AN AGREEMENT BETWEEN THE CITY OF ARVADA AND
ROCKSOL CONSULTING GROUP, INC. FOR ENGINEERING
DESIGN SERVICES FOR THE ALKIRE STREET TRAIL FROM
WEST 78TH AVENUE TO WEST 80TH AVENUE IN AN AMOUNT
NOT TO EXCEED \$370,796.00 IN THE FIRST YEAR**

1. PARTIES. The parties to this Agreement are the City of Arvada, a Colorado home rule municipal corporation, whose mailing address is 8101 Ralston Road, Arvada, CO 80002 (“Arvada”) and RockSol Consulting Group, Inc. whose place of business is located at 12076 Grant Street, Thornton, Colorado 80241 (“Contractor”).

2. RECITALS AND PURPOSE.

2.1. Arvada requires a qualified firm to provide professional licensed design engineering services for the design of the Alkire street trail from West 78th Avenue to West 80th Avenue.

2.2. On or about September 22, 2020, Arvada issued a Request For Proposal for Alkire St. TAP Grant, RFP-20-Alkire St TAP, seeking proposals from qualified firms to provide professional services described in Sec. 2.1 (“the Work”).

2.3. Contractor has extensive experience in professional engineering consultation for the analysis, design, and construction of roadways, multi-use paths, trails, bridges, structures, retaining walls, pavements, and foundations. On or about October 13, 2020, Contractor submitted its Response to Arvada’s RFP (“Response”). After consultation with Arvada, Contractor submitted a revised scope of services on January 28, 2021 (“Revised Scope”).

2.4. Arvada has determined that Contractor has the requisite background, skill, expertise, and insurance to provide the requested professional services and other related services, under the terms and conditions more fully set forth below.

2.5. Arvada and Contractor acknowledge and agree that Arvada contemplates using Contractor as a consultant for the Work as described in the Contract Documents. However, Arvada and Contractor acknowledge and agree that Arvada may, at its own discretion, use other City approved consultants to perform similar professional services, and that this Agreement in no way limits Arvada from hiring other advisors or constitutes a contract for exclusive services from Contractor.

3. CONTRACT DOCUMENTS AND EXHIBITS. The Contract Documents shall consist of this Agreement together with the following:

Exhibit 1: Arvada’s RFP-20-Alkire St TAP;

Exhibit 2: Contractor’s Response;

Exhibit 3: Contractor’s Revised Scope dated 1/28/2021; and

Exhibit 4: Contractor’s Pricing Form dated 1/28/2021.

All exhibits referred to in this Agreement are attached hereto and are, by reference, incorporated herein for all purposes. Exhibits 3 and 4 contain the agreed upon pricing and scope of work in the event of any discrepancies with Exhibits 1 and 2. In the event any matter, term, provision, or condition that is the subject of this Agreement requires clarification or is in dispute, or is the subject of a difference of opinion, the purpose and intent of the Agreement shall be first ascertained by reference to the Contract Documents in their entirety. In the event of any dispute or differences between the respective documents that constitute the Contract Documents, then Contractor shall secure the written instructions from Arvada before proceeding with the performance of the services affected by such conflicts, omissions, or discrepancies.

4. **PAYMENTS TO CONSTITUTE CURRENT EXPENDITURES.** Financial obligations of Arvada, if any, after the current year are contingent on funds for that purpose being appropriated, budgeted, and otherwise made available by the City Council for the City of Arvada. Arvada's obligations under the Agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of Arvada within the meaning of Article X, Section 20 of the Colorado Constitution.
5. **SCOPE OF SERVICES.** Contractor shall perform the Work as described in the Contract Documents or as amended by the mutual consent of the parties in writing. Should the parties agree in writing to a change in the scope of services, then the parties will timely execute any applicable Change Order, which will address necessary start and end dates, any applicable deliverables and associated due dates, reporting requirements, documentation requirements, and any other matters that the parties deem necessary.
6. **TERM.**
 - 6.1. This Agreement will become effective and binding on all parties upon Arvada's execution of the Agreement, which will occur within a reasonable time following Arvada's receipt of the executed Agreement from Contractor.
 - 6.2. While the Parties expect the project to follow a mutually agreed upon project timeline, the term of the Agreement shall be for **one** year from Arvada's execution of the Agreement as described in Sec. 6.1, unless otherwise agreed to in writing by the parties, subject to availability of funds, or Arvada's termination for convenience under Sec. 8.0.
 - 6.3. This Agreement may be renewed by Arvada for **three** consecutive one-year terms, and the renewals shall be automatic unless Arvada gives Contractor 30 days written notice to terminate the Agreement.
 - 6.4. While Arvada has listed its major requirements for its solicitation in the RFP, Arvada may, during the term of this Agreement, wish to purchase other related services identified and offered by Contractor, based upon the pricing/fee contained in Contract Documents. Arvada reserves the right to award these ancillary items to Contractor or another top rated Bidder based upon the negotiated scope of work and fee structure. This option, if exercised, in no way obligates Arvada to pursue additional services with Contractor.

7. **COMPENSATION.** Arvada shall pay Contractor for the Work requested by Arvada and rendered by Contractor under this Agreement. The total amount for the Work shall not exceed **\$370,796.00**. Contractor agrees to submit monthly invoices for actual services completed to Arvada, and payment from Arvada will be due NET 30 days, unless otherwise stated and agreed to by the parties in the Contract Documents.
8. **RIGHT TO TERMINATE.** Arvada shall have the right to terminate, without cause, this Agreement. Any such termination shall not be considered a breach of this Agreement or any extension thereof. In the event Arvada terminates this Agreement without cause, Arvada shall pay for all authorized services rendered by Contractor up through the date of termination by Arvada, not to exceed the total amount of the contract price as outlined in this Agreement and any applicable Change Order(s).
9. **CHANGE ORDER PROCESS.**
- 9.1. If Arvada wishes to add services, Arvada may so request in writing. Email will suffice as a writing for this purpose. If Contractor is not able to accommodate Arvada, it will promptly notify Arvada.
- 9.2. When both parties have agreed on the contents of a Change Order, both parties shall so indicate by signing the Change Order.
- 9.3. Once a Change Order has been agreed to in writing, signed by the parties, the Change Order shall be deemed a part of this Agreement. Any such Change Orders shall be subject and subordinate to the terms of this Agreement and incorporated herein, unless otherwise agreed to in writing signed by the parties.
10. **STAFF DIRECTION.** Arvada designates Adam Lind as Arvada's Project Owner. Mr. Lind will be Arvada's responsible staff member to provide direction to Contractor during the course of the Work. Arvada reserves the right to change the Project Owner(s) at its own discretion and will promptly notify Contractor of any such change in writing.
11. **QUALITY OF WORK.** The Work performed by Contractor shall be done in accordance with generally accepted professional practices and to the level of competency presently maintained by other practicing professional consultants in the same type of work in the Denver metropolitan community.
12. **TERMS AND CONDITIONS IN SOLICITATION.** Contractor affirms that it has read and is familiar with the Contract Documents, including but not limited to the General Terms and Conditions, Special Terms and Conditions, Insurance Requirements, and other RFP requirements, and agrees to be bound by those terms and conditions.
- 12.1. Contractor is familiar and agrees to be bound by the additional CDOT requirements necessary for this project as detailed on pages 18-23 of Arvada's RFP.
- 12.2. Section 4 of the General Terms and Conditions in Arvada's RFP is amended to remove the word "defend" from the first sentence.

- 13. INDEPENDENT CONTRACTOR.** Contractor shall perform its duties under the Agreement as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of Arvada. Contractor shall not have authorization, express or implied, to bind Arvada to any agreement, liability, or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through Arvada and Arvada shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to the Agreement. Contractor shall: (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law; (ii) provide proof thereof when requested by Arvada; and (iii) be solely responsible for its acts and those of its employees and agents.**
- 14. ADDITIONAL DOCUMENTS OR ACTION.** The parties agree to execute any additional documents and to take any additional action that is necessary to carry out this Agreement.
- 15. BINDING EFFECT.** This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.
- 16. PARAGRAPH CAPTIONS.** The paragraph captions in this Agreement are set forth only for the convenience and reference of the parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.
- 17. INTEGRATION, AMENDMENT, AND SEVERABILITY.** 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. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect if the essential terms and conditions of this Agreement for both parties remain valid, legal, and enforceable.
- 18. NOTICES.** Any notice or notification required or permitted by the Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing, to the other party or parties. Such notice or notification shall be deemed to have been given when deposited in the United States mail.
- 19. BINDING AUTHORITY.** Contractor represents and affirms that the signature page hereof accurately states the full legal name of Contractor (whether as a corporation, partnership, limited liability company, sole proprietorship, or other), contains all requisite signature(s) on behalf of Contractor, has been properly acknowledged by attestation, notary acknowledgment, or both, and in all other respects is effective to bind Contractor, in accordance with all applicable statutes, regulations, resolutions, rules, bylaws, agreements, or similar sources of

authority or limitation. This Agreement may be executed in counterpart(s), each of which shall be deemed to be an original, and all of which, taken together, shall constitute one instrument.

DATED this _____ day of _____, 2021.

CITY OF ARVADA, a Colorado home rule
municipal corporation

Marc Williams, Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

ROCKSOL CONSULTING GROUP, INC.

Saeid Saeb, Owner
12076 Grant Street
Thornton, CO 80241
Email: Saeb@rocksol.com

Exhibit 1

Arvada's RFP-20-Alkire St TAP



REQUEST FOR PROPOSAL

Proposal #: RFP-20-Alkire St TAP

Title: Alkire St. TAP Grant

RFP Issued: 9/22/2020

Pre-proposal Meeting: 9/29/2020 1:00 p.m. via Zoom:
<https://zoom.us/j/91862289641?pwd=aHlZWVdyWWVhUzlyM0UxZkYzWGNKUT09>

Question Deadline: 10/1/2020 3:00 p.m. local time
Questions and responses will be posted on BidnetDirect.com

Proposals Due By: **10/13/2020 3:00 p.m. local time**
Electronic Submissions must be submitted online at BidNetDirect.com.

Limit the # of separate submission documents, preferably to 1, and the company name must start the uploaded file name as these will be moved to a shared Team Drive for evaluation. Late responses will not be considered for award.

Projected Start Date: 12/1/2020

Submit questions on BidnetDirect.com
Direct contact with the requesting department may result in vendor disqualification.

Arvada Vision: We dream big and deliver.

Mission: We are dedicated to delivering superior services to enhance the lives of everyone in our community.

Values:

- Innovation** – We excel in creativity, flexibility and the use of best practices while valuing diverse backgrounds, ideas and perspectives.
- Passion** – We are a high performing, inclusive team inspiring each other to pursue excellence.
- Opportunity** – We value our diversity, embrace possibilities, face challenges, persevere and take action to deliver quality results.

Documents included in this Request:

Cover Page	page 1
General Terms and Conditions	page 2-5
Special Terms and Conditions	page 5-6
Insurance Requirements	page 6-7
Administrative instructions and Evaluation Criteria	page 7-8
Scope of Work	page 9-15
Submittal Forms, submittal checklist	page 16-17
Attachments/Exhibits, including Performance Measures for services	page 18-23

GENERAL TERMS AND CONDITIONS

1. **NO MULTI-YEAR FISCAL OBLIGATION.** Financial obligations of Arvada payable after the current fiscal year are contingent on funds for that purpose being appropriated, budgeted, and otherwise made available by the City Council for Arvada. Arvada's obligations under the Agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of Arvada within the meaning of Article X, Section 20 of the Colorado Constitution (TABOR).
2. **TAXES.** Arvada shall not be liable for the payment of any excise, sales, or use taxes. Arvada is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-01789). Contractor shall not invoice Arvada for any state, federal or local taxes. Upon written notification by Arvada, Contractor shall reimburse Arvada in a timely manner for any taxes erroneously paid by Arvada.
3. **NO INDEMNIFICATION BY ARVADA.** Arvada is prohibited under Article XI, Section 1 of the Colorado Constitution from indemnifying anyone. Despite any provision in any contract document to the contrary, Arvada does not indemnify Contractor or anyone else under the Agreement.
4. **INDEMNIFICATION OF ARVADA.** Contractor shall indemnify, defend, and hold harmless Arvada, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards, and other amounts (including attorneys' fees and related costs) arising from or related to any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with the Agreement.
 - 4.1. **Confidential Information Indemnification.** Disclosure or use of Arvada Confidential Information by Contractor may be cause for legal action by third parties against Contractor, Arvada, or their respective agents. Contractor shall indemnify, defend, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by Arvada in relation to any act or omission by Contractor, or its employees, agents, assigns, or subcontractors.
 - 4.2. **Intellectual Property Indemnification.** Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Deliverable, Good or Service, software, or Work provided by Contractor under the Agreement (collectively, "IP Deliverables"), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. Contractor's obligations shall not extend to the combination of any IP Deliverables provided by Contractor with any other product, system, or method, unless the other product, system, or method is (a) provided by Contractor or Contractor's subsidiaries or affiliates; (b) specified by Contractor to work with the IP Deliverables; (c) reasonably required in order to use the IP Deliverables in its intended manner and the infringement could not have been avoided by substituting another reasonably available product, system, or method capable of performing the same function; or (d) is reasonably expected to be used in combination with the IP Deliverables.
5. **GOVERNMENTAL IMMUNITY.** Liability for claims for injuries to persons or property arising from the negligence of Arvada, its departments, boards, commissions, committees, bureaus, offices, employees and officials shall be governed by the provisions of the Colorado Governmental Immunity Act, §§24-10-101, *et seq.*, C.R.S. (CGIA). No term or condition of the Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions contained in the CGIA.
6. **OPEN RECORD REQUESTS.** Arvada is obligated to comply with the Colorado Open Records Act (C.R.S. §§24-72-200.1 *et seq.*)(CORA), which may require Arvada to disclose all or a portion of communications relating to the Agreement, any

transaction under the Agreement, and other related matters. Contractor has been advised to familiarize itself with CORA. Any confidentiality provisions in any contract documents are subject to the provisions of CORA.

7. **PROTECTION OF PERSONAL IDENTIFYING INFORMATION.** In the event the Agreement includes or requires Arvada to disclose to Contractor any Personal Identifying Information as defined in C.R.S. § 24-73-101, Contractor shall comply with the applicable requirements of C.R.S. §§ 24-73-101, et seq., relating to third-party service providers.
8. **NO THIRD PARTY BENEFICIARIES.** The Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than Arvada and Contractor. Enforcement of the Agreement and all related rights and obligations are reserved solely to Arvada and Contractor. Any services or benefits which third parties receive as a result of the Agreement are incidental and do not create any rights for such third parties.
9. **ASSIGNMENT.** Contractor's rights and obligations under the Agreement are personal and may not be transferred or assigned without the prior, written consent of Arvada. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor's rights and obligations approved by Arvada shall be subject to the provisions of the Agreement. Any provision of an assignment that enlarges any duty, responsibility, or obligation of Arvada, or that limits, curtails, or diminishes any right or privilege of Arvada, without Arvada's express written consent, shall be void.
10. **BINDING EFFECT.** This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns.
11. **SURVIVAL.** Any provision of the Agreement that imposes an obligation on a party after the Agreement's termination or expiration shall survive the termination or expiration and shall be enforceable by the other party.
12. **SUBCONTRACTS.** Contractor shall not subcontract any of its responsibilities without Arvada's prior written approval, which will not be unreasonably withheld. Contractor shall submit to Arvada a copy of each such subcontract upon Arvada's request. All subcontracts Contractor enters into in connection with the Agreement shall comply with all applicable federal, state, and local laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of the Agreement. Contractor agrees it is fully responsible for subcontractors performing services under the Agreement. Contractor shall be Arvada's sole point of contact regarding the services, including with respect to payment.
13. **INDEPENDENT CONTRACTOR.** Contractor shall perform its duties under the Agreement as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of Arvada. Contractor shall not have authorization, express or implied, to bind Arvada to any agreement, liability, or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through Arvada and Arvada shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to the Agreement. Contractor shall: (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law; (ii) provide proof thereof when requested by Arvada; and (iii) be solely responsible for its acts and those of its employees and agents.**
14. **LICENSES, PERMITS, AND OTHER AUTHORIZATIONS.** Contractor shall secure, prior to the effective date, and maintain at all times during the term of the Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under the Agreement, and shall ensure that all employees, agents and subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to the Agreement.
15. **STANDARD AND MANNER OF PERFORMANCE.** Contractor shall perform its obligations under the Agreement in accordance with the highest standards of care, skill, and diligence in Contractor's industry, trade, or profession.
16. **TIME OF THE ESSENCE.** Contractor acknowledges and agrees that time is of the essence for this Agreement and that it is an essential term of this Agreement that Contractor maintain a rate of progress in the Services that will result in completion of the Services in accordance with this Agreement. To that end, Contractor agrees to proceed with all

due diligence to complete the Services in a timely manner in accordance with this Agreement, and further agrees that failure to complete any of the Services during the Term of this Agreement, or as may be more specifically set forth in an attachment, exhibit, or modification, shall be deemed a breach.

17. **WAIVER OF BREACH.** A waiver by any party to the Agreement of a breach of any Agreement term shall not operate or be construed as a waiver of any subsequent breach by either party.
18. **RIGHT TO TERMINATE.** Arvada shall have the right to terminate, without cause, the Agreement. Any such termination shall not be considered a breach of the Agreement or any extension. In the event Arvada terminates for convenience, Arvada will pay Contractor for requested work performed up until the time of termination, not to exceed the total amount of the contract price agreed upon by Arvada and Contractor.
19. **EXTERNAL TERMS AND CONDITIONS.** Notwithstanding anything to the contrary, Arvada shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in the Agreement.
20. **PROHIBITED TERMS.** Any term included in the Agreement that requires Arvada to indemnify or hold Contractor harmless; requires Arvada to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Any term included in the Agreement that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under the Agreement, and no insurance policy shall be interpreted as being subject to any limitations of liability of the Agreement.
21. **COMPLIANCE WITH ALL LAWS.** Contractor shall comply with all applicable federal, Colorado and Arvada laws, rules, regulations, policies and procedures in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
22. **BINDING ARBITRATION PROHIBITED.** Arvada does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary shall be null and void.
23. **GOVERNING LAW AND VENUE.** Colorado law, rules, and regulations shall be applied in the interpretation, execution, and enforcement of the Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to the Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in Jefferson County.
24. **OWNERSHIP OF WORK PRODUCT.** The originals of all plans, reports, studies, data, or other materials or information relating to the Work that are produced by Contractor shall be delivered to and become the property of Arvada. Contractor may retain copies of any originals; however, no plans, reports, studies, data, or other materials or information relating to the Work shall be released to any person or entity without the prior written consent of Arvada. Nothing in this clause is intended to affect Contractor's right to use generic know-how learned in the course of providing services under the Agreement for the future benefit of Arvada or others.
25. **SOFTWARE PIRACY PROHIBITION.** Arvada or other public funds payable under the Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of the Agreement and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If Arvada determines that Contractor is in violation of this provision, Arvada may exercise any remedy available at law or in equity or under the Agreement, including, without limitation, immediate termination of the Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.
26. **PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, et seq., C.R.S.**
 - 26.1. Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under the Agreement, through participation in the E-Verify Program or the Colorado verification program established pursuant to §8-17.5-102(5)(c), C.R.S.

- 26.2. Contractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- 26.3. Contractor shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment (CDLE) ("Department Program") to undertake pre-employment screening of job applicants while the Agreement is being performed.
- 26.4. If Contractor obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, Contractor shall:
- 26.4.1. notify the subcontractor and Arvada within 3 days,
- 26.4.2. terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and
- 26.4.3. comply with reasonable requests made in the course of an investigation the CDLE takes pursuant to §8-17.5-102(5), C.R.S.
- 26.5. If Contractor participates in the Department Program, Contractor shall:
- 26.5.1. deliver to Arvada a written, notarized affirmation that Contractor has examined the legal work status of such employee, and
- 26.5.2. comply with all of the other requirements of the Department Program.
- 26.6. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101, *et seq.*, C.R.S., Arvada may terminate the Agreement for breach and Contractor shall be liable for damages.
27. **PUBLIC CONTRACTS WITH NATURAL PERSONS, §§24-76.5-101, *et seq.*, C.R.S.** Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Contractor (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of §§24-76.5-101, *et seq.*, C.R.S., and (iii) has produced one form of identification required by §24-76.5-103, C.R.S. prior to the effective date of the Agreement.

SPECIAL TERMS AND CONDITIONS

1. PRICES FIXED AND FIRM FOR THE TERM OF THE CONTRACT:

Prices proposed by the vendor shall remain fixed and firm during the term of the contract; however, the vendor may offer incentive discounts from the fixed price. This contract shall commence upon the date specified in the Contract or Purchase Order and shall remain in effect until such time as all items/services purchased in conjunction with this solicitation have been delivered and accepted by the City's authorized representative. It shall be understood and agreed that any warranty period which exceeds this term shall remain in full force for the duration of the warranty period.

2. OPTION TO RENEW FOR SUBSEQUENT YEARS

The prices or discounts quoted in this Solicitation shall prevail for one year from the effective date of the contract, at which time the City shall have the option to renew the contract for 4 additional one year periods; provided that the vendor provided satisfactory performance during the contract period. Continuation of the contract beyond the initial period is a City prerogative and not a right of the vendor. Unless otherwise notified in writing, the option period shall become automatic at the end of the original period.

During the option period, the City will/will not consider an adjustment to the pricing structure. For consideration, the vendor must document that it was subject to a price adjustment by the product manufacturer or a direct wholesale supplier. Any price adjustments shall not exceed the amount being passed on.

3. CONTENTS OF OFFER. Vendors are required to submit offers with the following conditions:

- 1) Vendors shall make all investigations necessary to inform themselves of the facilities affected by the delivery of products and services required by the Solicitation.
- 2) Any official interpretation of the Solicitation may only be issued by an authorized agent of the City. The City shall not be responsible for other interpretations offered by employees not authorized.
- 3) The City shall issue Addenda if substantial changes are required which may impact the content and submission of Offers. A copy of such addenda will be publicly posted with the original RFP posting.
- 4) The apparent silence or omissions within this Solicitation regarding a detailed description of the materials or services shall be interpreted to mean that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be provided.

4. CLARIFICATION AND MODIFICATIONS. The contract resulting from this solicitation will be subject to the Solicitation materials, City Ordinance, State and Federal Statutes. When conflicts occur, the highest authority shall prevail. Vendors are required to indicate any variances to the terms, conditions, requirements and specifications of this Solicitation; no matter how slight. If variations are not stated in the vendor's Offer, it shall be agreed that the vendor's Offer fully complies with all conditions identified in this Solicitation.

5. ELIGIBILITY OF VENDORS: MUST BE ENGAGED IN SUPPLYING PRODUCTS OR SERVICES RENDERED.

Offers will only be considered from firms which have been engaged in the business of manufacturing or distributing the goods and/or performing services described in this Solicitation. Vendors must be able to produce evidence that they have an established satisfactory record of performance for at least two (2) years and have sufficient finances and structure to ensure that they can satisfactorily execute the Contract requirements, as determined by authorities of the City. The City reserves the right, before awarding the contract, to require a vendor to submit evidence of its qualifications including, but not limited to, financial, technical and other qualifications, as well as past performance with the City, for consideration in making the award in the best interest of the City.

6. CONFIDENTIAL DOCUMENTS

Vendors may designate specific pages or sections within their submission as trade secret or confidential commercial information or as otherwise protected by law ("Confidential Information"). Documents and data that are considered Confidential Information shall be clearly marked as such and separated from the rest of the solicitation submission documents. Comingling is not acceptable. The City does not favor blanket assertions of Confidential Information. Please note that blanket assertions that merely classify and/or broadly claim information is confidential are insufficient as a matter of law. See, *International Brotherhood of Electrical Workers Local 68 v. Denver Metropolitan Major League Baseball Stadium District*, 880 P.2d 160 (Colo.App. 1994). Any information that will be included in any resulting contract cannot be considered Confidential. Under no circumstances may submission pricing information be considered Confidential. In the event a formal contract is entered into with the City and a portion of the Proposal/Response carries a designation indicating the Vendor believes it is Confidential Information, then the City agrees that it will use its best efforts to forward any request for the disclosure of the Confidential Information to the Vendor. By its submission of the Proposal/Response, Vendor agrees to promptly respond to the request for disclosure with any objections and reasons therefor in accordance with the Colorado Open Records Act C.R.S. §§24-72-101 *et seq.* and any other applicable law. Further, Vendor agrees to assume the obligation to defend, hold harmless, and indemnify the City in any legal proceeding that arises from non-disclosure of documents or data pursuant to the Vendor's objection.

7. COOPERATIVE PURCHASING

The City of Arvada encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental agencies including the Multiple Assembly of Procurement Officials (MAPO) and the Cooperative Educational Purchasing Council (CEPC).

We hereby request that any member of MAPO/CEPC be permitted to avail itself of this contract and purchase, as specified by the contract resulting from this RFP, at the contract prices established therein. Each governmental entity would establish its own contract, issue its own orders, be invoiced directly, make its own payments and issue its own exemption certificates as required. It is understood and agreed that the City of Arvada is not a legally binding party to any contractual agreement made between another governmental entity and the successful vendor as a result of this solicitation. The City shall not be liable for any costs or damages incurred by any other entity.

8. MODIFICATIONS TO EXISTING CONTRACT

Terms and conditions may be added, modified, and deleted upon mutual agreement between authorized agents of the City and the vendor provided that such terms and conditions remain within the scope and original intent of the Solicitation. Said terms and conditions may include, but are not limited to, additions or deletions of service levels and/or commodities, and increases or decreases in the time limits for an existing contract. Any and all modifications must be signed by authorized agents of the City and the vendor prior to the enactment of such modifications.

9. DELIVERY

Quoted prices and deliveries are to be FOB Destination freight prepaid and shall require inside delivery unless otherwise specified in the Special Conditions of this Solicitation. Title and risk of loss shall pass to the City upon inspection and acceptance by the City at its designated point of delivery; unless otherwise specified in the Special Conditions.

10. CONDITION OF MATERIALS AND PACKAGING

All materials and products supplied by the vendor in conjunction with this solicitation shall be new (unless otherwise specified in the Special Conditions), warranted, free from defects, and consistent with industry standards.

The Solicitation price shall include commercial packaging. The materials and products shall be delivered to the City in excellent condition for inspection by City representatives. If the product(s) is damaged or a number of items or components are missing during shipment, the vendor shall either replace the damaged items (if shipped by the vendor) or be responsible for filing, processing and collecting all damage claims (if shipped by a contractor of the shipper). In the event that any of the materials and products supplied to the City by the vendor are found to be defective or do not conform to the specifications, the City reserves the right to return the product to the vendor at no cost to the City; either as an exchange for suitable merchandise or for full credit.

INSURANCE REQUIREMENTS

The following listed insurance requirements shall be carried by the selected vendor for the entirety of the contract. Applicable requirements for this solicitation are identified by completed check boxes.

1. ☒ **Commercial General Liability**, written on an occurrence form, for limits not less than \$1,000,000 for bodily injury and property damage for each occurrence and not less than \$2,000,000 aggregate. Coverage shall include premises and operations liability, blanket contractual, broad form property damage, products and completed operations and personal injury endorsements.

2. ☒ **Workers' Compensation and Employers Liability** as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$1,000,000 each accident/disease and \$1,000,000 aggregate.
3. ☒ **Automobile Liability** for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include owned, non-owned and hired automobiles.
4. ☐ **Umbrella Liability** of \$, following form to the Commercial General Liability.
5. ☐ **Builders Risk or Course of Construction** Purchased by contractor to cover physical damage to property in construction or rehab. Contractors will ensure that City and subcontractors will be covered as additional insureds, excluding their own machinery, tools and equipment.
6. ☐ **Professional Liability** Professional Liability insurance in an amount of not less than One Million Dollars and No cents (\$1,000,000.00) per occurrence, covering the professional work contemplated under this proposal. The coverage shall have an extended reporting period of three (3) years following the date of substantial completion of the work for reporting of claims.
7. ☐ **Pollution Legal Liability Insurance** for limits not less than \$1,000,000 per occurrence (or claims made) and not less than \$1,000,000 aggregate for bodily Injury, personal Injury and property Damage.
8. ☐ **Privacy/Network/Cyber Liability Insurance** for limits not less than \$1,000,000 for any firm providing product or services associated with IT, software, communication, or network.

Additional Insurance Requirements:

- Contractor will be required to, at its own expense, keep in full force and effect during the term of the Agreement, and during the term of any extension or amendment of the Agreement, insurance reasonably sufficient to insure against the liability assumed by Contractor pursuant to the provisions of the solicitation sent by the City of Arvada or as determined by the City of Arvada Risk Manager.
- Issuance of a Purchase Order/Contract is contingent upon the receipt of the insurance documents. Work shall not commence before this requirement is met. If the vendor fails to submit the required insurance documents within fifteen (15) calendar days after notice to submit such policies is given to the vendor by a City representative, the vendor may be in default of the Award.
- Except for Workers Compensation, Employer's Liability insurance, Automobile Liability and Professional Liability insurance, the City of Arvada must be endorsed as an additional insured on a Certificate of Insurance.
- All coverage must be written with carriers holding a minimum A.M. Best rating of A-:VII, and authorized to do business in Colorado. Coverage shall be primary, and any insurance held by the City of Arvada is excess and non-contributory.
- The City, through its Risk Manager, reserves the right to require additional insurance coverage and other requirements.

ADMINISTRATIVE INFORMATION

1. PURPOSE - TO OBTAIN PROPOSALS:

The purpose of this Solicitation is to provide qualified vendors with sufficient information regarding the City's needs in order to adequately prepare and submit a Proposal.

Proposals must be received by the date and time established in this solicitation. Once the deadline has passed, the Proposals will not be accepted and will be returned to the vendor.

Proposals are proprietary working documents offered by prospective vendors and, as such, are not subject to public inspections until an official award is made.

2. PREPARATION AND SUBMISSION

Offers will be prepared as follow:

- 1) A blank shall be construed as "No Bid/not offered". Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
- 2) Vendors will not knowingly participate in solicitations where there exists a conflict of interest with their firm and a member of City staff or their immediate family.

- 3) Solicitations and addenda are available at WWW.BIDNETDIRECT.COM. Registration is available to receive email notification of new solicitations, addenda and communications.
- 4) Vendors who qualify their Offers by requiring alternate contractual terms and conditions as a stipulation for contract award, must include such alternate terms and conditions in its Offer. The City reserves the right to declare the vendor's Offer as non-responsive if any of these alternate terms and conditions are in conflict with the City's terms and conditions, or its best interest. Once Offers have been opened, the City shall not consider any subsequent submissions of alternate terms and conditions.
- 5) The fees are **not** to be submitted with the proposal. The fees will be requested after the consultant selection has been made.

3. MODIFICATION OR WITHDRAWAL OF OFFERS

Modifications to Offers- Changes to the Offer after the submission deadline shall be allowed only when the vendor can show convincing evidence that an unintentional factual mistake was made. Modification requests must be made in writing. Any modification submitted to the City must have the vendor's name, address, Solicitation Number and title included.

Withdrawal of Offers- Offers may not be withdrawn after the deadline for the Solicitation for a period of ninety (90) calendar days. If an Offer is withdrawn by the vendor during this ninety (90) day period, the City may, at its option, suspend the vendor and may not accept any Offer from the vendor for a six (6) month period following the withdrawal.

REJECTION OF OFFERS

- A. The City may reject an offer, in whole or in part, for reasons including, but not be limited to:
 - 1) The vendor misstates or conceals any material fact in its Proposal;
 - 2) The vendor's Offer does not strictly conform to the law or requirements of the Solicitation;
 - 3) The Offer expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Special Conditions;
 - 4) The Offer does not include documents which are required for submission with the Offer; or
 - 5) The Offer has not been executed by the vendor through an authorized signature.
- B. The City may, at its sole and absolute discretion:
 - 1) Reject all or parts of Offers submitted by prospective vendors;
 - 2) Re-advertise this Solicitation;
 - 3) Postpone or cancel the Solicitation;
 - 4) An Offer may not be accepted from, nor any contract be awarded to, any person or firm which
 - a) is in arrears to the City for any debt or Contract, or is a defaulter as surety for any obligation to the City.
 - b) has failed to perform faithfully any previous contract with the City, State or Federal governmental for a minimum period of one (1) year after this previous Contract was terminated for cause.
 - c) has pending litigation against the City on the date and time that the Solicitation is due.

METHOD OF AWARD - BEST EVALUATIVE SCORE BASED ON WRITTEN PROPOSAL:

It is the intent of the City to award a contract to the vendor(s) who receives the highest score from the City's RFP Evaluation Committee. The Committee will score written Proposals by reviewing documentation submitted by the vendors. Evaluation will be based on the following criteria:

- 1) Firm Capabilities & assigned staff experience (30%)
- 2) Scope of submission (10%)
- 3) Effective Project Approach (25%)
- 4) Effectiveness of implementation, or installation, plan. (25%)
- 5) Innovative ideas (10%)

Exceptions to specifications or terms and conditions may result in submission being deemed non-responsive.

PRESENTATIONS:

A second phase MAY be incorporated, in which the Committee will invite a limited number of vendors who received high scores during phase one, to provide an oral presentation. The evaluative score from the oral presentations will determine the top rated vendor(s).

SCOPE OF WORK

BACKGROUND: The City of Arvada (City) is requesting written proposals from qualified firms to provide engineering services for a Colorado Department of Transportation (CDOT) Transportation Alternatives Program (TAP) grant. Proposals shall include trail, roadway, and bridge design, right of way plan development and acquisition, federal environmental requirements, utility relocation, and final construction plans. The design and construction teams must meet and follow all Federal rules and guidelines as outlined in the attachments included in this RFP. The main elements of the project are as follows:

- The project will complete a missing section of minimum 8' wide trail on the west side of Alkire Street from W 78th avenue to W 80th Avenue.
- The project will include approximately 1300 linear feet of detached trail, and includes an RRFB at the intersection of Alkire St and W 78th Avenue
- Any required ADA upgrades along the trail and at the intersection of Alkire St and W 80th Ave.
- A stand alone pedestrian/bike bridge over the Farmers Highline Ditch.

1. General Project Development

Provide project development services for the development of an 8' wide detached trail on the west side of Alkire St from W 78th Ave to W 80th Ave, including full construction drawings, project and standard special provisions, bidding documents, and construction cost estimates prepared in accordance with the City of Arvada Engineering Code of Standards and Specifications and, as applicable, the Colorado Department of Transportation's (CDOT) Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction, latest edition. All construction plans shall be completed in accordance with the CDOT Drafting Manual. Work shall also include ROW acquisition, environmental documents and reports, and assistance in obtaining CDOT ROW, Utility and Environmental clearances. The City of Arvada and CDOT will review and approve the design and final construction documents.

Conduct the following with the City's management team and CDOT: design scoping review meeting, field inspection review (FIR), environmental processes, and final office review (FOR). Assist the City in identifying, resolving and tracking project technical issues, constraints and action items. This position will report directly to the City of Arvada's Project Manager for the Project. Representatives of the selected consultant's project team are required to attend a design scoping review meeting with CDOT prior to receipt of Notice of Award.

- *Upon selection, the selected firm is required to attend the scoping with CDOT prior to final contract negotiations. The cost to attend this meeting shall be borne by the consultant.*
- A contract award will not be made to parties listed on the government wide exclusions in the System for Award Management (SAM).

2. Field Survey and Utility Locates

Surveys shall include street ROW, existing signal poles, control cabinet, pull boxes, pavement markings, signs and signal heads, sidewalk, curbs, inlets, manholes, valves, detection loops, trees, bushes, and other items such as above ground utilities, fences, and retaining walls visible in street ROW in the subject area. Geotechnical survey may be required for the pedestrian bridge and should be included in the proposal. Field survey information shall follow CDOT's Standards and Specifications.

All underground or aboveground utilities (including gas and oil) shall be identified and located in compliance with Colorado Senate Bill 18-167. All information received from utility companies shall be field verified and copies furnished to the City. A private locate company shall be used if necessary. Design sequencing shall be coordinated to supply new or relocate existing utilities. The consultant shall prepare mapping for use in coordination of new utilities.

All utilities that are potentially impacted by the project will require testholing/potholing. The consultant shall prepare final utility plans utilizing the testhole information and field locates. Final utility plans shall identify utility conflicts and provide a suggested relocation plan as required. The consultant shall coordinate with the utility companies for final relocation plans and specifications. Utility clearance letters will be required from all utility owners within the project limits.

Surveying of underground utilities via pothole/testhole excavation will be required for this project. Utilities shall be located by potholes at each potential utility conflict point. All design activities and plans shall be compliant with Colorado Senate Bill 18-167. The consultant will be responsible for utility investigation (SUE) and preparation of agreements and required documentation to acquire a Utility clearance from CDOT Utilities.

3. Preliminary Design Services

All drawings and designs shall be in accordance with the most current versions of the City's City of Arvada Engineering Code of Standards and Specifications and, as applicable, the Colorado Department of Transportation's (CDOT) Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction, latest edition, and Manual on Uniform Traffic Control Devices (MUTCD) as well as any other Federal, state, local, and City requirements. CDOT TAP processes and forms will be required to be followed by the consultant during design. Designs shall conform to City and CDOT design standards.

3.1 Prepare 30% complete preliminary design drawings for Field Inspection Review (FIR). A minimum 1"= 20' scale should be used. Plans should be prepared on half size (11"x17") sheets and be in CDOT format. The preliminary design may include, but not be limited to the following drawings:

- Title Sheet
- General Notes
- Typical Sections
- Roadway Plan and Profile
- Structural Plans for Pedestrian Bridge
- Signage and Striping plans
- Grading, Drainage and Utility Plans
- Drainage and Utilities Plans & Profiles
- Landscape Plans
- Recommended Construction Phasing
- Cross Sections every 25 ft

3.2 Prepare a preliminary cost estimate. Bid Item Quantities (CDOT Standard Bid Items).

- The consultant shall calculate all plan quantities and prepare tabulations and Summary of Approximate Quantities sheets to be included in the construction plan set. Pay item numbers shall be consistent with CDOT standard pay items. The consultant shall not combine work items in an effort to minimize the number of pay items other than what is acceptable to industry standards.

3.3 Permits and Clearances

This activity is concurrent with final design and the consultant must complete obtaining permits prior to the advertisement for construction. Coordinate between the agencies, and prepare and submit application and design information to the appropriate agency for the following permits and clearances:

- CDOT Clearances
- Environmental
- Utility

- Right of Way
- NPDES Storm Water Permit for Construction Activities
- State Historic Preservation Office (if needed)
- Special permits as required including CDOT and City permits

The environmental clearance work shall be completed to enable the City of Arvada to obtain environmental clearance from the Colorado Department of Transportation utilizing CDOT Form 128. The environmental clearance shall be completed before finalization of the design plans. The consultant shall compile all notes related to environmental resources that should be included in the final plans. All biological resources/wetlands, historic resources, archeology, and paleontology shall be summarized in a memo and notes shall be included in the final plans as necessary. Any additional work (such as Section 4(f) or 6(f) of the Department of Transportation Act) required for the clearances shall be completed and outlined in memos and, if required, on the final plan set.

The consultant will be responsible for preparing documents in accordance with the requirements of the current federal and state environmental regulations including the National Environmental Policy Act of 1969 (NEPA). For NEPA documentation the project may qualify as a Categorical Exclusion (Cat Ex) if necessary. All documents shall be in CDOT's format and presented to CDOT for review and submittal to FHWA for the following clearances as applicable:

- The consultant will be responsible for utility investigation (SUE) and preparation of agreements and required documentation to acquire a Utility clearance from CDOT Utilities.
- The consultant will be responsible for preparing documents in accordance with the requirements of the current federal, state and local agency environmental regulations including the National Environmental Policy Act of 1969 (NEPA). For NEPA documentation the project will likely qualify as a Categorical Exclusion (Cat Ex). All documents shall be presented to CDOT and the City of Arvada for review and CDOT's submittal to FHWA for the following clearances as applicable:
 - Threatened or Endangered Species
 - Wetlands
 - Floodplain/Floodway Study and Mitigation
 - Section 404 Permitting
 - Mitigation/Wetland Findings
 - Erosion Control Features
 - Noxious Weeds
 - Hazardous Materials
 - Storm Water Discharge Permit Associated with Construction Activity (CDPS)

3.4 Submit 20 sets of half-size (11"x17") of the preliminary design drawings to City and CDOT for distribution to utility companies and affected agencies for review before the FIR meeting.

3.5 Attend the FIR meeting, receive and discuss comments and prepare and distribute meeting minutes.

4. Right of Way

4.1 Appraisal and Right-of-Way Acquisition Services: The Consultant shall engage a professional right-of-way services firm (firm must be on CDOT's list of pre-qualified consultants) for the purpose of appraisal, negotiation, and acquisition of right-of-way and easements necessary for the project. All activities shall be performed in conformance with the Uniform

Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. Work to include, but not be limited to, coordination with City of Arvada Project Engineer, CDOT Right-of-way personnel, Consultant, appraiser, and affected property owners, performing appraisals or value findings in accordance with the CDOT appraisal manual, review of legal descriptions and appraisals, preparing offer letters and other necessary correspondence with property owners, conducting negotiations with each owner, coordinate and attend real estate closings, and litigation support, if necessary.

4.2 Title insurance and Closing Services: A Title Company shall be contracted to provide title insurance in the amount of the value of the parcel being acquired. Title insurance will not be necessary for certain easements where, at the discretion of the CDOT Region Right-of-Way Supervisor, it is determined that it is not cost effective to purchase the title insurance. However, in all cases a title commitment, with copies of all conveyance documents, shall be furnished to the City of Arvada along with a 5 year history of all changes in ownership to the property. The Title Company shall also provide automatic updates of any change in ownership during the acquisition process up to the date of closing. The Title Company shall arrange for all necessary closings, and all related activities, including, but not limited to, escrow services, update title commitments as to the amount to be insured, satisfaction of liens, calculate final settlement figures and prepare all closing documents, except deeds, per instructions from Arvada staff. The Title Company shall disburse settlement funds as applicable and assist in recording title documents and issue a 1099-S to the property owner and the Internal Revenue Service (IRS) in accordance with Federal Law.

5. Final Design

5.1 Based on comments received at the FIR meeting, prepare final construction drawings (90% Final Office Review level), bidding documents, project special provisions (CDOT format), standard special provisions and final cost estimate. The final construction drawings shall include, but not be limited to, the following:

- Title Sheet
- Standard Plans List
- General Notes
- Typical Sections
- Summary of Approximate Quantities
- Quantity Tabulations
- Survey Tabulation Sheet
- Survey Control
- Removal and Reset Plans
- Erosion Control Plans
- Storm Water Management Plan
- Roadway Plans
- Roadway Profiles
- Structural Plans for Pedestrian Bridge
- Details Sheet
- Intersection Details
- Driveway Plan & Grading Details
- Curb Ramp Details
- Overall Utility Plan
- Utility Profiles
- Recommended Construction Phasing and Construction Traffic Control Plans Signing and Striping Plan
- CDOT Form 859 – Construction Schedule
- Traffic Signal Plans
- Landscape Plans
- Hardscape Plans
- Cross Sections every 25 ft

This list may not include all of the necessary sheets or may include some sheets that are not applicable to this particular project. The plan sheets to be included shall be approved by the City of Arvada and CDOT.

5.2 Submit a pdf and 20 sets of half-size (11"x17") of the final construction drawings, "FOR Set" and special provisions to City and CDOT for distribution to utility companies and affected agencies for review before the Final Office Review meeting.

5.3 Attend FOR meeting, receive and discuss comments and prepare and distribute meeting minutes.

5.4 Revise final construction plans and specifications per FOR comments and submit 20 sets of each for final FOR Concurrence review by CDOT and City.

5.5 After FOR concurrence, prepare AD Set of final construction plans and specifications and submit an electronic (pdf) file along with 10 hard copy sets of each.

5.6 Assist the City in obtaining the necessary clearances (ROW, Environmental, Utilities) from CDOT prior to project advertisement.

5.7 Provide two "Record Sets" of the final construction plans and specifications stamped and signed by the consultant project engineer(s).

6. Construction Administration

Note: Arvada reserves the right to choose another consultant to perform the Construction Management

6.1 Bid Documents and Construction Contract Advertisement

The consultant shall provide all required documents for the preparation of the project manual by the City. This information shall include, but is not limited to; Construction Plans, Specifications, Reports, Bid Tabulation, and Permits.

The consultant shall provide support during the advertisement phase of the project. This support shall include, but not be limited to; answering questions during advertisement, providing required information necessary to prepare addendums to the bid documents, attending the pre-bid meeting and participating in the pre-bid meeting, attending the bid-opening, assisting the City in evaluating the submitted construction bids.

Assist the City in administering the construction contract, assist in the review of insurance requirements and endorsements, track and manage deliverables and schedules, review invoices, and track budgets. Process pay applications and review and analyze for the project manager any contractor proposal/change order directives.

The Consultant shall provide the services described below:

- Respond to questions in the field that arise relative to the plans, details or special provisions
- Provide engineering and drafting services for design revisions required due to changes in construction or field conditions.
- As-built documentation

6.2 Preparation and Update of Project Schedules

A project schedule depicting significant milestones and deliverables will be developed and maintained by the construction contractor. The construction management team will obtain the schedules and work closely with City staff to review the schedule and identify deficiencies or discrepancies in an effort to keep the project on time and efficiently coordinated.

6.3 Permits/Clearances/RFI's/Submittals During Construction

Develop a comprehensive permit/clearance plan through construction. Develop a critical path schedule of activities and information that must be obtained in order for construction to proceed without delays. Ensure that all necessary and required City permits are obtained. The construction contractor will be responsible for most of these. The Consultant shall develop and maintain a detailed log of requests for information (RFI's) and Submittals.

6.4 Inspections and Materials Testing

Consultant shall provide services for inspections materials testing as described in the City's Roadway Design &

Construction Specifications. Agencies doing the actual testing and inspections shall also meet the requirements as described in the City's Roadway Design & Construction Specifications. Testing frequencies shall comply with the City's Roadway Design & Construction Specifications.

6.5 Equal Employment Opportunity and Labor Compliance Verification

Consultant shall provide services to provide a monthly Davis Bacon compliance review and report for all contractors and subcontractors working for the project. The consultant shall fill out CDOT Form 280 (Equal Employment Opportunity and Labor Compliance Verification). Consultant shall document weekly worker interviews, compile certified payroll, and verify hourly wages are appropriate for workers of all contractors and subcontractors.

6.6 DBE Goals

CDOT has determined the contract goal for DBE participation in this Contract will be met with certified DBE's who have been determined to be underutilized on professional services contracts (CDOT Form 1331). The DBE goal has been established as follows:

Professional Services Consultants and/or Sub-consultants: 0% (CDOT Form 1331 will not be required)

6.7 Technical Assistance

The consultant shall provide technical assistance to the City's PM. These services shall include, but not be limited to, the following:

- Attend the pre-construction meeting and pre-construction walk through.
- Attend and lead regularly scheduled and special construction meetings.
- Provide engineering and drafting services for design revisions required by changes in construction or field conditions.
- Review and recommend field orders and change orders.
- Visit the construction site on a daily basis during construction (assume 4 hours per day average, including travel time) to observe and verify that construction is proceeding according to the intent of the plans and specifications. Provide written daily reports to the project construction file and to the City.
- Schedule materials testing with the materials testing agency.
- Document and log all material submittals and testing results.
- Assist the City to interpret the meaning and intent of the drawings and specifications.
- Monitor the erosion control efforts for conformance with the permit, plans, and specifications.
- Site Environmental QA/QC
 - Provide environmental monitoring services during construction.
 - Provide environmental monitoring services after construction for the duration required.
- Evaluate construction problems as directed and report findings and recommendations to the City. This process includes, but is not limited to the following;
- Log and process contractors Request for Information (RFI). Coordinate with the City's PM for response and closure of RFI's.
- Log and process construction Non-Conformance Reports (NCR). Coordinate with the City's PM for response and closure of NCR's.
- Log and process revisions to construction plans or Notices of Design Changes (NDC)
- Monitor the construction traffic control plans for conformance to the plans and specifications
- Document and track quantities for pay requests. Develop/review contractors pay request forms for periodic and final payment.
- Coordinate with Agencies (CDOT) and utility companies relating to any issues/concerns that may arise during construction.
- Attend and lead the final walkthrough meeting and develop punch list items.
- Track punch list items to completion.

6.8 As-Built

Drawings

The consultant shall provide the City with as-built drawings depicting the surveyed locations of all traffic signal poles, drainage infrastructure, and trail and roadway infrastructure. The locations of all underground utilities installed as part of traffic signal construction shall be provided to the City in compliance with Colorado Senate Bill 18-167.

6.9 Other requirements

The construction manager shall provide the following services:

- Daily Reports to be emailed at the end of each working day to the City. Logs shall be complete, typed and shall detail the work performed each day, discussions with the Contractor, descriptions of any changes, or problems with the plans or quantities or unusual activities on the site.
- The Consultant shall keep a log of all submittals and RFI's including date received, status and date returned to the Contractor and will distribute the log at each coordination meeting.
- The Consultant shall keep a photo log of the project on a weekly basis detailing progress. Photos to be emailed to the City on a weekly basis.
- The Consultant shall run weekly coordination meetings and provide written notes of each meeting within 7-days of each meeting.
- The Consultant shall notify the PM of any accidents, conflicts, thefts or conflicts in the plans on a daily basis.
- The Consultant shall work to rectify any conflicts with the plans within 24-hours and will notify the City on a daily basis of any conflicts.
- The Consultant is to keep a completed daily materials log.
- The Consultant is to prepare and keep a series of record documents, daily field reports, material logs.
- The Consultant shall turn over organized copies of all reports, submittals, RFI's, Shop Drawings, Erosion Control Project Manual(s), and copies of all project related paperwork to the City at the end of the project. During the project the documentation shall be kept up to date and available for review or audit at any time.

REQUIRED VENDOR SUBMITTAL FORM

SUBMITTED BY:

Company Name: _____

Contact Names: Sales/Customer Service _____

Address: _____

Phone: (____) _____ Email(s): _____

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the vendor;
- He/she has read all Terms and Conditions and technical specifications made available in conjunction with this solicitation and fully accepts and acknowledges this offer is consistent with the specifications and terms and conditions, unless specific variations have been clearly and expressly listed in the offer.
- The Offer is in all respects fair, without outside collusion or otherwise illegal action.

By: _____
Signature of Authorized Agent Date FEIN

Typed/Printed Name of Agent Title of Agent Agent email

Typed/Printed Name of Witness Title of Witness Witness email

PAYMENT TERMS: If the vendor does not accept a percentage discount, the City standard is net thirty (30) days after the date that the City receives an accurate invoice and has accepted the product or service. Payment is the date of the check mailing or date of the credit card transaction.

Discount: ____% ____ Days, Net: 30 Days, Accept Visa without additional fee? _____

VARIATIONS: The vendor shall identify all variations and exceptions to any RFP documents. Submittal of a Vendor Contract is considered excessive in Variations and may be cause for determining that the Bid/Offer is non-responsive and ineligible for award. For each variation listed, reference the applicable section of the solicitation document as per the example below. If no variations are listed here, it is understood that the vendor's Offer fully complies with all terms and conditions. Attach additional Variation sheets in the same format as below after starting the first three on this page.

Page #: _____ Item # or Section: _____

Variance _____

Page #: _____ Item # or Section: _____

Variance _____

Page #: _____ Item # or Section: _____

Variance _____

SUBMITTAL INSTRUCTIONS:

Proposals shall be submitted in the order listed below with each section clearly identified.

- Submit ON-LINE
 - Cover & Executive Summary.
 - Detail Firm's and employees' Capabilities, Experience, Licensing, and Compliance Status.
 - Details of Proposal – Proposed products & services, implementation timeline and warranties.
 - Completed City Submittal Forms including this sheet and all other attachments specifically requested.
 - Insurance – Checking this box accepts that the insurance requirements listed by the City are acceptable unless listed in the variations on the previous page.
 - CONFIDENTIAL information, if any, MUST be stamped as such on each page and submitted separately.
 - Please initial to acknowledge Addenda, if any, have been considered in your proposal:
#1 _____ #2 _____ #3 _____

REFERENCES:

- Check here if Firm's standard reference sheet is attached, otherwise, use the space below.

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

Describe type of work/service performed or items supplied: _____

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

Describe type of work/service performed or items supplied: _____

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

Describe type of work/service performed or items supplied: _____

ATTACHMENTS REQUIRED BY CDOT ADDENDUM A: FEDERAL REQUIREMENTS

Federal laws and regulations that may be applicable to the Work include:

- A. The "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (Common Rule), at 49 Code of Federal Regulations, Part 18, except to the extent that other applicable federal requirements (including the provisions of 23 CFR Parts 172 or 633 or 635) are more specific than provisions of Part 18 and therefore supersede such Part 18 provisions. The requirements of 49 CFR 18 include, without limitation:
 - 1. the Local Agency/Contractor shall follow applicable procurement procedures, as required by section 18.36(d);
 - 2. the Local Agency/Contractor shall request and obtain prior CDOT approval of changes to any subcontracts in the manner, and to the extent required by, applicable provisions of section 18.30;
 - 3. the Local Agency/Contractor shall comply with section 18.37 concerning any subgrants;
 - 4. to expedite any CDOT approval, the Local Agency/Contractor's attorney, or other authorized representative, shall also submit a letter to CDOT certifying Local Agency/Contractor compliance with section 18.30 change order procedures, and with 18.36(d) procurement procedures, and with 18.37 subgrant procedures, as applicable;
 - 5. the Local Agency/Contractor shall incorporate the specific contract provisions described in 18.36(i) (which are also deemed incorporated herein) into any subcontract(s) for such services as terms and conditions of those subcontracts.
- B. Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees).
- C. The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and subgrants for construction or repair).
- D. The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) (Construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation. This act requires that all laborers and mechanics employed by contractors or sub-contractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor).
- E. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).
- F. Standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
- G. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

- H. Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable.
- I. The Hatch Act (5 USC 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.
- J. 42 USC 6101 et seq. 42 USC 2000d, 29 USC 794, and implementing regulation, 45 C.F.R. Part 80 et. seq.. These acts require that no person shall, on the grounds of race, color, national origin, age, or handicap, be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or part, by federal funds;
- K. The Americans with Disabilities Act (Public Law 101-336; 42 USC 12101, 12102, 12111- 12117, 12131-12134, 12141-12150, 12161-12165, 12181-12189, 12201-12213 47 USC 225 and 47 USC 611.
- L. The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91-646, as amended and Public Law 100-17, 101 Stat. 246-256). (If the contractor is acquiring real property and displacing households or businesses in the performance of this contract.)
- M. The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.).
- N. The Age Discrimination Act of 1975, 42 U.S.C. Sections 6101 et. seq. and its implementing regulation, 45 C.F.R. Part 91; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84.
- O. 23 C.F.R. Part 172, concerning "Administration of Engineering and Design Related Contracts".
- P. 23 C.F.R Part 633, concerning "Required Contract Provisions for Federal-Aid Construction Contracts".
- Q. 23 C.F.R. Part 635, concerning "Construction and Maintenance Provisions". R. Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973. The requirements for which are shown in the Nondiscrimination Provisions, which are attached hereto and made a part hereof. APRIL 1980

Nondiscrimination Provisions:

In compliance with Title VI of the Civil Rights Act of 1964 and with Section 162(a) of the Federal Aid Highway Act of 1973, the Contractor, for itself, its assignees and successors in interest, agree as follows:

- A. Compliance with Regulations. The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination. The Contractor, with regard to the work performed by it after award and prior to completion of the contract work,

will not discriminate on the ground of race, color, sex, mental or physical handicap or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The

Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix C of the Regulations.

- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, mental or physical handicap or national origin.
- D. Information and Reports. The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State, or the FHWA as appropriate and shall set forth what efforts have been made to obtain the information.
- E. Sanctions for Noncompliance In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - 1. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or;
 - 2. Cancellation, termination or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions The Contractor will include the provisions of paragraphs A through F in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interest of the State and in addition, the Contractor may request the FHWA to enter into such litigation to protect the interests of the United States.

Certification for Federal-Aid Contracts

The contractor certifies, by signing this contract, to the best of its knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or of Congress, or an

employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The prospective participant also agree by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly. Required by 23 CFR 635.112

Notice Attention Consultants

In February, 1999 the U. S. Department of Transportation (USDOT) revised its Title 49, Code of Federal Regulations, Parts 23 and 26, concerning its continuing requirement that all States implement a Disadvantaged Business Enterprise (DBE) Program for all federally-funded

contracts. That federal requirement applies to all section 24-30-1401, C.R.S., federally-funded professional services consultant agreements executed by CDOT.

In response to that federal regulation, in June, 2001 the Colorado Transportation Commission adopted Resolution No. 966. Among other things, Resolution No. 966 established a new DBE goal setting process for professional services consultant contracts, in order to more narrowly tailor CDOT's DBE program to conform with the results of the 2000 Statewide Disparity Study. That Disparity Study found that all DBEs will be considered to be UDBEs.

Accordingly, CDOT will now set individual project goals on consultant contracts for all UDBE professional services consultants/subconsultants, based upon the type of work included in each project and the availability of UDBEs capable of performing such work. CDOT will use a consultant's proposed use of UDBE participation in the project work as an evaluation criterion in the selection of a consultant for the project.

Project specific DBE goals will be set by the appropriate Regional EEO Representative or Headquarters DBE Program Manager, using a process similar to the one currently used to establish DBE goals for UDBEs on highway construction projects.

As a result, all CDOT professional services projects advertised after June, 2001 shall contain individual project UDBE goals conforming to Resolution No. 966, and each selected consultant shall be required by CDOT's project contract to provide the UDBE participation contained in its proposal. Please refer to the section in the Statement of Interest package that describes the new DBE goals and requirements.

Disadvantaged Business Enterprise Definitions and Requirements October 12, 2005

1. Definitions and Procedures - For this project, the following terms are defined:
 - A. Disadvantaged Business Enterprise (DBE). A small business concern that is certified as being:
 1. At least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
 2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
 3. "Socially and Economically Disadvantaged individuals" means those individuals who are citizens or lawfully admitted permanent residents of the United States and who are:
 - a. Minorities or individuals found by the Small Business Administration pursuant to Section 8 of the Small Business Act to be disadvantaged.
 - b. Individuals found by CDOT's Office of Certification to be socially and economically disadvantaged.
 - B. DBE Joint Venture. An association of two or more businesses formed to carry out a single business enterprise for profit for which purposes they combine their property, capital, efforts, skills and knowledge. DBE joint ventures must be certified as a joint venture. The DBE percentage of the joint venture will be determined at the time of certification.
 - C. Underutilized DBE (UDBE). A firm which meets the definition of Underutilized Disadvantaged Business Enterprise (UDBE) based on the findings and recommendations of CDOT's Disparity Study and is eligible to meet the contract goal as defined in the paragraph titled "Contract Goal."
 - D. Contract Goal. The goal for UDBE participation that the Department determines should appropriately be met by the selected consultant, based on the type of work included in each project and the availability of UDBEs capable of performing such work. The Contract goal will be the percentage stated in the invitation for consultant services and in the project documents.
 - E. Certification as a DBE by the Department
 1. Any small business may apply to the Colorado Department of Transportation (CDOT) for status as a DBE. Application shall be made on forms provided by CDOT for certification of DBEs. However, only work contracted or subcontracted to DBEs that also qualify as UDBEs and independently performed by UDBEs shall be considered toward contract goals as established elsewhere in these specifications.
 2. It shall be the DBE applicant's responsibility to submit applications so that CDOT has sufficient time to render decisions. CDOT will review applications in a timely manner but is not committed to render decisions about a firm's DBE status within any given period of time.
 3. The Department will make available a list of DBE contractors, consultants, vendors and suppliers for the purpose of providing a reference source to assist any consultant in identifying DBEs and UDBEs. Consultants will be solely responsible for verifying the Certification of UDBEs they intend to use prior to submitting a Statement of Interest (SOI.) The DBE list is available at: http://www.dot.state.co.us/app_ucp/
2. Selection of UDBEs by Consultant:
 - A. Consultants shall exercise their own judgments in selecting any subconsultant to perform any portion of the work.

3. Requirements

- A. The use of UDBEs is an evaluation factor for consultant selection under Section 24-30- 1403 (2) CRS. All Consultants shall submit with their proposals a list of the names of their UDBE subconsultants to meet the contract goal.
- B. If the Consultant proposes to voluntarily use any non-UDBEs on the project, the Consultant shall also submit the names of those DBEs. However, the non-UDBEs will not be used to meet the UDBE goal for the project.
- C. Evaluation points will be awarded for UDBE participation during the Statement of Interest (SOI) scoring. A maximum of 5 evaluation points will be awarded for UDBE participation during the SOI scoring. If the consultant doesn't submit sufficient UDBE participation to meet the project goal, they may be awarded from 0 to 4 points, based on the amount of UDBE participation they submit. The consultant must submit all UDBE participation commitments on either CDOT Form #1330 (for NPS Contracts) or CDOT Form #1331 (for PS Contracts) with their SOI in order to receive the corresponding evaluation points.
- D. The selected consultant must use the UDBE firms named (if any) on CDOT Form #1330 or #1331 in the Statement of Interest for the items of work described. The replacement of a named UDBE firm will be allowed only as provided for in (6) of the DBE Definitions and Requirements. Failure to comply may constitute grounds for default and termination of the Contract.
- E. Consultant's UDBE Obligation.
 1. The Consultant submitting a Statement of Interest and a Work Plan on consultant projects advertised by the Department agrees to ensure that UDBEs, as defined in this special provision, have equal opportunity to participate in the performance of contracts or subcontracts. The prime Consultant shall not discriminate on the basis of race, color, national origin, or sex in the selection and bidding process or the performance of contracts.
 2. To ensure that UDBEs are offered equal opportunity to participate in the performance of contracts, it is the responsibility of the prime Consultant to offer and to provide assistance to UDBEs related to the UDBE performance of the subcontract. However, the UDBE must independently perform a commercially useful function on the project, as described in F(4) below.
- F. Counting UDBE Participation Toward Goals
 1. Once a firm has been certified as a DBE that qualifies as a UDBE, the total dollar amount of the contract awarded to the firm shall be counted toward the contract goal as explained below, and as modified for the project in the project special provisions titled "Contract Goal."
 2. The actual dollar total of a proposed subcontract, supply or service contract with any UDBE firm shall be reported to the Department in the Consultant's Cost Proposal.
 3. The eligibility of a proposed UDBE subconsultant will be finally established based on the firm's status at the time the contract is signed. If a firm becomes certified as a

DBE during performance under a fully executed contract with CDOT but prior to the UDBE performing any work, then 100% of the work performed by the firm under that contract may be claimed as eligible work. No work performed by a UDBE firm can be counted toward UDBE participation prior to the firm receiving certification as a DBE.

4. The Consultant may count toward its contract goal only that percentage of expenditures to UDBEs which independently perform a commercially useful function in the work of a contract. A UDBE is considered to be performing a commercially useful function by actually performing, managing, and supervising the work involved. To determine whether a UDBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, work performed solely by the UDBE, industry practices, and other relevant factors.
 5. A UDBE may enter into subcontracts consistent with normal industry practices. If a UDBE subcontracts over 51% of the work of the Contract the UDBE shall be presumed not to be performing a commercially useful function. The UDBE may present evidence to rebut this presumption to the Department.
 6. The Consultant may count toward its contract goal the percentage of expenditures for materials and supplies obtained from UDBE suppliers (regular dealers) and manufacturers specifically for use on the project, provided that the UDBEs assume the actual and contractual responsibility for and actually provide the materials and supplies.
- A. The Consultant may count 100 percent of its expenditures to an UDBE manufacturer if the purchased items are to be used on the project. A UDBE manufacturer is a certified firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Consultant.
 - B. The Consultant may count 60 percent of its expenditures to UDBE suppliers that are not manufacturers, provided that the UDBE supplier performs a commercially useful function in the supply process. A supplier is a certified firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the Contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a supplier the firm must engage in, as its principal business and in its own name, the purchase and sale of the products in question. A supplier in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or suppliers within the meaning of this section.

- C. The Consultant may count toward its UDBE goal the following expenditures to UDBE firms that are not manufacturers or suppliers:
1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, provided that the fee or commission is determined by the Department to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 2. The fees charged for delivery of materials and supplies required to a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a supplier of the materials and supplies, provided that the fee is determined by the

Department to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the Contract, provided that the fee or commission is determined by the Department to be reasonable and not excessive as compared with fees customarily allowed for similar services.
4. Determination of goal achievement. To determine the goals achieved under this Contract, the UDBE participation shall be divided by the original prime Contract amount and multiplied by 100 to determine the percentage of performance. The Consultant shall maintain records of payment that show amounts paid to all UDBEs and DBEs. The Consultant shall submit a CDOT Form #1313 with each billing/invoice to the Department listing all subconsultants (including UDBEs and other DBEs) that participated in this Contract and the dollar amount paid to each. The Consultant shall certify the amount paid, which may be audited by the Department. When the participation by UDBEs is less than the Consultant committed to the Department, the Consultant shall submit a statement to CDOT along with the CDOT Form #1313 that indicates the amount of participation and gives reasons why it was different from the Consultant's SOI commitment.
5. Replacement of UDBEs used to meet the contract goal
 - A. Based upon a showing of good cause the Consultant may request that a UDBE named in the Consultant's Statement of Interest be replaced with another UDBE pursuant to the terms and conditions of this special provision. Replacements will be allowed only with prior written approval of the Department.
 - B. If a replacement is to be requested prior to the time that the named UDBE has begun to effectively prosecute the work under a fully executed subcontract, the Consultant shall furnish to the Department the following:
 1. Written permission of the named UDBE. Written permission may be waived only if such permission cannot be obtained for reasons beyond the control of the Consultant.
 2. A full written disclosure of the circumstances making it impossible for the Consultant to comply with the condition of award.
 3. Documentation of the Consultant's assistance to the UDBE named in the Consultant's Statement of Interest.
 4. Copies of any pertinent correspondence and documented verbal communications between the Consultant and the named UDBE.
 5. Documentation of the Good Faith Efforts in finding a replacement UDBE and the results of the efforts. It is within the control of the Consultant to locate, prior to award, UDBEs that offer reasonable prices and that could reasonably be expected to perform the work. For this reason, increased cost shall not, by itself, be considered sufficient reason for not providing an in-kind replacement.
 6. In the event a UDBE begins to prosecute the work and is unable to satisfactorily complete performance of the work, the Consultant shall furnish to the Department the following:
 1. Documentation that the subject UDBE did not perform in a satisfactory manner.
 2. Documentation of the Consultant's assistance to the UDBE prior to finding the UDBE in default.
 3. A copy of the certified letter finding the UDBE to be in default or a letter from the UDBE stating that it cannot complete the work and it is turning the work back to the Consultant.
 4. Copy of the contract between the Consultant and the UDBE, plus any modifications thereto.
 5. Sanctions
 - A. It is the obligation of the Consultant to provide UDBE firms with equal opportunity to participate in the performance of the work.
 - B. It is the responsibility of UDBE firms to perform their work in a responsible manner fully consistent with the intent of the DBE program, and in substantial compliance with the terms and conditions of these DBE definitions and requirements.
 - C. UDBE firms which fail to perform a commercially useful function as described in subsection 4(E) of these DBE definitions and requirements or operate in a manner which is not consistent with the intent of the DBE program may be subject to revocation of certification.
 - D. A finding by the Department that the Consultant has failed to comply with the terms and conditions of these DBE definitions and requirements may constitute sufficient grounds for default and termination of the Contract.

Exhibit 2

Contractor's Response



CITY OF ARVADA

REQUEST FOR PROPOSAL: RFP-20-ALKIRE ST TAP
OCTOBER 13, 2020

ALKIRE STREET TAP GRANT ENGINEERING DESIGN SERVICES



October 13, 2020



Adam Lind
City of Arvada
5790 Garrison Street
Arvada, CO 80002

**Subject: Alkire Street TAP Grant
City of Arvada | Proposal Number RFP-20-Alkire St TAP**

Dear Mr. Lind and Selection Committee:

RockSol Consulting Group, Inc. is pleased to submit our qualifications on the subject contract. We are prequalified with CDOT for the requisite areas through February 28, 2021. **RockSol is locally headquartered only 13 miles from Arvada City Hall.** Our guiding work approach is to provide exceptional attention to the needs of our clients. Thus, **we have assembled a comprehensive design team with a firm grasp of this project's challenges and are prepared to provide quality services to the City of Arvada.** The RockSol team brings a collaborative design approach to best meet the City's needs. We offer:

➤ **Dedicated and experienced project management**

Our Project Manager, Stephany Westhusin, brings a wealth of experience in managing transportation projects ranging in scope and complexity. Prior to joining RockSol, Stephany served as a Project Manager and Principal Engineer for the City of Boulder, providing her significant insight into municipal transportation project delivery, including those following the CDOT Local Agency process. Her projects have included close coordination with a variety of stakeholders to ensure a successful project completion. She currently manages RockSol's On-Call Civil Engineering, Construction Management, and Environmental Services contract with the City of Arvada.

➤ **Commitment to quality services**

The RockSol team is committed to providing superior performance. Our Quality Management System was designed to ensure that each and every deliverable not only meets, but exceeds our client's expectations and has helped us earn ISO 9001: 2015 certification. We excel at responding quickly to client requests, developing the right teams for multidiscipline projects, and executing the scope of services under each task order to meet the needs of our clients. We manage projects centered on our client's goals, and we treat each project with focused dedication.

➤ **Collaborative design approach**

Our team offers a collaborative approach toward design that will achieve the goals of this project. RockSol has partnered with several subconsultants, including Fox Tuttle, Boulder Land Consultants, Western States Land Services, and Centennial Archaeology to provide an efficient and complete team. Our team members all have a history of working on projects together and can begin this project as a cohesive unit.

We appreciate the opportunity to provide this proposal. **The information contained in this proposal, including all attachments, is true and complete to the best of my knowledge. Please contact Stephany Westhusin at 303.253.4028, via e-mail at westhusin@rocksol.com, or via fax at 303.962.9350, if we can be of any assistance.** We look forward to continuing our relationship with the City of Arvada staff.

Sincerely,

A handwritten signature in blue ink that reads "Stephany R. Westhusin".

Stephany Westhusin, PE
Contract Manager

RockSol Consulting Group, Inc.

12076 Grant St, Thornton, CO 80241 Ph 303.962.9300 Fax 303.962.9350 Web www.rocksol.com

FIRM CAPABILITIES



RockSol Consulting Group, Inc.
 Consulting Group, Inc. (RockSol) provides engineering and construction management services to government agency clients, many of them with similarities to the City of Arvada. RockSol is a Colorado-based firm providing engineering services for the analysis, design, and construction of roadways, multi-use paths, trails, bridges, structures, retaining walls, pavements, and foundations. Our full capabilities include geotechnical investigations, pavement design, structural engineering, transportation design, environmental services, and traffic engineering, as well as construction management, inspection, and quality assurance materials testing services. For over 20 years since 1996, RockSol has built its reputation on providing top quality services to all of our clients.

Our core values of responsiveness, flexibility, and high quality of work result in superior service to our clients. We look forward to providing the City of Arvada with the same high level of service throughout the life of a project. We are dedicated to serving as an extension of your staff for any project phase.

Mission Statement | RockSol is committed to providing engineering services of the highest quality, while exceeding our clients' expectations of quality, safety, responsiveness, and professional excellence and meeting their budgetary and schedule needs.

High Quality Services | RockSol approaches every project the same way: provide superior quality services efficiently and effectively, while achieving all applicable requirements and standards. We are committed to excellent client service, responding rapidly to client requests. Our services are backed by our Quality Commitment and supported by our Quality Management System, which emphasizes the needs of our clients and adheres to current industry and regulatory standards. Our successful past performance exemplifies our dedication to quality transportation projects and has earned us our ISO 9001:2015 certification.

Integrated Design Services | RockSol offers a well-rounded design team with experience in both design and construction practices. Our in-house design team offers full integration of roadway design, geotechnical engineering, drainage design, subsurface utility engineering, and environmental management. As a small firm, our disciplines work closely together, enabling us to nimbly respond to changing project requirements.

Stakeholder Coordination | RockSol understands the importance of working with all stakeholders, including the City of Arvada, to ensure that all phases of the work are smoothly coordinated. Your concerns are our concerns. Our project managers have extensive experience coordinating with project owners and stakeholders to ensure our client's individual project needs are incorporated, whether the project be in the design phase or in the construction phase.



The Fox Tuttle Transportation Group is a Colorado firm that was formed in 2001 to provide high quality, innovative transportation consulting services to local governments and private sector clients. The firm has highly qualified engineering and planning professionals who are committed to providing exceptional client service. Fox Tuttle only commits to projects that are compatible with their staff's expertise, will implement safe streets for all modes of travel, and fit with staff's availability.



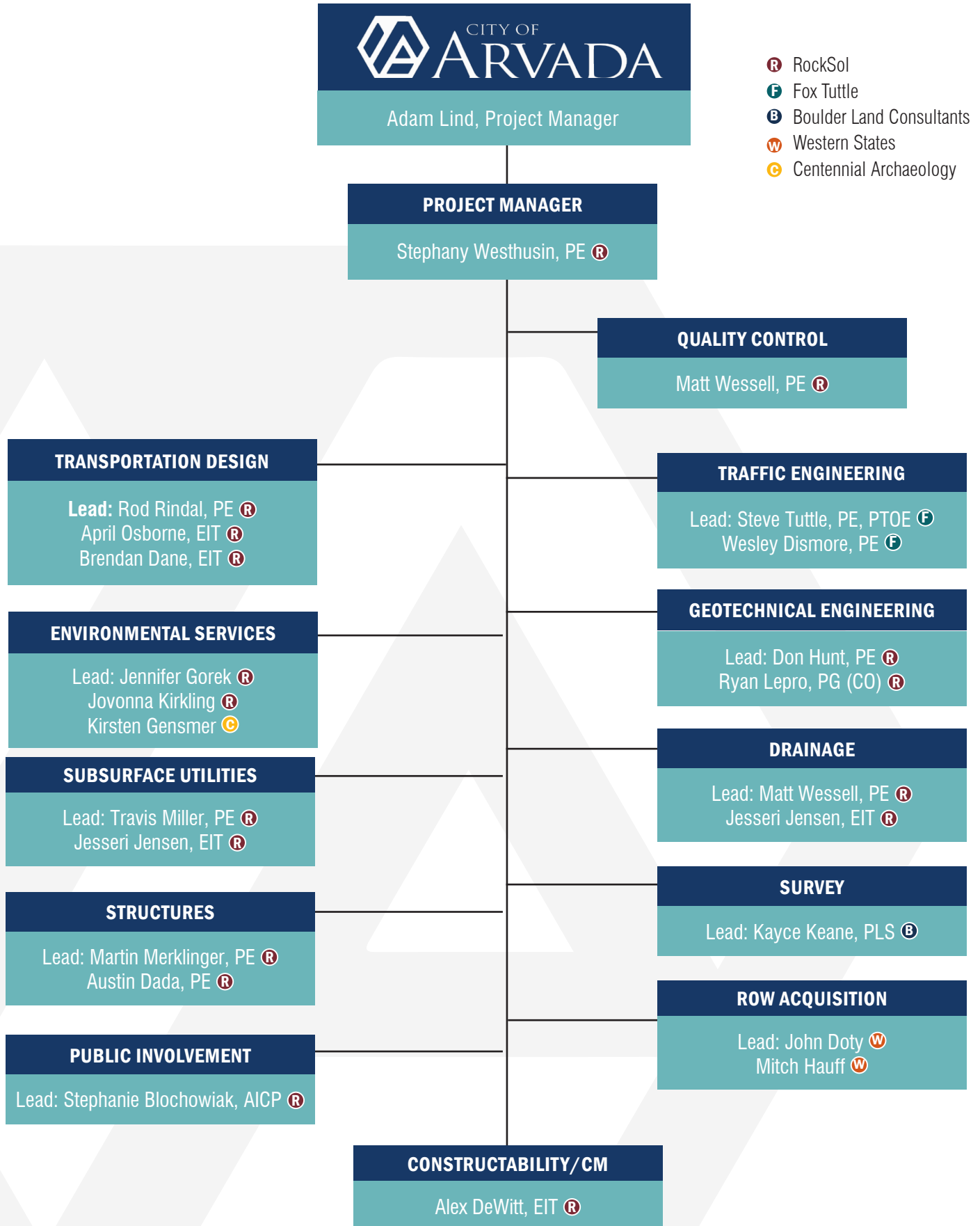
Created in 1981, Western States is headquartered in Loveland, Colorado and has provided right-of-way acquisition, permitting and relocation services to CDOT, local public agencies, utility companies and other entities throughout Colorado and several surrounding states for the past 39 years. Over those years our clients have relied on our experience working with landowners and our understanding of the statutory acquisition processes to successfully acquire all property interests necessary for their projects.



Boulder Land Consultants, Inc. offers our clients the personal, responsive service of a small company combined with the fact that a registered professional land surveyor directly oversees almost every aspect of a given project. Value is added by the convenience and product quality provided by their firm's commitment to up-to-date surveying, mapping and drafting technology.



Centennial Archaeology was founded in 1984, and is headquartered in Fort Collins, Colorado. The company conducts contract-based archaeological and historical research throughout the Southern Rocky Mountains. Centennial has 35 years of experience working with State Historic Preservation Offices, the Advisory Council on Historic Preservation, and lead federal agencies.



STEPHANY WESTHUSIN, PE

Project Manager

37 Years of Experience | 3 Years with RockSol

Professional Engineer: Colorado

BS, Civil Engineering, University of Colorado



Stephany has over 37 years of experience encompassing all aspects of project development, from planning and budgetary considerations to construction oversight and project management. Her time spent in service to the City of Boulder as Transportation Project Manager and Principal

Engineer has given her a unique perspective on local agency cradle to grave project management. She also has extensive experience with federally funded project management from her prior work at CDOT and City of Boulder. She communicates effectively with CDOT and Local Agency units, the Federal Highway Administration (FHWA), contractors, consultants, and other stakeholders garnered from her many years coordinating and facilitating working groups. Stephany also had the unique opportunity to serve on a working group that wrote the original CDOT Local Agency Manual. Additionally, she has experience with Federal Emergency Management Agency (FEMA) and flood recovery work, design and project management of multi-modal transportation methods, and managing and training multiple employees.

US 36 Bikeway Realignment | City and County of Broomfield | Project Manager

Stephany managed this project which involved the design and preparation of the construction documents for the Frank Varra Park – US 36 Bikeway Realignment between West Flatiron Crossing Drive and Interlocken Loop. The new alignment is designed to blend with the existing topography with the least disturbance, prioritizing shading and localized drainage issues that exist along the current path. Approximately 2,400 feet of the new alignment is located within the US 36 right-of-way, requiring coordination and permitting with CDOT. RockSol is providing the engineering design services for this project. Overall project work includes mapping for utility coordination, boundary/topographic survey and base mapping, flood study report and application, erosion control plans, bikeway design, and project coordination.

Safe Routes to School | Town of Berthoud | Project Manager

Stephany managed this federally funded, local agency project which involved providing a safe route for pedestrians as they travel to and from school. The improvements occurred across approximately 1.3 miles of roadway in the proximity of Berthoud Elementary School, Turner Middle School, and Ivy Stockwell Elementary School. Project work included replacing damaged sidewalk, adding new sidewalk and curb ramps where missing, and replacing curb ramps that do not meet Public Right-of-Way Accessibility Guidelines (PROWAG) standards. RockSol provided roadway design services and environmental categorical exclusion NEPA clearance for this project.

Local Agency Support | CDOT Region 3 | Project Manager

Stephany provides Local Agency Support for numerous CDOT Local Agency projects located in Region 3. RockSol's work has included providing oversight and support to local agency projects, reviewing and coordinating contract modifications orders with the agency and the CDOT Resident Engineer, and serving as the CDOT Residency Local Agency Project Manager. Work also includes communicating closely with the CDOT Resident Engineer to ensure the Local Agency is complying with necessary requirements. RockSol staff are tasked with reviewing interim and final documentation.

160th Avenue and Huron Street Intersection | City and County of Broomfield | Project Manager

This project designed turn lanes and overall intersection improvements at Huron Street and 160th Avenue. The purpose of this project was to alleviate traffic due to new commercial, residential, and oil and gas development in the surrounding area. Project work included SUE level mapping for underground utilities, boundary/topographic survey and basemapping, geotechnical and pavement design, culvert extensions, erosion control plans, roadway widening design, a raised island to separate right turn lanes and project coordination. The City also requested a traffic study review. Stephany managed the engineering design services for this project and also provided construction services.

MATT WESSELL, PE**Quality Control****24 Years of Experience | 3 Years with RockSol****Professional Engineer: Colorado, California****BS, Civil Engineering, Virginia Tech**

Matt's experience includes a variety of civil engineering disciplines, most notably the development and management of roadway design, planning and feasibility studies, environmental document preparation, scoping level project delivery plans, and public involvement programs.

His broad experience includes performing detailed engineering design and calculations for local, collector, and arterial roadways, highways and interstate systems, trails, storm drains and culverts, retaining walls, intensive utility coordination and relocations, lighting, intersections, and traffic control and construction phasing. For the past 10 years, he has led diverse teams to deliver complex projects in urban and rural areas. He has a great understanding of the key clearance processes and procedures—environmental, right-of-way, utilities, brings a collaborative approach to project management, and leads with integrity. Matt has supervised large and diverse workgroups, and has extensive experience being the liaison between numerous different stakeholders and agencies to develop project solutions.

2017 Trail Connections | City of Thornton | Project Manager

Matt managed this project involving the design of three separate trail segments in an effort to connect existing trail networks. Segment A constructed a new trail from Grandview Ponds Open Space and Prairie Dog Habitat to Colorado Boulevard. Segment B replaced an existing asphalt trail in Eastlake #2 Open Land from 124th Avenue to 121st Place and included an extension of this trail to 120th Avenue. Segment C designed a new concrete trail from north of Villages North subdivision to an existing pedestrian underpass at Thornton Parkway. The City recently obtained RTD approval to construct Segments A and C on RTD right-of-way, and they will construct the final two segments in fall 2020.

York Street, Phase II, 78th to 88th Avenues | Adams County | Project Manager

Matt managed the design for this project which improved roadway capacity by widening the corridor to four lanes with median left turn lanes. The design included utility relocations, pedestrian access facilities, traffic signal replacement, drainage system improvements, and streetscaping on the York Street, Welby Road, and Devonshire Boulevard corridor between 78th Avenue and 88th Avenue in Adams County.

Erie Parkway Bridge over Coal Creek | Town of Erie | Project Manager & Lead Roadway Designer

Matt managed the project and led the roadway design efforts for the Erie Parkway Bridge over Coal Creek which involved designing a new bridge over FEMA floodplain and developing a new alignment for the 4-lane major arterial roadway. RockSol performed the bridge design, roadway design, trail design, utilities coordination, and geotechnical analysis and pavement design, and obtained the 404 permits, T&E clearance, and designed the SWMP. RockSol performed the construction management and inspection services on behalf of the Town. RockSol also prepared a planning estimate for the Town's budgeting process as part of the design services.

62nd Avenue Improvements | Adams County | Project Manager

Matt is managing this project to improve roadway safety, system functionality, mobility, connectivity for pedestrian access facilities, and drainage systems. The project will also provide capacity to serve growth and economic development; improve quality of existing infrastructure; reduce long-term operation cost; and reflect the Transportation and Comprehensive Plan and Making Connections/SW Adams County Planning and Implementation Plan on 62nd Avenue between Pecos Street and Washington Street.

ROD RINDAL, PE

Transportation Engineer

36 Years of Experience | 1 Year with RockSol

Professional Engineer: Colorado

BS, Civil Engineering, Montana State University



Rod served as a Transportation Project Manager for the City of Boulder Transportation Division for 28 years. Rod's role as project manager typically included managing multimodal projects from project conception through construction, including nine Local Public Agency federal

aid projects. His managed projects have included numerous improvement projects to include on-street bike lanes, sidewalks and multi-use paths, pedestrian underpasses, traffic signals, utility installation and utility relocation. His work as a project manager included managing budgets and schedules and serving as the primary contact for citizen requests as well as presenting at public meetings as part of the community and city approval process. He worked closely with city staff and design consultants to develop construction plans and bid documents. He also coordinated with other City departments and regional partners, such as Boulder County, Colorado Department of Transportation (CDOT), Regional Transportation District (RTD), and the University of Colorado. During this time, he developed and managed the City's Pavement Management Program, which included managing the \$5 million annual budget.

US 36 Bikeway Realignment | City and County of Broomfield | Lead Roadway Designer

Rod served as the lead designer for this project which involves the design and preparation of the construction documents for the Frank Varra Park – US 36 Bikeway Realignment between West Flatiron Crossing Drive and Interlocken Loop. Overall project work included mapping for utility coordination, boundary/topographic survey and base mapping, flood study report and application, erosion control plans, bikeway design, and project coordination.

W. 82nd Avenue/Leyden Road Intersection at Indiana Street | City of Arvada | Senior Roadway Designer

Rod provided design services for this project involving the lengthening of the eastbound right turn lane on 82nd Avenue west of Indiana Street. The proposed widening is within existing road right-of-way as determined by the City of Arvada's survey. Striping revisions are also proposed to extend the eastbound left turn lane. RockSol is providing a plan that will include horizontal and vertical design for the proposed widening. RockSol is also preparing construction plans and specifications for the City's use in constructing the improvements.

York Street, Phase II, 78th to 88th Avenues | Adams County | Senior Roadway Designer

Rod provided design services for this project which improved roadway capacity by widening the corridor to four lanes with median left turn lanes. The design included utility relocations, pedestrian access facilities, traffic signal replacement, drainage system improvements, and streetscaping on the York Street, Welby Road, and Devonshire Boulevard corridor between 78th Avenue and 88th Avenue in Adams County.

30th Street Reconstruction | City of Boulder | City Project Manager*

Rod served as the City of Boulder Project Manager on this Local Public Agency project which widened 0.7 miles of arterial street along a developed urban corridor to add multi-use sidepaths, RRFB mid-block pedestrian crossings, on-street bike lanes, a new bridge with pedestrian/bicycle underpass, intersection improvements that included raised pedestrian crossings for right turn by-pass islands, utility undergrounding, and right-of-way/easement acquisition from 17 properties.

North Broadway | City of Boulder | City Project Manager*

Rod served as the City of Boulder Project Manager on this Local Public Agency project which added on-street bike lanes along 0.5 miles of developed arterial corridor in north Boulder. Physical constraints required creative solutions to meet project goals.

*Completed at previous employer

APRIL OSBORNE, EIT

Assistant Roadway Designer

1 Year of Experience | 1 Year with RockSol

Engineer-in-Training: Colorado

BS, Civil Engineering, University of Arkansas



April graduated from the University of Arkansas with a BS in Civil Engineering and a minor in Sustainability. Prior to joining RockSol, she interned as a construction inspector on highway projects ensuring that concrete mixes for everything, from ditches to bridge decks, agreed with

their respective plans and specifications. She also interned with an engineering consultant company and in doing so developed transportation design skills in AutoCAD and MicroStation. She currently assists the RockSol roadway design team with transportation projects, and in her time so far, she has been one of the key personnel in creating plans for a bikeway realignment project in Broomfield. April obtained a minor in Sustainability during her degree in Civil Engineering, where she researched pervious pavements and wrote her honor's thesis on the structural design guidelines for pervious concrete pavements.

US 36 Bikeway Realignment | City and County of Broomfield | Assistant Roadway Designer

April was the lead designer for the development of all geometric design elements, including 3D surface modeling, horizontal and vertical alignment optimization, and typical section design. She coordinated with subconsultants, such as survey and floodplain, and determined reset and removal quantities. She created 30%, 90%, and final design submittal packages.

York Street, 78th to 88th Avenue | Adams County | Assistant Roadway Designer

April drafted plans for the removal and reset of existing quantities and coordinated tabulations on this project which improved roadway capacity by widening the corridor to four lanes with median left turn lanes. The design included utility relocations, pedestrian access facilities, traffic signal replacement, drainage system improvements, and streetscaping on the York Street, Welby Road, and Devonshire Boulevard corridor between 78th Avenue and 88th Avenue in Adams County.

37th Street and 47th Avenue Widening | City of Evans | Assistant Roadway Designer

April reviewed tabulations for the removal of existing quantities prior to a milestone design submittal. The overall objective of the project is to improve roadway capacity, safety, mobility, pedestrian access facilities, drainage systems, and median/landscaping amenities between 35th and 65th Avenues. RockSol is providing professional engineering services including roadway design, geotechnical and environmental engineering services, traffic engineering, roadway drainage, and landscape design.

84th Ave & Pecos Street Intersection | Adams County | Assistant Roadway Designer

April drafted 2D linework for ADA compliant curb ramps and other pedestrian facilities for the intersection. The overall objective of this project was to improve pedestrian access facilities and address street deficiencies and drainage conveyance at the intersection. Project work included providing the conceptual design for street and signal improvements. Additional project work included drainage, curb ramp design, traffic engineering, and survey.

BRENDAN DANE, EIT

Assistant Roadway Designer

3 Years of Experience | 2 Years with RockSol

Engineer-in-Training: Colorado

BS, Mechanical Engineering, Colorado School of Mines



Brendan is a young and promising engineer. He has worked on numerous design projects, including two ADA ramp projects for CDOT and the Town of Berthoud. On the recent W. 160th and Huron Turn Lanes project, Brendan constructed the roadway model with horizontal and

vertical alignments, along with cross sections. Brendan also coordinated and attended meetings with Broomfield as the lead Engineer in Training on this project. Brendan understands the need for enhancing public safety while keeping costs in check.

W. 82nd Avenue/Leyden Road Intersection at Indiana Street | City of Arvada | Assistant Roadway Designer

Brendan provided design services for this project. He has taken the role of the lead Engineer-In-Training. He completed all drafting for the construction of this plan set in it's entirety. He has also been heavily involved in the design of this project with the help of the Project Manager.

84th Avenue and Pecos Street Intersection | Adams County | Assistant Roadway Designer

Brendan assisted with the SUE investigation, including contacting utility owners, and developed a drainage memo for the W. 84th Avenue and Pecos Street Intersection Improvements. The overall objective of this project was to improve pedestrian access facilities and address street deficiencies and drainage conveyance at the intersection. Project work included providing the design for street and signal improvements. Additional project work included drainage, curb ramp design, traffic engineering, and survey.

Smith and Sable Dedicated Right Turn Lane | City of Aurora | Assistant Roadway Designer

Brendan is leading the plan development and attending meetings with the City. He also coordinated with subconsultants for this project. This project will require the removal and replacement of existing curb, gutter and sidewalk, as well as a widening of the existing asphalt pavement for the right turn lane, construction of a new retaining wall along the new sidewalk, construction of storm sewer inlets and piping, signing, and pavement marking.

160th Avenue & Huron | City and County of Broomfield | Assistant Roadway Designer

Brendan was the lead designer and developed the geometric intersection design from City and County standards as well as the State Highway Access Code for this project which involved turn lane and overall intersection improvements at Huron and 160th Avenue. The purpose of this project was to alleviate traffic due to new commercial, residential, and oil and gas development in the surrounding area. Project work included SUE level mapping for underground utilities, boundary/topographic survey and basemapping, geotechnical and pavement design, erosion control plans, roadway design and project coordination.

ADA Curb Ramps Design Services | CDOT Region 4 | Assistant Roadway Designer

Brendan developed geometric design of ADA ramps on state highways throughout Boulder. He attended project design meetings and other meetings with CDOT Region 4. His work included calculating and tabulating project quantities, completing documentation of project records such as meeting minutes and progress reports, and coordinating with CDOT Region 4 staff members.

STEVE TUTTLE, PE, PTOE

Lead Traffic Engineer

25 Years of Experience | 15 Years with FT

Professional Engineer: Colorado

BS, Civil Engineering, University of Colorado



Steve Tuttle has over 25 years of experience across a broad range of public-sector and private projects in Colorado and is well known for his solutions-based approach developed from the varying perspectives of diverse stakeholders and understanding the intricacies of the data and operations.

Steve has received awards from ITE for his leading-edge work with the City of Boulder on Pedestrian Crossing Treatment Installation Guidelines. Steve has designed over 60 traffic signals, including RRFB pedestrian crossing installations. He is a graduate of the University of Colorado at Boulder and former US Air Force officer.

30th Street Multimodal Corridor Project | City of Boulder | Project Manager

Fox Tuttle performed traffic engineering services in support of the 30th Street reconstruction project. The project involved the reconstruction of a 0.6-mile multimodal arterial roadway adjacent to the 29th Street mall and dense commercial development to include on-street bicycle lanes and off-street sidewalk/path improvements.

As Fox Tuttle Project Manager and task lead, Steve provided a detailed traffic study for the project, including safety and operational analyses for existing and 20-year traffic conditions. Steve also provided traffic signal design plans for modifications at four existing signals, in addition to plans for two new enhanced mid-block pedestrian rectangular rapid flash beacon (RRFB) crossings.

Taft & 57th Pedestrian Analysis & Signal Mods | City of Loveland | Project Manager

Fox Tuttle provided multimodal design support and traffic signal modifications design to support a new multi-use path as part of regional trail improvements.

As Fox Tuttle Project Manager and traffic engineering task lead, Steve performed traffic analysis, provided multimodal design expertise, and designed traffic signal modifications in support of the new regional trail connection. The trail crosses diagonally through the intersection, which required geometric design and safety analysis, including evaluation of traffic signal phasing to accommodate bicycle and pedestrian movements to optimize the trail crossing efficiency and safety.

35th Avenue Corridor Design | City of Greeley | Project Manager

Fox Tuttle provided traffic engineering services in support of the widening and improvement of a 0.80-mile multimodal corridor, to include additional vehicular and bike lanes, traffic signals, a HAWK beacon crossing, and roundabouts.

As Fox Tuttle Project Manager, Steve oversaw the development of traffic analyses and intersection and mid-block signal designs, to include an emergency signal (for a fire station) and a midblock HAWK beacon crossing at a regional trail crossing. Steve also provided roundabout design and functional design services.

SH 119 & Airport Road Improvements | Boulder County | Project Manager

Fox Tuttle provided multimodal transportation engineering support for the SH 119 underpass project, which designed a grade separated crossing of the east SH 119 lanes. The underpass was constructed to link the transit stops on both sides of SH 119 as well as provide connectivity to the existing regional trail system between Longmont and Boulder.

As Fox Tuttle Project Manager, Steve provided transportation engineering and planning support for the underpass and path design and traffic signal design services to provide pedestrian signal accommodations at the west SH 119 / Airport Road intersection.

WESLEY DISMORE, PE

Transportation Engineer

6 Years of Experience | 1.5 Year with FT

Professional Engineer: Colorado

MS, Civil Engineering, University of Colorado

BS, Civil Engineering, Worcester Polytechnic Institute



Wesley is quickly developing a reputation as a collaborative problem solver in the Front Range transportation community. Wesley applies his technical skills and consensus-building abilities to a wide variety of projects, with a special focus on improving connectivity for all modes

and increasing safety for all users. Wesley has prepared traffic signal plans for corridor and intersection improvement projects throughout the Front Range. His experience in the public sector, working with city councils and planning commissions, has given him valuable insight about moving projects forward on time and under budget.

35th Avenue Corridor Design | City of Greeley | Task Manager

Fox Tuttle provided traffic engineering services in support of the widening and improvement of a 0.80-mile multimodal corridor, to include additional vehicular and bike lanes, traffic signals, a HAWK beacon crossing, and roundabouts.

As Fox Tuttle Task Manager, Wesley was the design lead for the development of a midblock pedestrian crossing utilizing a HAWK beacon to provide enhanced safety and comfort for pedestrians crossing a busy 4-lane arterial road. Wesley coordinated with general civil designers to develop traffic signal improvement plans, quantities, and cost estimates. The HAWK beacon will provide a valuable crossing along a major regional trail corridor.

Hover Street Corridor Traffic Signal Improvements | City of Longmont | Signal Design Task Manager

Fox Tuttle provided traffic engineering services in support of the redesign of Hover Street, a four- to six-lane road through central Longmont, to improve traffic flow and provide enhanced bike and pedestrian connectivity through the installation of an off-street path along the west side of the corridor.

As Fox Tuttle Task Manager for Signal Design, Wesley was the design lead for the development of traffic signal improvement plans for three intersections along the corridor. These intersections improvements involve modeling and evaluation of traffic operational performance, upgrades to traffic signal assets, coordination with multiple stakeholders including City staff and utility owners, and collaborative design with a multidisciplinary team of general civil engineers and specialists.

7th St and Walnut St Multimodal Improvements | City of Windsor | Multimodal Design Engineer

Fox Tuttle is providing traffic engineering and multimodal design support services for the reconceptualization and reconstruction of the 7th St corridor in Windsor, including developing a neighborhood bikeway along Walnut St and intersection improvements at four major intersections. The updated corridor will provide enhanced connections and pedestrian crossings for all modes including pedestrians, bicyclists, and transit users.

As a multimodal design support engineer, Wesley contributed to the development and analysis of alternatives for designing the corridor to be as comfortable as possible for all users. These alternatives included neighborhood bikeway features, roundabouts, off-street paths and sidepaths, and innovative intersection treatments including RRFBs. Fox Tuttle continues to support this project as the concept designs are advanced through the design and construction stages.

Quaker St RRFB/Pedestrian Improvements | City of Arvada | City Project Manager*

The City of Arvada designed and installed an RRFB crossing across the busy 4-lane Quaker St arterial to provide an enhanced pedestrian crossing for school children traveling to and from Westwoods Elementary School.

As City Project Manager, Wesley was responsible for developing and overseeing the project. Wesley managed the project from concept design to completion including coordinating with the design team, ensuring that plans and specifications were delivered in accordance with the Arvada Engineering Code of Standards and Specifications, and overseeing successful construction.

*Completed at previous employer

JENNIFER GOREK

Environmental Services Manager

21 Years of Experience | 5 Years with RockSol

BS, Range and Forest Management,
Colorado State University



Jennifer is highly skilled at studying and navigating the nuances of technical requirements and regulations to find practical and effective ways of achieving environmental compliance while maintaining and often improving schedules, budgets, and outcomes. She has

successfully managed the NEPA process for numerous transportation development projects, including the ROD 2 for the North I-25 EIS, alternative delivery projects including CMGC and Design-Build, as well as multiple Local Agency, FHWA, FEMA, and HUD categorical exclusions. She excels at managing the multiple environmental disciplines and staff members required to perform NEPA compliance and at coordinating with engineers to incorporate environmental requirements into plans and specifications. While with the Colorado Department of Transportation (CDOT), Jennifer also managed the Region 4 Water Quality Program, overseeing all aspects of water quality permitting and compliance and is a Certified Professional in Erosion and Sediment Control (CPESC). Jennifer has performed services for state, federal, and local government projects.

US 36 Bikeway Realignment | City and County of Broomfield | Environmental Services Manager

Jennifer managed the environmental permits and clearances for this 3,500-foot-long trail realignment between West Flatiron Crossing Drive and Interlocken Loop. The project was designed to US 36 Bikeway standards, providing a 12-foot-wide bikeway in place of the current 8-foot path and providing other improved safety criteria. The project required a CDOT access permit for improvements within the US 36 right-of-way. RockSol provided 404 permitting, T&E, paleontology, and archaeology clearances. The project required significant CDOT coordination and environmental clearance.

York Street, Phase II, 78th to 88th Avenues | Adams County | Environmental Services Manager

Jennifer oversaw the environmental permits and clearances for this project which improved roadway capacity by widening the corridor to four lanes with median left turn lanes. The design included utility relocations, pedestrian access facilities, traffic signal replacement, drainage system improvements, and streetscaping on the York Street, Welby Road, and Devonshire Boulevard corridor between 78th Avenue and 88th Avenue in Adams County.

US 287 at Isabelle Road Intersection Safety | Boulder County | Environmental Services Manager

Jennifer oversaw the environmental services for this CDOT local agency project to improve safety at the US 287 and Isabelle Road intersection. The project adds through lanes on Isabelle Road and includes substantial safety and mobility improvements to the intersection. RockSol provided all NEPA environmental clearances, permits, and CDOT coordination including on-site wetland mitigation plans; 404 permit; 4(f), 6(f), T&E, history, hazmat, noise and air clearances; and significant MS4 coordination.

Erie Parkway Bridge over Coal Creek | Town of Erie | Environmental Services Manager

Jennifer managed the environmental permits and clearances. Environmental issues encountered included wetlands and riparian area impacts, Preble's Meadow Jumping Mouse (PMJM) habitat, historic resources assessment, and Town of Erie Parks and Open Space coordination. The project was authorized by a US Army Corps of Engineers Nationwide 404 Permit 14.

Moraine Avenue Bridge Replacement | Town of Estes Park | Environmental Services Manager

The Town of Estes Park undertook the Moraine Avenue bridge replacement project after the 2013 flood to increase flow capacity. Design and construction were funded by a \$2 million CDB Grant for Disaster Recovery through DOLA. RockSol's environmental team, led by Jennifer, provided NEPA review and compliance of the design to previous Programmatic Environmental Assessment performed for the work including SHPO concurrence, CDOT coordination, T&E and wetland clearances, and stormwater permitting.

JOVONNA KIRKLING

Environmental Services

9 Years of Experience | 3 Year with RockSol

BS, Environmental Science, Robert Morris University



Jovonna has over 9 years of experience in environmental consulting and environmental compliance, specializing in wetland delineations, 404 impact assessments and permitting, wetland mitigation, SWMP design, rare and endangered plant surveys, restoration oversight,

Integrated Weed Management Plans (IWMP), post construction wetland and stream monitoring, and water quality sampling and monitoring. She is highly skilled at studying and navigating the nuances of technical requirements and regulations to find practical and effective ways of achieving environmental compliance. Jovonna is also proficient in Trimble Geo 7x Handheld GPS unit operation and data collection, ArcGIS Pro software, and AutoCAD Civil 3D software.

US 36 Bikeway Realignment | City and County of Broomfield | Environmental Specialist

Jovonna designed the Stormwater Management Plan, completed the wetland delineation survey, and obtained environmental permits and clearances for this 3,500-foot-long trail realignment between West Flatiron Crossing Drive and Interlocken Loop. The project was designed to US 36 Bikeway standards, providing a 12-foot-wide bikeway in place of the current 8-foot path and providing other improved safety criteria. The project required a CDOT access permit for improvements within the US 36 right-of-way. RockSol provided 404 permitting, T&E, paleontology, and archaeology clearances. The project required and significant CDOT coordination and environmental clearance.

York Street, Phase II, 78th to 88th Avenues | Adams County | Environmental Specialist

Jovonna designed the Stormwater Management Plan, completed the wetland delineation survey, wetland delineation report, and the pre-construction notification letter to obtain a Nationwide Permit (NWP) authorization for Section 404 permitting compliance. The project improved roadway capacity by widening the corridor to four lanes with median left turn lanes. The design included utility relocations, pedestrian access facilities, traffic signal replacement, drainage system improvements, and streetscaping on the York Street, Welby Road, and Devonshire Boulevard corridor between 78th Avenue and 88th Avenue in Adams County.

US 287 at Isabelle Road Intersection Safety | Boulder County | Environmental Specialist

Jovonna completed the wetland delineation survey, Aquatic Resources Report, FACWet Analysis and Report, Noxious Weed Survey, and Pre-Construction Notification Letter for Section 404 Permitting compliance. She also assisted the Environmental Services Manager with mitigation plans and requirements for this CDOT local agency project to improve safety at the US 287 and Isabelle Road intersection. The project adds through lanes on Isabelle Road and includes substantial safety and mobility improvements to the intersection. RockSol provided all NEPA environmental clearances, permits, and CDOT coordination including on-site wetland mitigation plans; 404 permit; 4(f), 6(f), T&E, history, hazmat, noise and air clearances; and significant MS4 coordination.

160th Avenue & Huron | City and County of Broomfield | Environmental Specialist

Jovonna designed the Stormwater Management Plan, conducted the wetland delineation survey, and completed a no-effect waters of the U.S. clearance memo for this project which designed turn lane and overall intersection improvements at Huron and 160th Avenue. The purpose of this project was to alleviate traffic due to new commercial, residential, and oil and gas development in the surrounding area. Project work included SUE level mapping for underground utilities, boundary/topographic survey and basemapping, geotechnical and pavement design, erosion control plans, roadway design and project coordination. A traffic study review was also requested by the City and County of Broomfield.

**Completed at previous employer*

KRISTEN GENSMER

Archaeologist

12 Years of Experience | 6 Years with Centennial

MA, Anthropology/Archaeology,
Colorado State University



Kristin Gensmer is a historical archaeologist who has professional experience performing historic and archaeological investigations for government, highway, mining, wind energy, well field, seismic, utility, pipeline, and disaster recovery projects. In addition to working for

Centennial Archaeology LLC, Ms. Gensmer has held field, laboratory, teaching, and supervisory positions at the Federal Emergency Management Agency (FEMA), the U.S. Forest Service, and Colorado State University. Her expertise includes prehistoric and historic site survey and excavation, architectural survey and documentation, construction monitoring, BLM and OAHP Level II and III documentation, HABS/HAER documentation, and archival research. She has authored or co-authored over 65 technical reports.

Trail Construction

- Rocky Mountain National Park Trails Archaeological Inventory | National Park Service | Boulder, Larimer, and Grand Counties | Laboratory Director
- Ute Pass Trail – Historical Inventory | Colorado Department of Transportation (CDOT) | El Paso County | Principal Investigator – Historical Director
- Elizabeth Trail System – Historical Inventory | CDOT | Elbert County | Historical Director
- Toll Gate Creek Trail – Class III Inventory | CDOT | Arapahoe County | Historical Archaeologist
- Fossil Creek Trail – Archaeological Monitoring | City of Fort Collins | Larimer County | Project Director

Roadway Reconstruction and Expansion

- Lower SH 7 – Raymond to Lyons Roadway Reconstruction Class III Inventory | CDOT | Boulder County | Principal Investigator – Project Director
- US Highway 34 Roadway Reconstruction Class III Inventory | CDOT | Larimer County | Principal Investigator
- Upper SH 7 – Estes Park to Raymond Roadway Reconstruction Class III Inventory | CDOT | Boulder and Larimer Counties | Historical Director – Historian
- Permanent Repairs to James Canyon Road – Class III Inventory | Boulder County Collaborative – City of Longmont | Boulder County | Principal Investigator

Local Agency/Federal Aid

- Tamarack Ranch State Wildlife Area Class III Inventory, Shovel Testing, and Archaeological Monitoring | Colorado Parks and Wildlife and Federal Emergency Management Agency (FEMA) | Logan County | Principal Investigator
- Heil Ranch Class III Inventories | Boulder County Parks and Open Space – National Park Service Grant | Boulder County | Project Archaeologist
- Local Access Roads and Bridges | Boulder County Collaborative – City of Longmont | Boulder County | Principal Investigator
- Colorado Floods and Land Slides DR-CO-4145 | FEMA | Larimer, Weld, Morgan, Boulder, Douglas, Jefferson, and El Paso Counties | Lead Historic Preservation Specialist*

*Completed at previous employer

DON HUNT, PE

Lead Geotechnical Engineer

31 Years of Experience | 11 Years with RockSol

Professional Engineer: Colorado

BS, Civil Engineering, University of Colorado at Denver

BS, Chemistry, Rocky Mountain College



Don is a licensed professional engineer with over 30 years of geotechnical engineering experience. His diverse background includes providing field, laboratory and technical evaluation for various public and private sector geotechnical engineering projects in Colorado, Wyoming, Montana,

and Utah. As Senior Geotechnical Engineer, Don has participated in all phases of geotechnical investigations, from fieldwork through report completion, and has reviewed reports prepared by junior staff for accuracy, quality, and consistency with company practice and standards. He has supervised materials testing technicians on a variety of projects, and also has seven years of experience in construction materials testing for public, commercial, and industrial projects. He has participated in geotechnical evaluations for design and construction of a variety of roadways, bridges, and retaining wall structures in Colorado, with much of his work within the Denver Metropolitan area.

US 36 Bikeway Realignment | City and County of Broomfield | Lead Roadway Designer

Don led the geotechnical investigation for this project which involves the design and preparation of the construction documents for the Frank Varra Park – US 36 Bikeway Realignment between West Flatiron Crossing Drive and Interlocken Loop. Overall project work includes mapping for utility coordination, boundary/topographic survey and base mapping, flood study report and application, erosion control plans, bikeway design, and project coordination.

York Street, Phase II, 78th to 88th Avenues | Adams County | Senior Geotechnical Engineer

Don was responsible for the geotechnical engineering services RockSol performed on this project including overseeing the drilling for the subsurface investigation, assigning the laboratory program, and providing the geotechnical design parameters and recommendations in a report format. Don also coordinated with the project design team to help with any design modifications or challenges.

I-76 and US 85 Interchange Reconstruction | CDOT Region 1 | Senior Geotechnical Engineer

Don oversaw drilling and sampling for the geotechnical recommendations report for various phases of this interchange reconstruction project. He also provided testing services for roadway embankment and bridge construction. The project improved the geometry of the westbound I-76 curve where the interstate joins southbound US 85. Work involved constructing detour pavement adjacent to the inside lanes of I-76 as well as along the east side of US 85. The reconstruction of the intersection aimed to upgrade the transition to current design standards in order to improve overall safety and traffic flow.

I-25 North Express Lanes | CDOT Region 4 | Senior Geotechnical Engineer

Don was responsible for the geotechnical engineering services RockSol performed on this project including overseeing the drilling of over 70 boreholes for the subsurface investigation, assigning the laboratory program, and providing the foundation recommendations for seven bridges and pavement thickness recommendations for the interstate and roadways within the project area. Don also coordinated with the project design team to help with any design modifications or challenges to assist in the successful completion of the project.

RYAN LEPRO, PG (COLORADO)

Engineering Geologist

19 Years of Experience | 12 Years with RockSol

BS, Geological Engineering, emphasis in
Geotechnical and Groundwater Engineering,
Colorado School of Mines



Ryan's project experience includes performing geotechnical, geological, and geophysical site investigations for various projects throughout Colorado. Ryan has participated in all phases of the investigations from field exploration through report completion. His

project experience includes slope stability analyses, soil nail wall design, mine subsidence analyses, seismic site class analyses through refraction microtremor testing, pavement thickness design recommendations, and foundation design recommendations for public roadways, structures, and infrastructure projects. Since joining RockSol in 2009, Ryan has been working on transportation and transit projects supporting a wide range of transportation modes.

York Street, Phase II, 78th to 88th Avenues | Adams County | Engineering Geologist

RockSol provided design and project management services for this project which improved roadway capacity by widening the corridor to four lanes with median left turn lanes. The design included utility relocations, pedestrian access facilities, traffic signal replacement, drainage system improvements, and streetscaping on the York Street, Welby Road, and Devonshire Boulevard corridor between 78th Avenue and 88th Avenue in Adams County. RockSol developed design alternatives for alignments, and generated the final design for the intersection configuration, utility relocations, typical sections, roadway transitions, 404 permitting, hazardous material clearance, erosion control plans, landscaping, structure widenings and replacements, with minimum impact on right-of-way and adjacent properties.

Table Mesa & Tantra Drive Park-n-Ride | RTD | Engineering Geologist

This RTD project involved improvements to the existing Park-n-Ride at Table Mesa and Tantra Drive. The project aimed to repave and add site lighting to the existing Park-n-Ride in order to maintain the existing infrastructure and enhance safety. RockSol conducted the geotechnical evaluation of the site. Ryan assisted with the development of the borehole drilling program, field marking the boreholes, scheduling and meeting with the utility locators, logging the boreholes, preparing a laboratory testing program, and preparing the geotechnical investigation.

37th Avenue Widening | City of Evans | Engineering Geologist

RockSol is providing engineering services for 37th Street and 47th Avenue for the City of Evans. The overall objective of this project is to improve roadway capacity, safety, mobility, pedestrian access facilities, drainage systems, and median/landscaping amenities between 35th and 65th Avenues. RockSol is providing roadway design, geotechnical and environmental engineering services, traffic engineering, roadway drainage, and landscape design.

TRAVIS MILLER, PE**Utilities Manager****28 Years of Experience | <1 Year with RockSol****Professional Engineer: Colorado****BS, Civil Engineering, Colorado State University**

Travis joined RockSol after a long and successful career at CDOT, where he most recently served as a Professional Engineer II. He brings over 28 years of experience in transportation engineering, the last 12 of which he has been responsible for all aspects of the design process, including

utilities, on over 25 projects. Travis is very familiar with the Subsurface Utility Engineering requirements and procedures and does an excellent job coordinating, facilitating, and streamlining the utility processes.

62nd Avenue Improvements | Adams County | Subsurface Utility Manager

Travis is providing subsurface utility engineering services on this project to improve roadway safety, system functionality, mobility, connectivity for pedestrian access facilities, and drainage systems. The project also will provide capacity to serve growth and economic development; improve quality of existing infrastructure; reduce long-term operation cost; and reflect the Transportation and Comprehensive Plan and Making Connections/SW Adams County Planning and Implementation Plan on 62nd Avenue between Pecos Street and Washington Street.

CDOT Professional Engineer II*

Travis was responsible for all design and construction projects in Cheyenne, Elbert, Kit Carson, & Lincoln counties for CDOT. He oversaw the schedule and budgets for all projects out of the Limon residency. He managed the Limon residency and the nine individuals assigned to the unit. He represent CDOT at public meetings around the Limon residency office.

CDOT Professional Engineer I*

Travis served as a project engineer on seven roadway construction projects. Two of these projects were emergency sinkhole projects at Vail Pass and Eisenhower/Johnson Tunnel. He created task orders for staffing construction projects with material testers and inspectors. He served as the in field designer, mediator, administrator, and supervisor on the Eisenhower/Johnson Tunnel Emergency Project. Travis utilized all CDOT's specialty units from hydraulics, environmental, EEO, maintenance, tunnel, materials, geotechnical, traffic and the office of public relations to administer construction projects. He was the Project Designer for Highway 40, Kit Carson to Cheyenne Wells (Reassigned to Vail Pass Emergency Project).

CDOT Engineer-In-Training III*

Travis served as the project engineer on four roadway construction projects. He developed the roadway vertical profiles for construction projects. He managed and coordinated oversight of inspection and testing manpower with CDOT and consulting personnel. He developed and authorized contract modifications to provide appropriate design requirements for existing field conditions.

CDOT Engineer-In-Training II*

In this role, Travis reviewed and checked construction design plans. He was responsible for coordination of construction factors into the design of transportation projects in accordance with applicable engineering principles and design guidelines. His design experience included field land surveying and extrapolation and interpretation of this survey data. He served as the project engineer on two roadway construction projects.

**Completed at previous employer*

JESSERI JENSEN, EIT

Assistant Utility Engineer and Drainage Engineer

2 Years of Experience | 2 Years with RockSol

Engineer-in-Training: Colorado

BS, Civil Engineering, Colorado State University



Jesseri is a superb engineer-in-training and has been a great addition to RockSol's transportation design team. In her time since joining the firm, she has been taking initiative to solve design and construction issues through alternatives analysis, development of culvert and

storm sewer design, field investigations, researching agency regulations, and performing hydraulic calculations. She also has experience developing storm sewer plan and profile sheets, irrigation lateral plan and profile sheets, and irrigation ditch plans.

US 36 Bikeway Realignment | City and County of Broomfield | Lead Roadway Designer

Jesseri provided design services for this project which involves the design and preparation of the construction documents for the Frank Varra Park – US 36 Bikeway Realignment between West Flatiron Crossing Drive and Interlocken Loop. Overall project work includes mapping for utility coordination, boundary/topographic survey and base mapping, flood study report and application, erosion control plans, bikeway design, and project coordination.

62nd Avenue Improvements | Adams County | Subsurface Utility Manager

Jesseri is providing subsurface utility engineering services on this project to improve roadway safety, system functionality, mobility, connectivity for pedestrian access facilities, and drainage system. The project also will provide capacity to serve growth and economic development; improve quality of existing infrastructure; reduce long-term operation cost; and reflect the Transportation and Comprehensive Plan and Making Connections/SW Adams County Planning and Implementation Plan on 62nd Avenue between Pecos Street and Washington Street.

York Street, 78th to 88th Avenue | Adams County | Assistant Roadway Designer & Drainage Designer

Jesseri drafted plan and profile sheets for a storm sewer pipe network, conducted a hydraulic analysis on open channel flow to cross-check the water velocities and hydraulic grade line for the Colorado Agricultural Ditch and Lower Creek Canal, and realigned a lateral irrigation pipeline.

160th Avenue and Huron Street | City and County of Broomfield | Assistant Drainage Designer

Jesseri created a drainage report and drafted plan and profile sheets for a storm sewer pipe network. The drainage report included delineated basins, hydrologic analysis of basins using the rational method, hydraulic analysis of culverts using Federal Highway Administration's HY-8 software, and application of City of Broomfield's Stormwater Standards and Specifications, Urban Drainage and Flood Control District's Criteria Manual, and Colorado Department of Transportation's Drainage Design Manual.

CDOT Region 4 Hydraulics Internship | Assistant Roadway Designer*

During this summer internship, Jesseri created hydrologic and hydraulic models using SMS, WMS, TR-55 and HEC-HMS softwares for 4 resurfacing and 3 scour mitigation projects to assess and regulate stormwater FEMA-identified flood zones. She cross referenced standards from HEC-18 and HEC-23 manuals to assess scour analysis and calculations and quality checked more than 4 HEC-RAS models to provide comments and recommendations for consultants. She computed scour calculations and developed an SRH-2D model and simulation to confirm D50 rock sizes and examined RFC packets and revised drainage plans for the I-25 design-build project from Johnstown to Fort Collins. She also collaborated with another intern to construct a guide bank in SMS for a bridge on US 385 in Julesburg, which saved approximately \$500,000.

*Completed at previous employer

MARTIN MERKLINGER, PE

Lead Bridge Engineer

30+ Years of Experience | 14 Years with RockSol
Professional Engineer: Colorado, California, Alaska,
Texas, Wyoming, Nevada, Utah
BS, Civil Engineering, Colorado State University



Martin is a licensed professional engineer with over 30 years of experience in structural and civil engineering. He is responsible for managing the consultant team and for developing the conceptual, preliminary, and final design of structures, including post-tensioned concrete box girder

bridges, prestressed girder bridges, steel girder bridges, bridge widenings, spread footings, pile foundations, and drilled shaft foundations. Martin is experienced in construction engineering, providing structural advisor assistance on-site, reviewing shop-drawing submittals, and preparing responses to requests. He is quite knowledgeable in the preparation of plans and specifications to meet the specific requirements of federal, state and local government agencies, including Adams County, Bureau of Reclamation, Colorado Department of Transportation (CDOT), and others.

Riverdale Road at Todd Creek Bridge Replacement | Adams County | Project Manager and Lead Bridge Engineer

Martin managed the bridge rehabilitation project for Adams County. As lead bridge engineer, he directed and was responsible for the superstructure rehabilitation, substructure rehabilitation, scour critical evaluation, directed plans preparation, and prepared specifications and cost estimates.

96th Avenue over Bijou Creek Bridge Rehabilitation | Adams County | Project Manager and Lead Bridge Engineer

Martin managed the bridge rehabilitation project for Adams County. As lead bridge engineer, he directed and was responsible for the superstructure rehabilitation, substructure rehabilitation, scour critical evaluation, directed plans preparation, and prepared specifications and cost estimates.

York Street, Phase II, 78th to 88th Avenues | Adams County | Lead Bridge Engineer

Martin provided structural design services for this project which improved roadway capacity, widened to four lanes with median left turn lane on York Street, Welby Road, and Devonshire Boulevard between 78th Avenue and 88th Avenue in Adams County.

North Metro Corridor Design Review | RTD | Bridge Engineer

Martin assisted RTD North Metro staff with review of submittals. He conducted 123 plan reviews for bridges, retaining walls, canopies and other structures. The reviews included comparing the submittal content with the contract requirements, entering the review comments into the QMO system, participation in comment resolution meetings, and verifying incorporation of the comments in the subsequent submittals.

Erie Parkway over Coal Creek Bridge Replacement | Town of Erie | Lead Bridge Engineer

Martin conducted the preliminary bridge design, including inter-discipline coordination with hydraulics and road profile, and prepared the Structure Selection Report. He was responsible for the bridge design, plans, and bridge specifications.

AUSTIN DADA, PE

Bridge Engineer

9 Years of Experience | 2 Years with RockSol

Professional Engineer: Colorado, Texas, Alabama, Georgia

MS, Structural Engineering, University of Alabama at Birmingham



Austin has designed bridges and retaining walls for transportation projects, in addition to his multidisciplinary experience in the building and utility industry designing concrete, masonry, steel, and fiber-reinforced polymer structures. He has completed finite element analysis of fiber-

reinforced polymer structures, concrete foundation design, and steel design, providing support to projects. He designed 21 retaining walls on the I-25 South Gap Package 2 project for the Colorado Department of Transportation (CDOT) Regions 1 and 2. He also designed bridge substructure and foundations for the I-25 South Gap Package 3 project and has designed box culverts using LRFD methodology for the York Street project in Adams County. He is certified in both NBIS to perform bridge inspections and OSHA Confined Space Entry.

York Street, Phase II, 78th to 88th Avenues | Adams County | Structural Engineer

Austin provided structural engineering services this project which improved roadway capacity on York Street, Welby Road, and Devonshire Boulevard between 78th Avenue and 88th Avenue in Adams County. Austin conducted design of the precast concrete box culverts.

Load Rating - 50 Bridges | CDOT Staff Bridge | Structural Engineer

Austin conducted load ratings for structural steel welded plate girder bridges on this CDOT managed project involved the load rating of bridges on the state highway system. Priority bridges are along Interstate highways. As subconsultant to Jacobs Engineering Group, RockSol conducted bridge load ratings. The primary list included 50 bridges, mostly structural steel bridges. Deliverables for each bridge included a load rating package consisting of BrR model electronic file, Rating Summary sheet, deck rating electronic file, and supporting calculations. RockSol provided structural engineering services for this project.

I-25 South Gap, Monument to Castle Rock | CDOT Regions 1 & 2 | Structural Engineer

Austin provided structural design services for the Package 2 retaining walls on the South I-25 Express Lanes, Monument to Castle Rock Project in Douglas and El Paso County, Colorado. This \$350M project will add one new lane in each direction while utilizing as much of the existing interstate pavement structure as possible. In addition to new lane configurations and profile grade changes, new bridge and wall structures were required throughout this project.

I-25 North Express Lanes, SH 60 Bridges over I-25 | CDOT Region 4 | Structural Engineer

Austin is responsible for the design of the superstructures for the parallel SH 60 bridges over I-25.

KAYCE KEANE, PLS

Lead Surveyor

17 Years of Experience | 5 Years with Boulder Land

Professional Land Surveyor: Colorado, Wyoming,
North Carolina

MS, Geographic Information Science



Kayce, Director of Surveys, has over 17 years of practical field and office experience as a survey professional and acts as our land surveying technical expert. Her experience includes extensive CAD operations and all aspects of land surveying field work, including GPS and GIS technology. Her

attention to detail, and pursuit of high quality project data, makes her a valuable asset. Kayce will be the Project Manager for BLC and run the project on a day to day basis. She'll perform the majority of the office work including, research, drafting, calculations, and geospatial data manipulation. She'll also be performing field work; searching for monumentation, topographic surveys, bathymetric surveying, surveying cross-sections/profiles for hydraulic analysis and design and construction staking. Additionally she'll be working directly with Jason to ensure that the project is on course on all fronts.

Projects

- US 36 Bikeway Realignment | City and County of Broomfield | Survey Manager
- SH 88 Belleview University/I-25 Survey | CDOT Region 1 | Denver, CO | Survey Task Leader
- On-Call Survey Services | Urban Drainage & Flood Control | Denver CO | Project Manager
- Horsetooth & College Improvements Survey and ROW | Fort Collins, CO | Survey Manager
- Brighton Boulevard, 44th Avenue to Race Court | Denver, CO | Survey Manager
- 47th & York Bridge | City and County of Denver, CO | Survey Manager
- I-15 Lehi Tech Corridor Design Build | Utah Department of Transportation | Lehi, UT | Survey Task Manager
- South Maryland Creek Ranch Survey | Palisade Partners | Breckenridge, CO | Survey Manager
- Lefthand Canyon QL1 LiDAR and Photogrammetric Mapping Survey | AECOM | Boulder County, CO | Project Manager
- 6th Avenue Pedestrian Bridge Survey | CDOT Region 1 | Aurora, CO | Survey Task Leader
- US85/C-470 Interchange Reconstruction | Douglas County Public Works | Douglas County, CO | Survey Task Leader
- Globeville Boundary Survey | BNSF, Denver, CO | Survey Manager
- I-25 & Happy Canyon Improvements Survey | Douglas County Public Works | Douglas County, CO | Survey Task Leader
- Tampa Condensate Expansion Survey | Plains All American Pipeline | Weld County, CO | Survey Task Leader

JOHN DOTY

Right-of-Way Program Manager

15 Years of Experience | 15 Years with Western States

BA, Mesa State College



John is an experienced consultant specializing in complex right-of-way acquisitions, project management and relocation. Throughout his 15 years of experience, John has successfully acquired millions of dollars in right-of-way for transportation and

utility projects. His goal is to help clients create and implement acquisition policies and strategies that meet statutory requirements while maintaining the standards they have set for themselves.

North College Improvements Project | City of Fort Collins | Project Manager/Acquisition Agent

The City of Fort Collins designed improvements to North College that would improve traffic flow and safety. A pedestrian bridge was added to accommodate increased pedestrian traffic across an irrigation ditch.

John worked with the City to acquire easements from 10 landowners, one of which was CDOT. Another parcel had an unknown ownership that required a condemnation by publication process. All parcels were acquired on time and under budget.

I-25 Express Lanes | CDOT Region 4 | Project Manager/Acquisition Agent

CDOT is adding an express lane and interchange improvements to portions of I-25 from Thornton to Fort Collins. This is a multi-phase project that requires some relocation.

John worked with Region 4 to acquire more than 30 parcels so far. The initial phase just north of Thornton received ROW clearance and has been constructed, the northern phase is under construction now, and he is currently acquiring ROW between Johnstown and Berthoud now. John has assisted with minor personal property relocation and the acquisition of a billboard.

Superior Trail: BRT to Davidson Mesa | Town of Superior | Project Manager/ Acquisition Agent

The Town of Superior designed a segment of trail to connect existing McCaslin BRT to Davidson Mesa Underpass Project. The project helped get pedestrians to the McCaslin BRT station.

John worked with the Town to acquire a trail easement from a commercial developer located in California. The project received Federal Funding so he ensured that the acquisition complied with the Uniform Act and successfully obtained ROW clearance from CDOT Region 4.

Golden Lane Road Bridge Replacement | El Paso County | Project Manager/Acquisition Agent

El Paso County needed to replace and improve the failing bridge over Golden Lane Road.

John worked with El Paso County to acquire four easements and coordinate access for landowners during construction. This project received federal aid, and he was able to obtain ROW clearance from CDOT Region 2 on time and under budget.

Park Avenue (SH9) and Four O'clock Road Roundabout | Town of Breckenridge | Project Manager/ Acquisition Agent

The Town of Breckenridge hired JUB Engineers to design a roundabout at the intersection of SH 9 and Four O'clock Road to improve traffic flow. This required complex acquisitions from commercial properties with high property values.

John worked with the Town of Breckenridge and CDOT Region 3 to acquire easements from five commercial landowners in the heart of Town. Coordinated appraisals and negotiated between the Town, landowners and CDOT to reach settlements while maintaining compliance with Federal Regulations. Completed acquisitions on time and within the budget.

MITCH HAUFF

Right-of-Way Agent

6 Years of Experience | 6 Years with Western States

BS, Finance, Colorado State University



Mitch is a dedicated and experienced CDOT certified right-of-way acquisition agent who excels in providing high quality customer service to all. Mitch is able to meet deadlines and has completed over 30 different projects anywhere from transportation, natural gas transmission, electrical

substations, and trails. His goal is to provide innovative solutions to clients and deliver their right-of-way needs in a respectful manner that abides by statutory requirements and related standards.

Fish Creek Underpass Trail | City of Steamboat Springs (Federal Aid) | Right-of-Way Agent

In 2017, Mitch Hauff assisted the City of Steamboat Springs and Drexel Barrell in acquiring 2 permanent easements and 2 temporary easements adjacent to US HWY 40 for a sidewalk. This Project expanded the City's core trail system and provided safety for pedestrians since the only alternative was a worn down path next to a bridge or the very busy HWY 40 itself. This project presented challenging acquisitions due to the odd nature of the ownerships. One of the properties involved three layers of ownership, an owner, a leasee and tenant or sub-leasee, and the other parcel was owned by a party who lived in Australia. Mitch Hauff was able to successfully negotiate acquisitions for both parcels and received right-of-way clearance from Region 3 for the Town of Steamboat. Construction is now complete.

US 36 FLAP Estes Park Couplets | CDOT Region 4 | Right-of-Way Agent

From 2018 to 2019 Mitch Hauff managed and acquired 7 full take parcels from 6 ownerships to rehabilitate and reconstruct roadways in the Town of Estes Park as a part of the US 36 FLAP Estes Park Couplets Project. CDOT and FHWA were the lead agencies on this project which required extensive coordination with the Town of Estes Park to re-align Riverside Drive in Estes Park to help downtown traffic flows during the busy tourist months. This project was very political and relocations of businesses, income property and primary housing were required on all 7 parcels. The acquisitions and relocations have been completed and the buildings have just been demoed.

CDOT Hwy Improvements Project on SH 14 in Sterling | CDOT Region 4 | Right-of-Way Agent

In 2018 Mitch worked as acquisition agent for CDOT to acquire right-of-way interests from 14 separate parcels along Hwy 14 in Sterling. This project improved traffic flow through downtown Sterling by realigning the highway. The project required total take acquisitions of several residential properties but the majority of our acquisitions were from businesses located along Hwy 14, which is Main Street in Sterling. Some of the businesses were local small businesses such as banks, insurance agencies and restaurants while others were franchises that required cooperation with corporate entities from other states. Ultimately all of our acquisitions were completed on time and under our established budget and construction of this project is almost complete.

PRLA Fish Creek Road – Project ER-C060-077 | Larimer County (and On Behalf of the Town of Estes Park) | Right-of-Way Agent

For this project Mitch acted as a primary acquisition agent to assist in acquiring a variety of temporary, permanent and fee parcels from 52 ownerships. The project goal was to rebuild and fortify the existing roadway, trail way and utilities which sustained substantial damage by the Flooding Event of 2013. There were no condemnations and significant coordination was required with Larimer County, the lead agency, and the Town of Estes Park. One property required obtaining the cooperation of 14 individual ownerships to reconstitute a Home Owners Association which had become defunct and right-of-way from this entity was crucial to completion of the project.

STEPHANIE BLOCHOWIAK, AICP

Public Involvement Specialist

17 Years of Experience | <1 Year with RockSol

MS, Conservation & Natural Resources, Colorado State University

BS, Biological Sciences, Oklahoma State University



Stephanie joined RockSol after 5 years with City of Fort Collins Community Planning and Development Services. While there she served as a Senior Planner working on a variety of development review, planning, and policy projects with regular public involvement. She is experienced in

navigating environmental regulations, facilitating groups, organizing public input, communicating amid controversy, and presenting to Boards and Commissions. Stephanie is results-oriented and known for her positive attitude, proactive communication style, and ability to present complex and/or technical topics to a variety of audiences.

62nd Avenue Improvements | Adams County | Public Involvement Lead

Stephanie is currently leading the public involvement effort for this industrial corridor 1.5-mile roadway widening and reconstruction design project. She has been meeting one-on-one with 36 property owners, managing public meetings and virtual engagement tools, as well as compiling public comments and responses.

SH 52 Planning and Environmental Linkages (PEL) | CDOT Region 4 | Environmental Specialist

Stephanie performed desktop review and GIS data compilation of resources along this 42-mile study area spanning two counties and six municipalities. She reviewed: vegetation types; non-historic 4(f) resources – the existing and planned public parks, open spaces and wildlife refuges; 6(f) resources – the public lands purchased or enhanced using Land and Water Conservation Fund grants.

Infrastructure Improvements for Old Town | Town of Erie | Environmental Planning Services

Stephanie compiled grant opportunities and other potential financing mechanisms to fund desired downtown enhancements related to stormwater, water quality, lighting and landscape elements, such as pervious pavers, street trees and other low impact development features.

Harmony Gateway and Corridor Plan Update | City of Fort Collins | Senior Environmental Planner*

Stephanie completed public outreach for the comprehensive plan update of a high-profile community area having high ecological value. She gathered input and described to the public the environmental protection options available within legal constraints at the site, including those for heron rookeries, permitting impacts to jurisdictional wetlands, processes for changing floodways, and water augmentation rules for exposed groundwater.

*Completed at previous employer

ALEX DEWITT, EIT

Construction Inspector

5 Years of Experience | 4 Years with RockSol

BS, Mechanical Engineering Technology, Oklahoma State University



Alexis a talented engineer in transportation construction whose broad experience with inspection and testing services as well as oversight on federal documentation for municipalities has given him a unique and broad perspective. In addition, he can communicate well

with contractors and team members. He has experience in the inspection of concrete, asphalt paving, construction traffic control, erosion control, earthwork, as well as experience with materials testing including flatwork and structural concrete, asphalt paving, subgrade, and base course construction. Alex is a skilled inspector and tester with a broad knowledge of project documentation having provided services to various agencies along the front range. He is an asset to any project team.

Wadsworth Boulevard Turn Lanes, 68th to 74th | City of Arvada | Construction Oversight

Alex provided construction oversight services on this project assisting the City with documentation for a state and city funded project. Alex prepared weekly meeting agendas, meeting minutes and prepared drafts of change orders. He managed the materials and pay item documentation and assured that documents for the CDOT Local Agency project were acquired in a timely manner. This project consists of constructing new turn lanes and acceleration lanes along Wadsworth Boulevard. The project replaced a section of storm sewer pipe, reconstructed sidewalks, curb, gutter and curb ramps, and constructed a soil nail retaining wall. RockSol is providing construction oversight services for this project.

Ralston Road, Upham Street to Yukon Street | City of Arvada | Construction Oversight

Alex is providing owner oversight and documentation for this CDOT and city funded project, including pre-project setup, project documentation, and final closeout. Alex prepares weekly meeting agendas, meeting minutes and drafts of change orders. He manages the materials and pay item documentation and assures that documents for this CDOT oversight project are acquired in a timely manner. This project for the City of Arvada reconstructs Ralston Road between Upham Street and Yukon Street. Project work consists of excavation, HMA, street scape improvements, grading, storm sewer, erosion control, traffic control, and installing a new traffic signal. RockSol is providing construction oversight services for this project.

160th and Huron | City and County of Broomfield | Construction Materials Testing Technician

Alex provided materials testing services and documentation on this project which constructed turn lanes and provided overall intersection improvements at Huron and 160th Avenue to alleviate traffic due to new commercial, residential, and oil and gas development in the surrounding area. RockSol provided design and materials testing services for this project.

Superior Trail, McCaslin BRT to Davidson Mesa Underpass | Town of Superior | Construction Inspector and Material Testing Technician

Alex performed CDOT Local Agency documentation, inspection, and quality assurance materials testing services on this federal and town funded project which constructed a trail running along the north side of SH 170 from the RTD Superior Park-n-Ride west to the underpass that connects to the US 36 bike path. Other project elements included a grouted rock retaining wall, ABC (CI 6), concrete integral curb, and guard rail. RockSol provided construction management and materials testing support services for this project.

ADA Curb Ramps | CDOT Region 4 | Construction Inspector and Materials Testing Technician

Alex performed inspection services and materials testing on this project on behalf of CDOT, including measuring ramp slopes pre- and post-removal and preparing all payment documentation and materials documentation. The project was part of RockSol's Non Project Specific contract for CDOT Region 4 to implement their ADA Transition project. Project work involved correcting concrete curb ramps throughout Greeley along US 34 and US 85 to make them ADA compliant. RockSol provided construction management, inspection, and materials testing services for this project.

Project Experience

RockSol and our subconsultants have experience providing services with similar scopes of work that are included in this project. The pages which follow detail a representative selection of project experience. Resumes included in the previous pages outline other projects our staff members have worked on as well.

Alkire Street Features	Projects				
	York Street	Thornton Trails	US 36 Bikeway	37th Street	30th Street
Trail/Multi-Use Path	✓	✓	✓	✓	✓
Environmental Clearance	✓	✓	✓	✓	✓
Hydraulic design	✓	✓	✓	✓	✓
Utility coordination and conflict resolution	✓	✓	✓	✓	✓
ADA design	✓	✓	✓	✓	✓
Structure design	✓		✓	✓	
RRFB signal design					✓
Right-of-Way	✓			✓	✓
Geotechnical investigation	✓	✓	✓	✓	
CDOT Oversight			✓	✓	✓



New Trail Tie-in

US 36 BIKEWAY REALIGNMENT

Designed: 2019-2020

Construction: Begins October 2020

City and County of Broomfield | Ed Thompson | CIP Project Manager
303.438.6205 | ethompson@broomfield.org

Design Cost: \$183,165

Low Bid: \$1,139,292 / Average Bid: \$1,379,000

Engineer's Estimate: \$1,377,000



New Trail Alignment

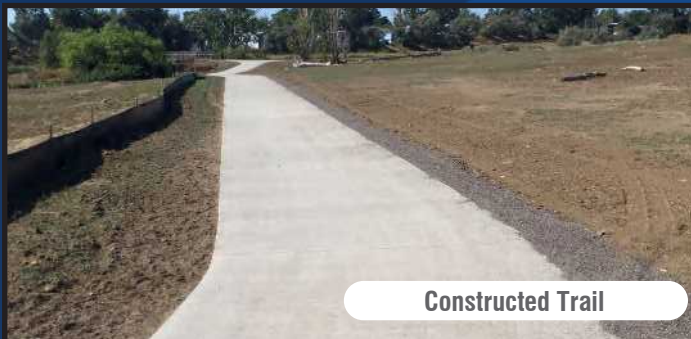
Key Personnel

- Stephany Westhusin
- Rod Rindal
- Matt Wessell
- April Osborne
- Don Hunt
- Jennifer Gorek
- Jesseri Jensen
- Kayce Keane

Similar Features

- Trail design
- Geotechnical investigation
- Structure crossing
- Hydraulic design
- Structure design
- ADA design
- CDOT Region 1 coordination
- Environmental clearance

This 3,500-foot realignment between West Flatiron Crossing Drive and Interlocken Loop was designed to US 36 Bikeway Standards, providing a 12-foot-wide bikeway in place of the existing 8-foot path. The new alignment design blends with the existing topography, prioritizing shading and localized drainage issues that exist along the current path. Approximately 2,400 feet of the new alignment is located within US 36 right-of-way, requiring CDOT coordination and permitting. Overall project work included mapping for utility coordination, boundary/topographic survey and base mapping, flood study report and application, erosion control plans, bikeway design, wetland permitting, prairie dog management, and project coordination.


Constructed Trail

Existing Conditions

2017 THORNTON TRAILS

Designed: 2018-present

City of Thornton | Grant Bloom, PE | Project Manager |
720.977.6258 | grant.bloom@thorntonco.gov

Design Cost: \$67,000

Low Bid: Segment B \$407,721, Segments A & C \$675,437

Engineer's Estimate: Segments A & C \$681,282

Key Personnel

- Matt Wessell
- Jennifer Gorek
- Jovonna Kirkling
- Don Hunt

Similar Features

- Trail design
- Utility coordination
- Hydraulic analysis
- SWMP
- Curb ramp design

This project involved the design of three separate concrete trail segments (0.90 miles total length of three trails) in an effort to connect existing trail networks. Segment A constructed a new trail from Grandview Ponds Open Space to Colorado Boulevard. Segment B replaced an existing asphalt trail in Eastlake #2 Open Land from 124th Avenue to 121st Place and included an extension of this trail to 120th Avenue. Segment C designed a new concrete trail from north of Villages North subdivision to an existing pedestrian underpass at Thornton Parkway. The City recently obtained RTD approval to construct Segments A and C on RTD right-of-way and they will construct the final two segments in fall 2020.


Intersection of 78th and York

Corridor

YORK STREET, 78TH TO 88TH AVENUE

Designed: 2018-2020

Adams County | Jennifer Shi, PE | Senior Transportation Engineer |
720.523.6968 | jshi@adcogov.org

Design Cost: \$758,895

Estimated Construction Cost: \$14,000,000

Key Personnel

- Matt Wessell
- Brendan Dane
- Jesseri Jensen
- April Osborne
- Rod Rindal
- Don Hunt
- Jennifer Gorek
- Austin Dada

Similar Features

- Right-of-way acquisition
- Trail design
- Utility relocation
- RRFB design
- Connectivity enhancements
- Environmental clearance
- Structure design
- Irrigation ditch clearances

RockSol provided design and project management services to improve roadway capacity, widen to four lanes, provide utility relocations, pedestrian access facilities, traffic signal replacement, improve drainage systems, and provide median/landscaping amenities on York Street, Welby Road, and Devonshire Boulevard between 78th Avenue and 88th Avenue in Adams County. The project required coordination and clearances from the Colorado Agricultural Ditch (COAG) and Lower Clear Creek Ditch (LCCD) companies for ditch relocation and box culvert replacement respectively. Trail design paralleled York street and provided connectivity to local streets and regional trails. Four RRFBs were designed to support Multi-modal connectivity.



Existing Utilities



Corridor Drone Photo

37TH STREET WIDENING

Designed: 2018-present

City of Evans | Mark Oberschmidt, PE | City Engineer |
970.475.1110 | moberschmidt@evanscolorado.gov

Design Cost: \$1,357,511

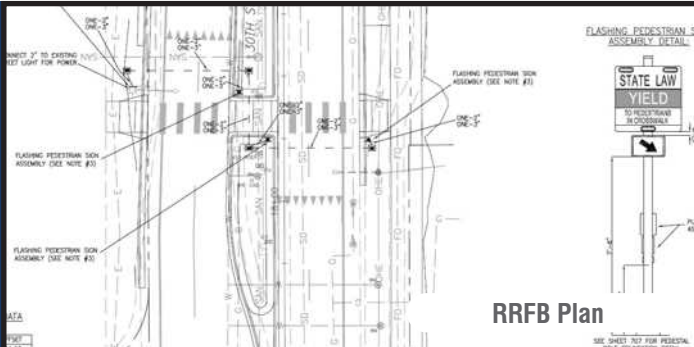
Key Personnel

- Rod Rindal
- Matt Wessell
- April Osborne
- Brendan Dane
- Jesseri Jensen
- Jennifer Gorek
- Jovonna Kirkling
- Don Hunt
- Ryan Lepro

Similar Features

- Multi-use path
- Geotechnical investigation
- Environmental clearance
- Utility conflicts
- Curb ramp design
- Irrigation ditch coordination

RockSol is providing engineering services for 37th Street and 47th Avenue for the City of Evans. The overall objective of this project is to improve roadway capacity, safety, mobility, pedestrian access facilities, drainage systems, and median/landscaping amenities between 35th and 65th Avenues. Design includes parallel trail design along both sides of 37th Street and detached sidewalks along 47th Street. Connections to local streets and curb ramps are included. RockSol is providing professional engineering services including roadway design, geotechnical and environmental engineering services, traffic engineering, roadway drainage, and landscape design.



RRFB Plan

30TH STREET RECONSTRUCTION (FOX TUTTLE)

Designed: 2009-2011

Constructed: 2011

City of Boulder | Bill Cowern, PE | Deputy Director of Transportation
| 303.441.3266 | cownrb@bouldercolorado.gov

Fox Tuttle Cost: \$42,921

Construction Cost: \$4,378,000

Key Personnel

- Steve Tuttle
- Rod Rindal (City of Boulder Project Manager)
- Boulder Land Consultants

Similar Features

- Off-street path functional and geometric design
- Multimodal design support
- RRFB crossing and beacon/signal design services
- CDOT Local Agency process



Constructed RRFB

Fox Tuttle performed traffic engineering services in support of the 30th Street reconstruction project. The project involved the reconstruction of a 0.6-mile multimodal arterial roadway adjacent to the 29th Street mall and dense commercial development to include on-street bicycle lanes and off-street sidewalk/path improvements. FT provided a detailed traffic study for the project, including safety and operational analyses for existing and 20-year traffic conditions. FT also provided traffic signal design plans for modifications at four existing signals, in addition to plans for two new enhanced mid-block pedestrian rectangular rapid flash beacon (RRFB) crossings. The federally funded project required coordination with CDOT Region 4 staff.

DETAILS OF PROPOSAL



Project Understanding

The City of Arvada has successfully obtained funding through a Colorado Department of Transportation (CDOT) Transportation Alternatives Program (TAP) grant to construct a new concrete trail along Alkiere Street between West 78th and West 80th Avenues. The trail, combined with a planned trail project south of West 78th Avenue, will provide a vital missing link in the community to more safely connect Youth Memorial Park, Van Arsdale Elementary School, Ralston Valley High School, the Apex Center, and residential neighborhoods where limited options exist today.

The RockSol team brings a unique experience of completing multiple multimodal projects, and we are well positioned to ensure effective project delivery. Our team has comprehensive knowledge of local and federal requirements as well as experience coordinating with CDOT to meet their expectations.

Based on our research of the project and experience with similar federal-aid projects, we understand the following goals for the project:

- Collaborate with the City of Arvada, CDOT Region 1 staff, and affected stakeholders. Coordinate closely with City of Arvada Project Manager, Adam Lind.
- Manage the project subconsultant timelines with a focus on interim deliverable submittal and review periods.
- Identify innovative and affordable alternatives that balance the needs of all users and minimize right-of-way acquisition and property impacts.
- Understand environmental constraints and impacts and the associated clearance and permitting processes for both project delivery schedule and possible mitigation. Provide necessary clearances within CDOT's time lines and requirements for advertising the project.
- Ensure utility mapping and conflicts are thoroughly identified to either avoid impacts or determine necessary relocations. Provide utility clearance to allow project advertisement.

- Provide appraisal and right-of-way acquisition services for obtaining any necessary right-of-way, permanent easements, or temporary easements prior to project advertisement following CDOT's time lines and requirements.

RockSol will coordinate all disciplines to develop a cohesive, integrated design solution in a thoughtful layout and design. A preliminary analysis of the project's technical aspects and potential issues are detailed on the following pages.

Project Approach

RockSol prides itself on our approach to managing projects successfully. A map of critical issues for this project is provided on page 9.

Opening with Effective Project Management

Managing a multi-discipline team requires effective coordination to achieve a design that comprehensively describes the proposed facility and associated costs. Stephany understands the importance of effectively coordinating team members from various disciplines to accomplish an integrated design. To achieve this objective, we have a system for managing our design projects:

- The project manager will coordinate any required discipline-specific designs into a balanced solution, assist the City of Arvada with stakeholder coordination as needed, and develop estimated costs and schedules for project delivery. RockSol will also assist Arvada with the CDOT Local Agency plan approval process.
- The trail design team, led by Rod Rindal, will develop the plans for the new trail and coordinate closely with other disciplines to ensure a seamless design.
- The survey team (Boulder Land Consultants) will establish project control, perform parcel mapping, survey existing topographic conditions, and field survey of utility designating, and testholing of existing buried features.
- The drainage design, led by Matt Wessell, will provide the local drainage analysis and design.

"I would hire RockSol for other design and project administration projects and highly recommend [them] for their abilities to meet project goals, deadlines, and provide solid project coordination. They are creative problem solvers and function well in a team environment. Their qualifications and expertise in design and administration exceeded our expectation and made this project extremely successful."

Tara Schoedinger, Town of Jamestown Mayor
Lower Main Street Crossing of St. James



RockSol performed both the design and construction management for the Town of Jamestown.

“The RockSol project managers were seamless in the transition in achieving the work defined in the Scope of Work. The status of the design progress was communicated regularly to keep the Town informed. The Town was extremely pleased with the effectiveness and communication of each RockSol project manager.”

Wendi Palmer, PE, CFM
Town of Erie Project Manager

- The environmental team, led by Jennifer Gorek, will collaborate with the design team and CDOT staff to minimize impacts, provide integrated solutions, and coordinate with environmental review agencies.
- The traffic team (Fox Tuttle) will provide the design of the proposed Rectangular Rapid Flashing Beacon (RRFB) at the north leg of the Alkire Street and West 78th Avenue intersection. Fox Tuttle also has extensive experience with multimodal design projects and will assist with developing and reviewing trail alignments.
- The utility team will research available mapping, locate utilities horizontally and vertically as needed, and coordinate with affected utility companies. RockSol will provide subsurface utility engineering services to meet the requirements of C.R.S. 9-1.5.
- Our in-house geotechnical team, led by Don Hunt, will conduct any necessary subsurface investigation, develop any necessary bridge abutment recommendations, and prepare the geotechnical report.
- Our in-house structural engineering team, led by Martin Merklinger, will provide the pedestrian bridge design and any bridge related modifications that may be necessary.

Our objective is to emphasize quality through our design, while minimizing construction costs, providing thorough plan packages, and achieving project goals.

Our team knows that preliminary design tasks are dependent on initial information and that conducting initial work concurrently is key to moving the schedule forward and facilitating the preliminary and final design work.

In the first two months of the project, we will perform the following tasks:

- Conduct a scoping meeting with the City of Arvada and CDOT
- Determine environmental constraints
- Conduct the geotechnical investigation
- Develop design criteria for owner acceptance
- Perform alternatives analysis and collaborate with the City of Arvada to determine the preferred alternative

- Survey the trail corridor, cross drainages, existing features, and existing surface utilities, then develop mapping
- Conduct the geotechnical investigation
- Gather drainage information for the preliminary drainage report

Discipline-specific Tasks

Trail Design | Our team is well versed in both design and construction services, allowing for a seamless transition from development of a project to construction completion. RockSol understands the complexities and challenges of retrofitting additional improvements onto a street like Alkire and the attention to detail needed for a successful project. Early identification of potential issues and development of potential solutions will be required to ensure Arvada's expectations and design standards for the City and CDOT are met.

Our team will recommend preferred trail alignment alternatives after considering environmental constraints, topography and property constraints, project costs, property impacts, and stakeholder coordination. We will develop alternatives to a level necessary to perform qualitative and quantitative comparative analysis. The narrow right-of-way and physical constraints do not provide for substantial alignment variations but rather refinements that could include lane width changes along Alkire Street. In consultation with Arvada Staff, we could evaluate other possible solutions, such as a path located on the east side of Alkire Street.

Our site review and research have identified the following key issues:

Right-of-Way: Right-of-way along the west side is likely limited to 30' for the south portion of Alkire from the north side of the Farmers Highline Canal. RockSol will develop a street cross section alternative that will contain the trail within the existing right-of-way. Temporary easements will likely be required for driveway and property grade adjustments and for



The slope of the roadway is quite steep, shown here at a 10% grade on the south end of the project. Ways to improve disabled users' experience or alternative ADA compliant routes may be discussion topics within the project scope.



Driveways and accesses such as this one at the north end of the project will need to be regraded in order to construct the concrete trail, allowing path users to cross safely.

fence adjustments. Reducing or eliminating the need for right-of-way or permanent easements will result in cost savings and potential schedule impacts as right-of-way acquisition and CDOT's right-of-way process can delay the schedule significantly. Jefferson County parcel data indicates right-of-way north of the canals has been acquired and permanent trail improvements should be within existing right-of-way.

Street Cross Section: A street cross section will focus on maintaining existing elements, including a shoulder to accommodate on-street bicyclists similar to the existing condition. Keeping on-street bicyclists separate from trail users will reduce conflicts between bicyclists and path users, and maintaining separation on the street will provide a safer interface with vehicular traffic. This is especially important with the higher speeds of vehicles and bicyclists as they travel down the steeper grades on Alkire Street.

Croke Canal Bridge: The project plan is to utilize the existing bridge structure over Croke Canal where a 5' sidewalk currently exists. The existing guardrail on the bridge reduces the sidewalk effective width to 3.5'. RockSol will review alternatives to widen the sidewalk to the maximum extent possible by reducing the street width. A possible bridge cross section alternative is shown below maximizing the sidewalk width, while still providing for bikes and vehicles along the

street. Modifying the sidewalk may require upgrading the guard rail to meet current bridge rail standards

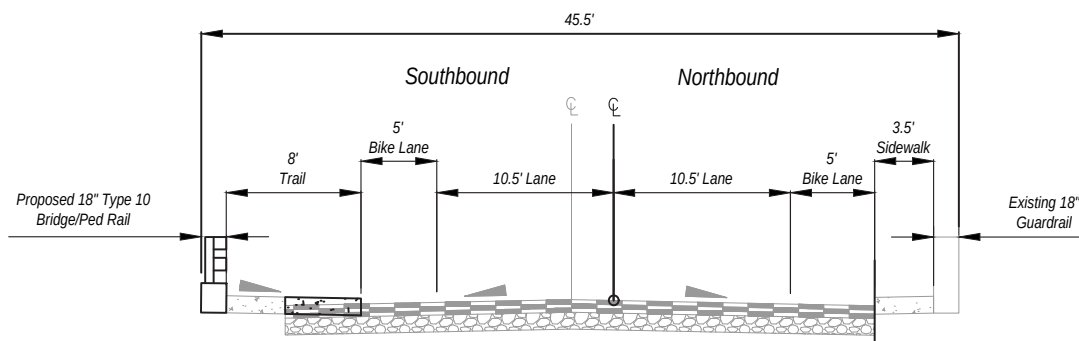
Property Impact: The residential properties south of the Farmers Highline Canal are generally below the roadway grade and will require regrading and access restoration as the street cross section is extended for the trail improvements. The existing wood fences will likely need to be reset or replaced at the new grades and to provide adequate clearance from the trail.

ADA Design: Our team will design the new trail and associated curb ramps to meet Americans with Disabilities (ADA) standards. The running grade of the trail will exceed the standard 5% maximum grade for most of its length, but ADA does allow sidewalks to match the adjacent street grade which is as steep as 10%. Unfortunately, this will not provide optimal access for persons with mobility disabilities.

The exhibit on page 9 of the proposal further illustrates key project issues.

After the City has selected the preferred segment alternative, RockSol will begin the design phase, which will include preliminary FIR level review plans followed by final design review (FOR) leading to the delivery of full Plans, Specifications, and Estimate (PS&E) documents for project advertisement by the City of Arvada. The plan review will include CDOT and follow the FIR and FOR review processes per the CDOT Local Agency Manual.

Drainage Design | RockSol will provide hydraulic analysis and design of drainage improvements necessary for the proposed trail. The drainage analysis will include analysis of existing drainage patterns and sub-basins. The likely addition of curb and gutter with the trail improvements will require storm sewer inlets and pipe to direct drainage to historic outfalls. Expected outfalls include existing ditch and swale systems that eventually flow to Leyden Creek. The east side of Alkire Street provides more space for drainage outfalls to Leyden Creek. The project work will require coordination with the planned path improvements south of 78th.



Typical Street Section Alternative at Croke Canal



The current drainage pattern allows most stormwater to flow directly into the canals, as shown here. The addition of curb and gutter will address this issue and help prevent further erosion along the sidewalk and wingwalls.

RockSol will perform a hydraulic analysis to document that the proposed pedestrian bridge over the Farmer's Highline Canal does not impact historic ditch flows.

Hydraulic and design criteria will be developed with reference to City of Arvada Engineering Code of Standards and Specifications, Mile High Flood District Urban Storm Drainage Criteria, and the CDOT Drainage Design Manual.

Traffic Design | Fox Tuttle will provide multimodal engineering and design support for this project. This includes the full design of the Rectangular Rapid Flashing Beacon (RRFB) crossing at 78th and Alkire, as well as support for the RockSol team in developing and refining potential alignments for the trail. Fox Tuttle has years of experience planning, designing, and implementing safe pedestrian crossings and will apply that experience to the proposed RRFB-enhanced crossing at 78th Ave. This location presents several challenges due to grades along Alkire St, and typical design parameters may have to be modified to ensure a successful installation that presents a safe and comfortable crossing for pedestrians. Our team will apply our thorough understanding of the principles of pedestrian crossing design, backed up by years of experience. The design will consider factors such as adverse weather conditions, snow and ice accumulation, and the lighting available during early-morning school hours to create a solution that fits the environment along the roadway.

Fox Tuttle will contribute their expertise in designing off-street trails comfortable for all users and all modes. Our team will evaluate the geometric design of all improvements from the viewpoint of the most vulnerable road users, including children and those with mobility impairments of all types. A successful trail design will operate safely and comfortably for everyone who wants to use it, including many young children, student-athletes, and families. Again, the design will be complicated by factors including the grade of the roadway and interactions with adjacent properties. Of special concern

is the Croke Canal bridge, where the potential widening of the sidewalk may interrupt the on-street bicycle facility: Fox Tuttle's experience and skill level at balancing the needs of a variety of stakeholders will be key to delivering outstanding outcomes for the City.

Subsurface Utility Engineering and Utility Coordination |

After notice to proceed, the utilities team will request utility maps to verify the physical presence within the project area. Once the SUE investigations, topographic survey, and collection of existing utility maps are complete, RockSol will compare all information to ensure utilities have been accurately located. If our team uncovers utility conflicts, this information will be provided to our Utility Coordinator, Travis Miller, who will then work with that specific utility company to determine an appropriate resolution with the help of the design team. If deemed necessary, testholes may be needed to verify conflicts. The testhole information will then be incorporated into the design files. Expected utility design and coordination for project improvements includes fire hydrant relocation, sanitary sewer manhole adjustment, utility pole and guy anchor relocations locations, and resolving possible conflicts with an existing gas line and drainage improvements.



Utilities, such as the gas line near the Croke Canal, will need to be potholed in order to determine if relocation is necessary.

Boundary/Topographical Survey and Base Mapping/ROW Plans |

Our survey subconsultant, Boulder Land Consultants (BLC), has extensive experience with CDOT accuracy and control requirements. They will obtain complete right-of-way and topography information for the project. Public Land Survey System markers will be observed along with recovered property corners along the project corridors. Public records will be researched, and title commitments reviewed. BLC will identify adjacent easement and ownership information and also provide mapping for all SUE-related surveying.

Key elements during survey include existing right-of-way and property line locations, 1' contour mapping, existing surface and drainage features, utilities, structures, and other features along the project limits. These elements are critical to ensure existing conditions and proposed grades provide for

well detailed tie-ins to existing terrain and infrastructure. The Farmers Highline will be surveyed to provide the necessary data for hydraulic review for the proposed pedestrian bridge.

BLC will also produce any legal descriptions and exhibits for the purpose of right-of-way or easement acquisition. CDOT Right-of-way plans will be produced if necessary. The plan format will be confirmed with CDOT at the scoping meeting as a simple right-of-way plan format may be appropriate for this project.

Geotechnical Investigation | To characterize the subsurface conditions at the proposed pedestrian bridge over Farmers Highline Ditch, RockSol recommends two geotechnical boreholes to assist with the design and construction of the proposed structure. Boreholes will be drilled to approximate depths 25 feet to 35 feet or 10 feet into bedrock, whichever occurs first. We will obtain discrete subsurface samples from each borehole, including bulk material from the upper 5 feet of subgrade for trail/bikeway design purposes. Based on available geologic information, RockSol anticipates encountering sedimentary bedrock of the Arapahoe Formation and the Laramie Formation at depths of 10 to 15 feet at the location of the proposed pedestrian bridge over the Farmers Highline Canal.

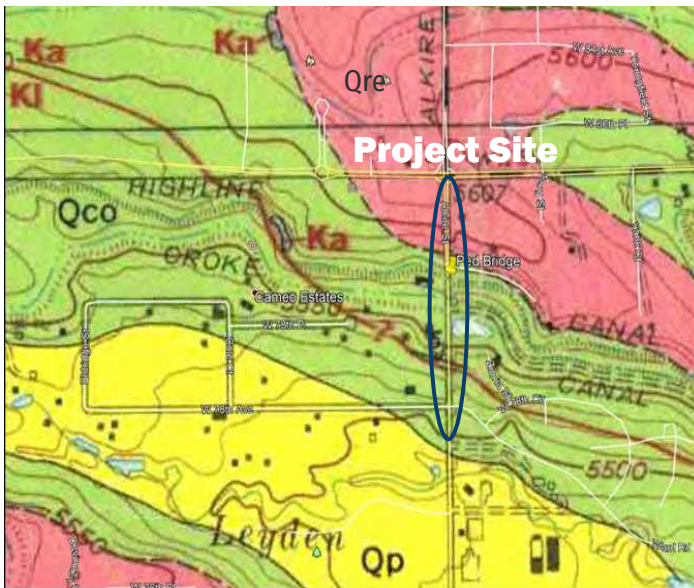


Image from Surficial and bedrock geologic map of the Golden quadrangle, US Geological Survey.

Qco Colluvium: Clayey to sandy silt; may contain boulders. Ranges from 0 to 20 feet in thickness on steep slopes; 0 to 10 feet in thickness on gentle slopes.

Qre Transported Mantle: Clayey to cobbly gravel; at places the upper 10 feet is clayey to cobbly silt. Locally weakly to moderately cemented by calcium carbonate. 0-15 feet thick.

“The team provided both the City and CDOT the assurances that the project would be designed and managed with technical competency and professional expertise in addressing the demanding CDOT and Federal requirements.”

Mike Jacobson, PE,
City of Loveland Civil Engineer

We will test selected samples for pertinent engineering properties including, but not be limited to, moisture content and dry density, Atterberg Limits, grain size (sieve) analysis, swell potential, Resistance Value, and water-soluble sulfate content. Subgrade soil samples will be classified per the American Association of Highway and Transportation Officials (AASHTO) and Unified Soil Classification System (USCS) soil classification methods. RockSol will prepare logs of the subsurface conditions and note the depth to groundwater and bedrock, if encountered, at the time of drilling.

RockSol will prepare a geotechnical report summarizing the subsurface conditions encountered, the results of the laboratory testing, earthwork, pavement design recommendations for the trail/bikeway, and foundation recommendations for the proposed pedestrian bridge and associated wing walls.

Environmental Services | RockSol will provide the City of Arvada with full environmental clearances for all applicable federal, state, and local regulations and permitting. Since this project is federally funded, the environmental clearances are required to follow the National Environmental Policy Act (NEPA) process. We anticipate a Categorical Exclusion (CatEx) will be required for NEPA conformance.

RockSol’s Environmental Services Manager, Jennifer Gorek, is well versed in performing NEPA analysis on similar projects and has done so for many cities and counties along the Front Range of Colorado and in cooperation with CDOT regional staff. Our environmental specialists will work with Jennifer to ensure that the following environmental analyses are performed:

404 Permitting and Wetland Impacts: Our wetland specialist will perform a wetland delineation of the site. Initial scoping indicates the project site includes two irrigation canal crossings. We anticipate minimal impacts to aquatic resources. A CDOT formatted delineation report will be provided to the City and a 404 permit secured if necessary.

Hazardous Materials: RockSol will generate a GeoSearch radius report (Initial Site Assessment) for the corridor and within ½ mile of all proposed construction detailing potentially hazardous waste locations. This can be used when assessing ROW acquisitions during final design. We do not

anticipate any hazardous material impacts, but RockSol will provide specifications in the plans to address any findings and will provide a technical report and CDOT Form 881 in support of the CatEx.

Cultural Resources and Historic 4(f): We will work with Centennial Archeology to provide cultural clearance in compliance with Section 106 of the National Historic Preservation Act. Centennial's services include coordinating with CDOT, recordation of resources, SHPO correspondence, and historic 4(f) determination. Historic impacts may occur at the Farmers Highline Ditch or at access work for the properties along the west side of Alkire. Centennial has extensive experience coordinating with CDOT and local agencies. This proves invaluable in maintaining project schedules in conjunction with historic assessments and accompanying 4(f) evaluations.

Biological Resources: Our wildlife biologist will conduct a field analysis for migratory birds, state listed, and threatened and endangered (T&E) species presence. Active nest sites will be noted, and specifications will be created to ensure compliance with the Migratory Bird Treaty Act (MBTA). A technical memorandum will be provided to the City for these resources. It is not anticipated that any federally listed T&E species (for Colorado species of concern) will be found in the project area due to corridor development. A streamlined CDOT approved review process (SWIFT) will be used for this documentation. We believe this project is exempt from SB40 requirements based on the lack of jurisdictional habitat.

Non-Historic 4(f)/6(f): RockSol does not anticipate any Non-Historic 4(f)/6(f) impacts. The Youth Memorial Park could trigger this requirement, but it is located south of the project limits, and we will design the project to avoid impacts to it.

Noxious Weeds: Our biologists will perform a weed inventory of the corridor and create an Integrated Weed Management Plan and specifications for this resource. There does not appear to be significant noxious weed populations.



Our team understands all environmental requirements for federally-funded projects.

Stormwater Management Plans (SWMP) and MS4

Considerations: Our environmental team members have all attended specialized SWMP design training and are adept at creating comprehensive plans. These plans will be designed in accordance with the City's requirements and CDOT Local Agency Manual. The project is exempt from permanent water quality treatment because it is a trail.

Other Resources: We do not anticipate other resources to be impacted by the project and will address this in the CatEx. All impacted resources will be documented in accordance with CDOT formatted technical reports. Additionally, we will develop environmental mitigation for inclusion in the plans. We will work with the City and the design team to ensure these commitments are realistic and site specific. Throughout the NEPA process, we will help facilitate timely reviews and approvals. Our staff have extensive experience dealing with CDOT's processes and any issues that may arise.

Structural Engineering | RockSol's in-house structural team will provide the structural design required for the pedestrian bridge. The geometric and structural design will be coordinated with the trail geometric design, drainage design, geotechnical investigation, foundation recommendations, and utility locations to develop the optimum configuration for any walls or structures needed. If walls are required, we will evaluate alternative wall types, documenting them in a retaining wall structural selection report. The RockSol structural team has extensive experience providing wall design for projects with CDOT oversight and a thorough understanding of their design requirements.

Public Outreach | RockSol can provide support to the City for any public outreach that may be desired for the project. RockSol recommends that meetings be held with adjacent property owners that would be impacted by the project early in the design stage to communicate the project goals and possible impacts and provide updates as the design develops. Our talented public involvement specialist, Stephanie Blochowiak, is available to assist with public outreach and communication with stakeholders.

Right-of-Way Acquisitions | Western States Land Services will provide acquisition and appraisal services for any permanent or temporary property acquisitions needed for the project. Western States agents are prequalified with CDOT for acquisition and relocation. They have extensive experience with Local Agency projects and working for CDOT directly. Western States will assign a primary agent to the project to develop and maintain working knowledge and relationships with the project team. If the schedule or number of parcels to be acquired requires more resources, Western States will add additional agents with the primary agent continuing to take the lead and provide project management. Western States will

review these documents and procedures with the City up front so that once negotiations begin they can efficiently operate as an extension of the City with minimal oversight.

Construction Management Services | RockSol is a full-service engineering firm, providing services that can move projects from inception through completion. We have a large staff of construction management, inspection, and quality assurance materials testing staff professionals available to provide construction services on projects. We have provided this service in addition to our design services on projects such as the Main Street Crossing over James Creek for the Town of Jamestown, Erie Parkway over Coal Creek for the Town of Erie, and many others. We have also provided construction support services to the City of Arvada in the last few years.

“The RockSol team proved to be an excellent construction management team. I would like to take this opportunity to express my sincere appreciation and tell you that I look forward to working with RockSol in the future.”

Raj Kanzadeh, PE,
City of Aurora Project Engineer

Schedule Management

Project Schedule | Design schedules are important to guide the multi-discipline design process, understand the relationships of concurrent work, identify the tasks that control the critical path, and work as a tool to achieve deadlines. Stephany will manage the project schedule, ensuring milestones are met and tasks are delivered on time through regular progress meetings and continually updating and sharing the schedule. She will work to deliver tasks ahead of schedule whenever possible. RockSol evaluated the delivery aspects of the project and developed a schedule as shown on page 10. When developing the proposed schedule, we identified tasks that involve higher risk to project completion, including field survey during winter months, timely identification of alignment, right-of-way requirements, and adhering to the CDOT Local Agency processes.

Personnel Resources | The combined resources of our RockSol team allow us to assign enough staff to meet the project schedule. Stephany will work closely with Mr. Lind to accommodate evolving project developments.

Quality Assurance Plan & Procedure

RockSol has a robust Quality Management System (QMS) that we strictly adhere to for all design submittals, including reports, technical memoranda, calculations, drawings, worksheets, plans, and all other submittals. As part of this process, RockSol will review the deliverables and indicate through a variety of ink colors the state of the review process by the Checker and Back-Checker, utilizing our checkpoint process. Outlined below are the colors and their indication.

As shown in **Exhibit 1-2**, every sheet and report will be reviewed per our QMS process prior to every submittal to the City of Arvada.

The checkpoint stamp and drawing checking process shall be completed as follows:

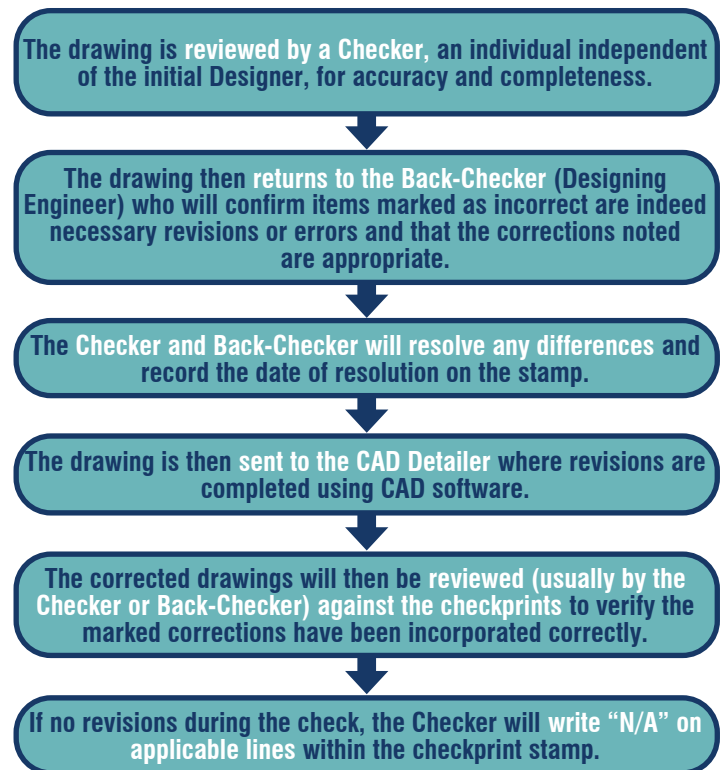


Exhibit 1-2 - Check and back-check color coding

Purpose	Role
 Indicates information is verified as correct	Checker
 Change, addition, or deletion	Checker or Back-checker
 Note to Engineer or Technician	Checker or Back-checker
 Indicates concurrence with Checker's marks	Back-checker
 Response by Engineer, Scientist, or Technician to Reviewer's "blue" notes	Back-checker
 Indicates CAD Detailer or Report Preparer has completed change, addition, or deletion to plan sheet or report	CAD Detailer or Report Preparer
 Verified as incorporated	Checker or Back-checker

This process allows us to fully identify any discrepancies or clarity issues within our deliverables, allowing corrections and clarifications to be made prior to submission to the City. Each of our checkprints are maintained in our records files required by our QMS.

Our detailed QMS has helped us earn the ISO 9001:2015 certification, which prioritizes processes to track and follow up on quality-related project milestones.

Performance Measures

RockSol has a history of producing quality work, under budget and on schedule, as illustrated throughout this proposal. RockSol commits to performing the Scope of Work negotiated for this project, within the allotted time frame, and for the agreed upon price.

Budget Management

RockSol is committed to providing clients with superior quality projects—within budget and on schedule—by monitoring and communicating costs spent to date. We will work closely with Adam Lind early during the design process to finalize a scope and budget that reflects a clear understanding of the project with specific tasks and respective hours identified.

Controlling Design Costs

Stephany has extensive experience tracking and controlling costs on design projects, and she will ensure all design costs are justified. Each month, the RockSol project manager will provide invoices and progress reports to the City's Project Manager.

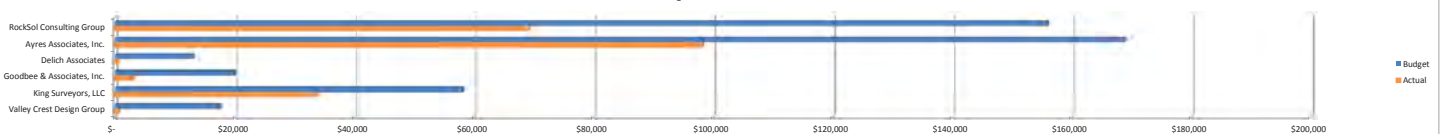
If requested by the City of Arvada, we can also provide a Cost Projection Worksheet, like the one we provided to the City of Loveland for Railroad Avenue shown below, that shows a projected drawdown of costs. This drawdown provides a measurable indicator of how money is being spent on the project. Costs are tracked for RockSol as well as our individual subconsultants, so the client can see a more itemized breakdown.

RockSol Consulting Group - Professional Services
Railroad Avenue Flood Recovery Project

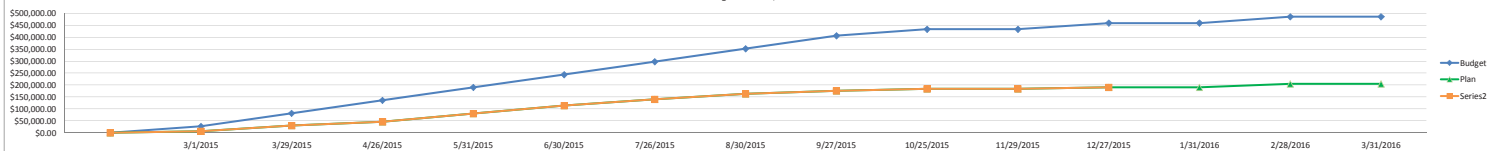
Cost Projections
Updated as of December 27, 2015

Name	Budget		3/1/2015	3/29/2015	4/26/2015	5/31/2015	6/30/2015	7/26/2015	8/30/2015	9/27/2015	10/25/2015	11/29/2015	12/27/2015	1/31/2016	2/28/2016	3/31/2016	Total to Date thru 12/27/15	Variance %	% Complete
RockSol Consulting Group	\$ 155,964	Original Budget	\$ 9,747.75	\$ 19,496	\$ 19,496	\$ 19,496	\$ 19,496	\$ 19,496	\$ 19,496	\$ 19,496	\$ 9,748	\$ 9,174	\$ 11,140	\$ 11,140	\$ 11,140	\$ 10,398	\$ 155,964		
		Actual Charges	\$ 5,556	\$ 2,794	\$ 4,342	\$ 9,412	\$ 9,723	\$ 6,179	\$ 7,022	\$ 3,225	\$ 3,798	\$ 5,350	\$ 11,732	\$ 8,000	\$ 8,000	\$ 8,000	\$ 69,133	55.67%	44.33%
Ayres Associates, Inc.	\$ 168,909	Original Budget	\$ 10,557	\$ 21,114	\$ 21,114	\$ 21,114	\$ 21,114	\$ 21,114	\$ 21,114	\$ 21,114	\$ 10,557	\$ 10,557	\$ 9,384	\$ 9,384	\$ 9,384	\$ 9,384	\$ 168,909		
		Actual Charges	\$ -	\$ 12,440	\$ 7,806	\$ 11,304	\$ 15,657	\$ 19,227	\$ 15,993	\$ 9,071	\$ 4,415	\$ 974	\$ 1,354	\$ 8,000	\$ 8,000	\$ 8,000	\$ 98,241	41.84%	58.16%
Delich Associates	\$ 13,050	Original Budget	\$ 816	\$ 1,631	\$ 1,631	\$ 1,631	\$ 1,631	\$ 1,631	\$ 1,631	\$ 1,631	\$ 816	\$ 725	\$ 725	\$ 725	\$ 725	\$ 932	\$ 13,050		
		Actual Charges	\$ -	\$ 491	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 700	\$ 700	\$ 900	\$ 491	96.24%	3.76%
Goodbee & Associates, Inc.	\$ 20,004	Original Budget	\$ 1,250	\$ 2,501	\$ 2,501	\$ 2,501	\$ 2,501	\$ 2,501	\$ 2,501	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 20,004		
		Actual Charges	\$ -	\$ -	\$ 1,072	\$ 1,149	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 826	\$ 1,200	\$ 1,200	\$ 1,200	\$ 3,047	84.77%	15.23%
King Surveyors, LLC	\$ 58,153	Original Budget	\$ 3,635	\$ 7,269	\$ 7,269	\$ 7,269	\$ 7,269	\$ 7,269	\$ 7,269	\$ 7,269	\$ 3,635	\$ 3,231	\$ 3,231	\$ 3,231	\$ 3,231	\$ 2,908	\$ 54,519		
		Actual Charges	\$ -	\$ 8,083	\$ 3,058	\$ 12,155	\$ 8,517	\$ 459	\$ -	\$ -	\$ -	\$ -	\$ 1,409	\$ 3,500	\$ 3,500	\$ 3,500	\$ 33,681	38.22%	57.92%
Valley Crest Design Group	\$ 17,648	Original Budget	\$ 1,103	\$ 2,206	\$ 2,206	\$ 2,206	\$ 2,206	\$ 2,206	\$ 2,206	\$ 2,206	\$ 1,103	\$ 1,103	\$ 1,103	\$ 1,103	\$ 1,103	\$ 1,103	\$ 17,648		
		Actual Charges	\$ -	\$ 550	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ 1,000	\$ 550	96.88%	3.12%

RockSol Consulting Group
Expenditures by Type
Budget vs Actual



RockSol Consulting Group
Cumulative Expenditures
Budget vs Actual/Plan





RRFB Crosswalk Upgrade at W 78th Ave: The design will consider street grades, adverse weather conditions, and lighting to ensure MUTCD standards and safety goals are met.



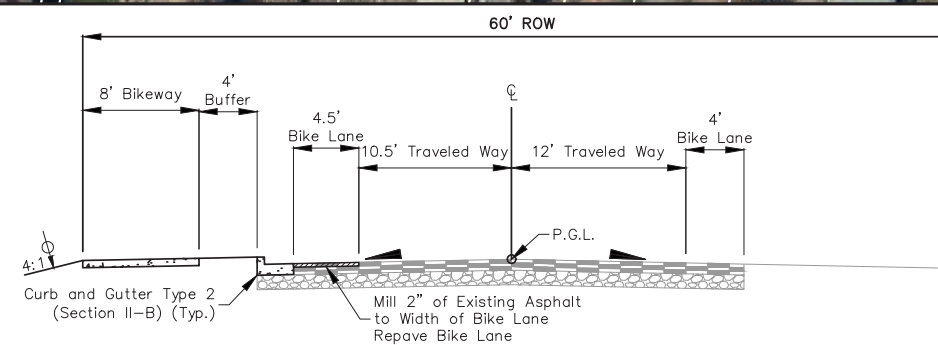
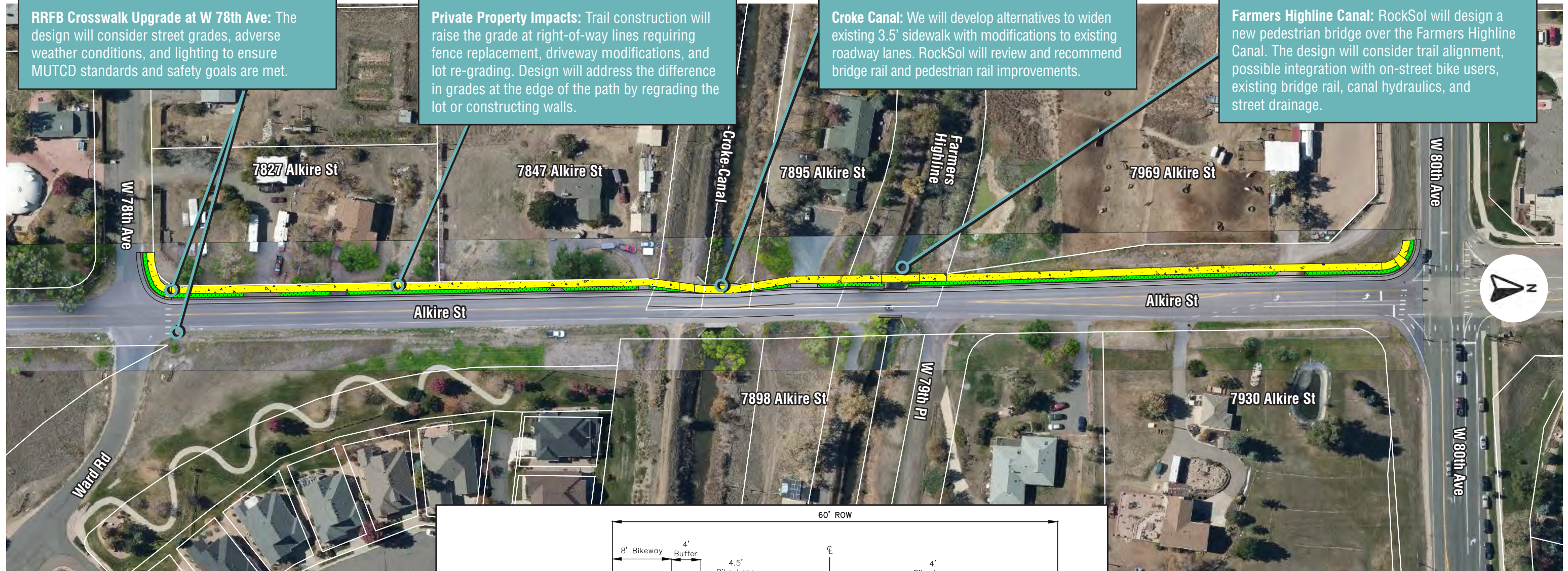
Private Property Impacts: Trail construction will raise the grade at right-of-way lines requiring fence replacement, driveway modifications, and lot re-grading. Design will address the difference in grades at the edge of the path by regrading the lot or constructing walls.

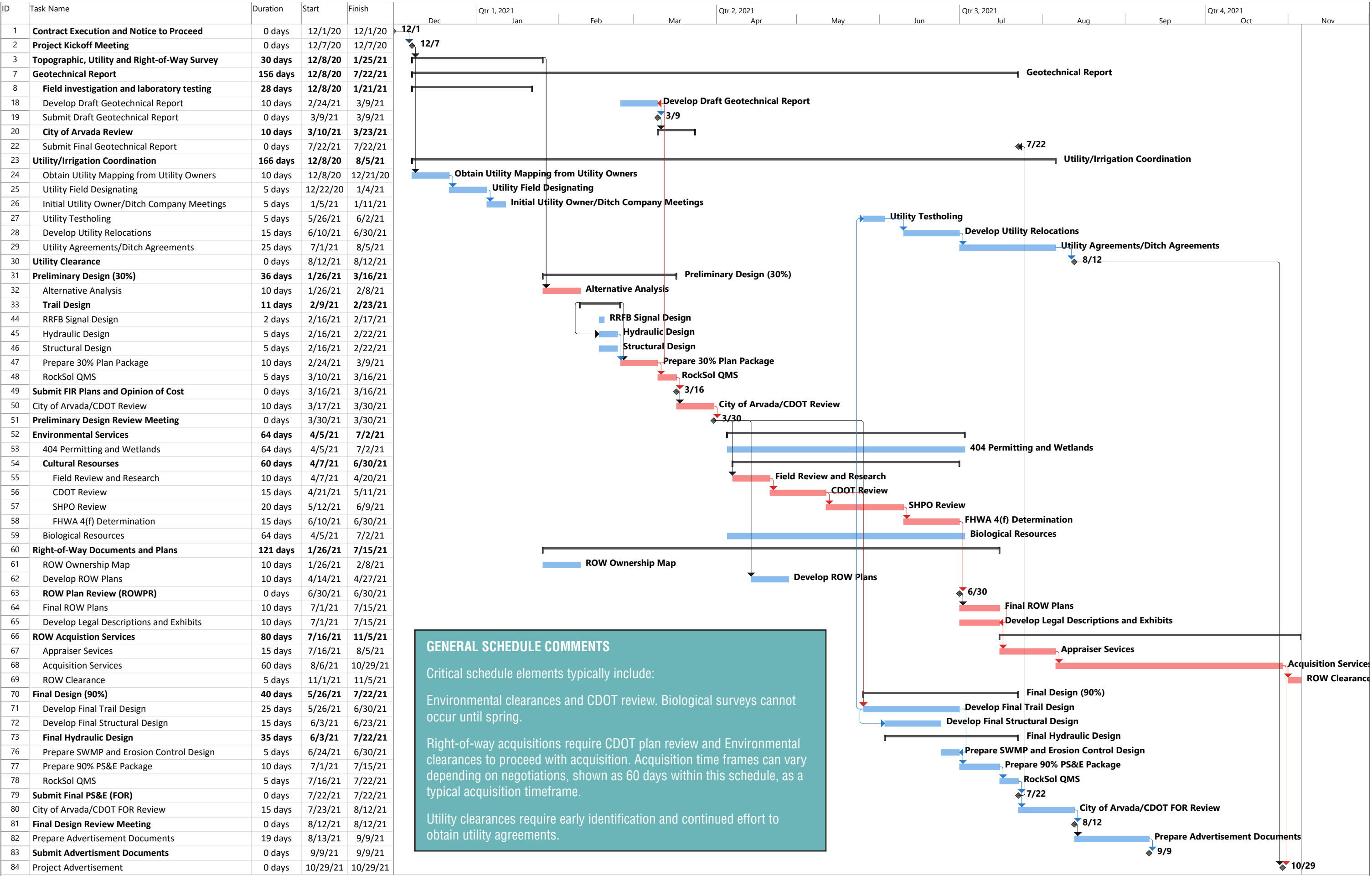


Croke Canal: We will develop alternatives to widen existing 3.5' sidewalk with modifications to existing roadway lanes. RockSol will review and recommend bridge rail and pedestrian rail improvements.



Farmers Highline Canal: RockSol will design a new pedestrian bridge over the Farmers Highline Canal. The design will consider trail alignment, possible integration with on-street bike users, existing bridge rail, canal hydraulics, and street drainage.





CITY SUBMITTAL FORMS



REQUIRED VENDOR SUBMITTAL FORM

SUBMITTED BY:

Company Name: RockSol Consulting Group, Inc.

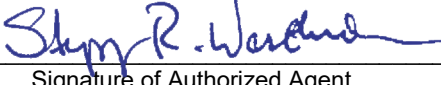
Contact Names: Sales/Customer Service Stephany Westhusin, PE

Address: 12076 Grant Street, Thornton, CO 80241

Phone: (303) 962-9322 Email(s): westhusin@rocksol.com

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the vendor;
- He/she has read all Terms and Conditions and technical specifications made available in conjunction with this solicitation and fully accepts and acknowledges this offer is consistent with the specifications and terms and conditions, unless specific variations have been clearly and expressly listed in the offer.
- The Offer is in all respects fair, without outside collusion or otherwise illegal action.

By: <u></u>	<u>October 13, 2020</u>	<u>85-0445526</u>
Signature of Authorized Agent	Date	FEIN
<u>Stephany Westhusin, PE</u>	<u>Project Manager</u>	<u>westhusin@rocksol.com</u>
Typed/Printed Name of Agent	Title of Agent	Agent email
<u>Crystal O'Neal</u>	<u>Proposal Coordinator</u>	<u>oneal@rocksol.com</u>
Typed/Printed Name of Witness	Title of Witness	Witness email

PAYMENT TERMS: If the vendor does not accept a percentage discount, the City standard is net thirty (30) days after the date that the City receives an accurate invoice and has accepted the product or service. Payment is the date of the check mailing or date of the credit card transaction.

Discount: % Days, Net: 30 Days, Accept Visa without additional fee? No

VARIATIONS: The vendor shall identify all variations and exceptions to any RFP documents. Submittal of a Vendor Contract is considered excessive in Variations and may be cause for determining that the Bid/Offer is non-responsive and ineligible for award. For each variation listed, reference the applicable section of the solicitation document as per the example below. If no variations are listed here, it is understood that the vendor's Offer fully complies with all terms and conditions. Attach additional Variation sheets in the same format as below after starting the first three on this page.

Page #: 2 Item # or Section: 4

Variance Please remove the word "defend" from the first sentence.

Page #: Item # or Section:

Variance

Page #: Item # or Section:

Variance

SUBMITTAL INSTRUCTIONS:

Proposals shall be submitted in the order listed below with each section clearly identified.

- Submit ON-LINE
 - Cover & Executive Summary.
 - Detail Firm's and employees' Capabilities, Experience, Licensing, and Compliance Status.
 - Details of Proposal – Proposed products & services, implementation timeline and warranties.
 - Completed City Submittal Forms including this sheet and all other attachments specifically requested.
 - Insurance – Checking this box accepts that the insurance requirements listed by the City are acceptable unless listed in the variations on the previous page.
 - CONFIDENTIAL information, if any, MUST be stamped as such on each page and submitted separately.
 - Please initial to acknowledge Addenda, if any, have been considered in your proposal:
#1 SW #2 SW #3 _____

REFERENCES:

- Check here if Firm's standard reference sheet is attached, otherwise, use the space below.

Name: City and County of Broomfield Contact Person: Ed Thompson

Address: One Descombes Drive, Broomfield, CO 80020

Telephone No: 303.438.6205 Email: ethompson@broomfield.org

Describe type of work/service performed or items supplied: Design for US 36 Bikeway

Name: City of Thornton Contact Person: Grant Bloom, PE

Address: 12450 Washington Street, Thornton, CO 80241

Telephone No: 720.977.6258 Email: grant.bloom@thorntonco.gov

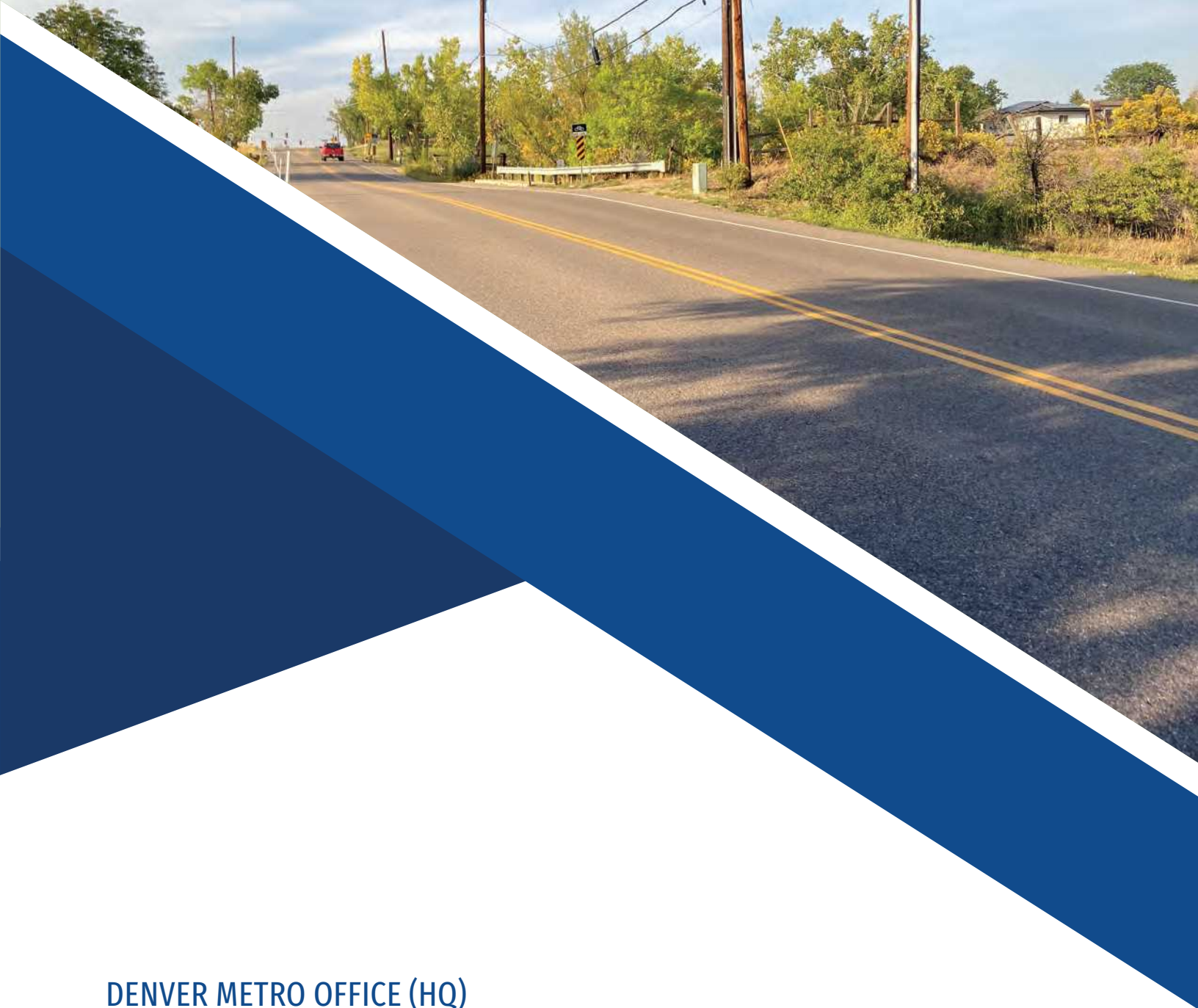
Describe type of work/service performed or items supplied: Design services for 2017 Trail Connections and 128th and Washington Street

Name: Adams County Contact Person: Jennifer Shi, PE

Address: 4430 S Adams County Parkway, Brighton, CO 80601

Telephone No: 720.523.6968 Email: jshi@adcogov.org

Describe type of work/service performed or items supplied: Design services for York Street, 78th to 88th Avenue and 62nd Avenue Improvements.



DENVER METRO OFFICE (HQ)

12076 Grant Street,
Thornton, CO 80241

TEL. 303.962.9300

FAX: 303.962.9350

WEB: www.RockSol.com



Exhibit 3

Contractor's Revised Scope dated 1/28/2021

City of Arvada – Alkire Street TAP (78th Street to 80th Street) Proposed Scope of Services

RockSol will provide engineering design services to the City of Arvada (City) for the Colorado Department of Transportation (CDOT) Transportation Alternatives Program (TAP) grant project for trail construction along Alkire Street. Design services will include trail, roadway, and bridge design, right of way plan development and acquisition, federal environmental requirements, utility relocation, and final construction plans. The design and construction teams must meet and follow all Federal rules and guidelines as outlined in the attachments included in this RFP. The main elements of the project are as follows:

- The project will complete a missing section of minimum 8' wide trail on the west side of Alkire Street from W 78th avenue to W 80th Avenue.
- The project will include approximately 1300 linear feet of detached trail, and includes an RRFB at the intersection of Alkire St and W 78th Avenue
- Any required ADA upgrades along the trail and at the intersection of Alkire St and W 80th Ave.
- A stand-alone pedestrian/bike bridge over the Farmers Highline Ditch.

1. General Project Development

Provide project development services for the development of an 8' wide detached trail on the west side of Alkire St from W 78th Ave to W 80th Ave, including full construction drawings, project and standard special provisions, bidding documents, and construction cost estimates prepared in accordance with the City of Arvada Engineering Code of Standards and Specifications and, as applicable, the Colorado Department of Transportation's (CDOT) Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction, latest edition. All construction plans shall be completed in accordance with the CDOT Drafting Manual. Work shall also include ROW acquisition, environmental documents and reports, and assistance in obtaining CDOT ROW, Utility and Environmental clearances. The City of Arvada and CDOT will review and approve the design and final construction documents.

Conduct the following with the City's management team and CDOT: design scoping review meeting, field inspection review (FIR), environmental processes, and final office review (FOR). Assist the City in identifying, resolving and tracking project technical issues, constraints and action items. This position will report directly to the City of Arvada's Project Manager for the Project. Representatives of the selected consultant's project team are required to attend a design scoping review meeting with CDOT prior to receipt of Notice of Award.

- Upon selection, the selected firm is required to attend the scoping with CDOT prior to final contract negotiations. The cost to attend this meeting shall be borne by the consultant.

- A contract award will not be made to parties listed on the government wide exclusions in the System for Award Management (SAM).

2. Field Survey, Geotechnical and Utility Locates

2.1 Survey

Surveys shall include street ROW, existing signal poles, control cabinet, pull boxes, pavement markings, signs and signal heads, sidewalk, curbs, inlets, manholes, valves, detection loops, trees, bushes, and other items such as above ground utilities, fences, and retaining walls visible in street ROW in the subject area.

The city of Arvada will provide initial topographic survey for the project.

Reference Boulder Land Consultants proposal dated 1/26/2021 for further scope detail.

2.2 Geotechnical

Geotechnical survey will be provided for the pedestrian bridge and is included in the proposal. Field survey information shall follow CDOT's Standards and Specifications.

2.3 Utility Locates and Coordination

All underground or aboveground utilities (including gas and oil) shall be identified and located in compliance with Colorado Senate Bill 18-167. All information received from utility companies shall be field verified and copies furnished to the City. A private locate company will be used for designating existing utilities along the project (Quality Level B). Design sequencing shall be coordinated to supply new or relocate existing utilities. The consultant shall prepare mapping for use in coordination of new utilities. It is not anticipated that the project will require a SUE plan and report based on the expected project impacts that do not exceed SUE thresholds (1000 contiguous square feet of excavation over 2' deep or any utility boring) will be required and providing a SUE plan has not been included in the base scope and fee but a contingency fee has been provided if a SUE plan is required based on the actual project activity.

All utilities that are potentially impacted by the project will require testholing/potholing. The consultant shall prepare final utility plans utilizing the testhole information and field locates. Final utility plans shall identify utility conflicts and provide a suggested relocation plan as required. The consultant shall coordinate with the utility companies for final relocation plans and specifications. Utility clearance letters will be required from all utility owners within the project limits.

Surveying of underground utilities via pothole/testhole excavation will be completed for this project. Utilities shall be located by potholes at each potential utility conflict point. All design activities and plans shall be compliant with Colorado Senate Bill 18-167. The

consultant will be responsible for utility investigation and preparation of agreements and required documentation to acquire a Utility clearance from CDOT Utilities.

3. Project Design

All drawings and designs shall be in accordance with the most current versions of the City's City of Arvada Engineering Code of Standards and Specifications and, as applicable, the Colorado Department of Transportation's (CDOT) Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction, latest edition, and Manual on Uniform Traffic Control Devices (MUTCD) as well as any other Federal, state, local, and City requirements. CDOT TAP processes and forms will be required to be followed by the consultant during design.

Designs shall conform to City and CDOT design standards.

3.1 Prepare 30% complete preliminary design drawings for Field Inspection Review (FIR).

A minimum 1"= 20' scale should be used. Plans should be prepared on half size (11"x17") sheets and be in CDOT format. The preliminary design may include, but not be limited to the following drawings:

- Title Sheet
- General Notes
- Typical Sections
- Roadway Plan and Profile
- Structural Plans for Pedestrian Bridge
- Signage and Striping plans (shown on roadway plans)
- Grading, Drainage and Utility Plans
- Drainage and Utilities Plans & Profiles
- ~~Landscape Plans~~ (Restoration is expected to be seeding and will be included in SWMP Plans)
- Recommended Construction Phasing
- Cross Sections every 25 ft

3.2 Prepare a preliminary cost estimate.

Bid Item Quantities (CDOT Standard Bid Items).

- The consultant shall calculate all plan quantities and prepare tabulations and Summary of Approximate Quantities sheets to be included in the construction plan set. Pay item numbers shall be consistent with CDOT standard pay items. The consultant shall not combine work items in an effort to minimize the number of pay items other than what is acceptable to industry standards.

3.3 Submit 20 sets of half-size (11"x17") of the preliminary design drawings to City and CDOT for distribution to utility companies and affected agencies for review before the FIR meeting.

3.4 Attend the FIR meeting, receive and discuss comments and prepare and distribute meeting minutes.

4. Right of Way

4.1 Appraisal and Right-of-Way Acquisition Services: The Consultant shall engage a professional right-of-way services firm (firm must be on CDOT's list of pre-qualified consultants) for the purpose of appraisal, negotiation, and acquisition of right-of-way and easements necessary for the project. All activities shall be performed in conformance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. Work to include, but not be limited to, coordination with City of Arvada Project Engineer, CDOT Right-of-way personnel, Consultant, appraiser, and affected property owners, performing appraisals or value findings in accordance with the CDOT appraisal manual, review of legal descriptions and appraisals, preparing offer letters and other necessary correspondence with property owners, conducting negotiations with each owner, coordinate and attend real estate closings, and litigation support, if necessary.

Current proposed fee does not include appraisals and provides value findings per Western States proposal dated 11/20/2020. A contingency amount has been added to cover these costs if determined necessary.

4.2 Title insurance and Closing Services: A Title Company shall be contracted to provide title insurance in the amount of the value of the parcel being acquired. Title insurance will not be necessary for certain easements where, at the discretion of the CDOT Region Right-of-Way Supervisor, it is determined that it is not cost effective to purchase the title insurance. However, in all cases a title commitment, with copies of all conveyance documents, shall be furnished to the City of Arvada along with a 5 year history of all changes in ownership to the property. The Title Company shall also provide automatic updates of any change in ownership during the acquisition process up to the date of closing.

The Title Company shall arrange for all necessary closings, and all related activities, including, but not limited to, escrow services, update title commitments as to the amount to be insured, satisfaction of liens, calculate final settlement figures and prepare all closing documents, except deeds, per instructions from Arvada staff. The Title Company shall disburse settlement funds as applicable and assist in recording title documents and issue a 1099-S to the property owner and the Internal Revenue Service (IRS) in accordance with Federal Law.

5. Final Design, Permits and Clearances

5.1 Final Design

Based on comments received at the FIR meeting, prepare final construction drawings (90% Final Office Review level), bidding documents, project special provisions (CDOT format), standard special provisions and final cost estimate. The final construction drawings shall include, but not be limited to, the following:

- Title Sheet
- Standard Plans List
- General Notes
- Typical Sections
- Summary of Approximate Quantities
- Quantity Tabulations
- Survey Tabulation Sheet
- Survey Control
- Removal and Reset Plans
- Erosion Control Plans
- Storm Water Management Plan
- Roadway Plans
- Roadway Profiles
- Structural Plans for Pedestrian Bridge
- Details Sheet
- Intersection Details
- Driveway Plan & Grading Details
- Curb Ramp Details
- Overall Utility Plan
- Utility Profiles
- Recommended Construction Phasing and Construction Traffic Control Plans Signing and Striping Plan
- CDOT Form 859 – Construction Schedule
- Traffic Signal Plans
- ~~Landscape Plans~~
- Hardscape Plans
- Cross Sections every 25 ft

This list may not include all of the necessary sheets or may include some sheets that are not applicable to this particular project. The plan sheets to be included shall be approved by the City of Arvada and CDOT.

5.2 Permits and Clearances

This activity is concurrent with final design and the consultant must complete obtaining permits prior to the advertisement for construction. Coordinate between the agencies, and prepare and submit application and design information to the appropriate agency for the following permits and clearances:

- CDOT Clearances
- Environmental
- Utility.
- Right of Way
- NPDES Storm Water Permit for Construction Activities
- State Historic Preservation Office (if needed)
- Special permits as required including CDOT and City permits

The environmental clearance work shall be completed to enable the City of Arvada to obtain environmental clearance from the Colorado Department of Transportation utilizing CDOT Form 128. The environmental clearance shall be completed before finalization of the design plans. The consultant shall compile all notes related to environmental resources that should be included in the final plans. All biological resources/wetlands, historic resources, archeology, and paleontology shall be summarized in a memo and notes shall be included in the final plans as necessary. Any additional work (such as Section 4(f) or 6(f) of the Department of Transportation Act) required for the clearances shall be completed and outlined in memos and, if required, on the final plan set.

The consultant will be responsible for preparing documents in accordance with the requirements of the current federal and state environmental regulations including the National Environmental Policy Act of 1969 (NEPA). For NEPA documentation the project may qualify as a Categorical Exclusion (Cat Ex) if necessary. All documents shall be in CDOT's format and presented to CDOT for review and submittal to FHWA for the following clearances as applicable:

- The consultant will be responsible for preparing documents in accordance with the requirements of the current federal, state and local agency environmental regulations including the National Environmental Policy Act of 1969 (NEPA). For NEPA documentation the project will likely qualify as a Categorical Exclusion (Cat Ex). All documents shall be presented to CDOT and the City of Arvada for review and CDOT's submittal to FHWA for the following clearances as applicable:

- Threatened or Endangered Species
- Wetlands
- Floodplain/Floodway Study and Mitigation
- Section 404 Permitting
- Mitigation/Wetland Findings
- Erosion Control Features
- Noxious Weeds
- Hazardous Materials
- Storm Water Discharge Permit Associated with Construction Activity (CDPS 5.2 Submit a pdf and 20 sets of half-size (11"x17") of the final construction drawings, "FOR

Set” and special provisions to City and CDOT for distribution to utility companies and affected agencies for review before the Final Office Review meeting.

5.3 Attend FOR meeting, receive and discuss comments and prepare and distribute meeting minutes.

5.4 Revise final construction plans and specifications per FOR comments and submit 20 sets of each for final FOR Concurrence review by CDOT and City.

5.5 After FOR concurrence, prepare AD Set of final construction plans and specifications and submit an electronic (pdf) file along with 10 hard copy sets of each.

5.6 Assist the City in obtaining the necessary clearances (ROW, Environmental, Utilities) from CDOT prior to project advertisement.

5.7 Provide two “Record Sets” of the final construction plans and specifications stamped and signed by the consultant project engineer(s).

6. Construction Administration (Not Included)

Exhibit 4

Contractor's Pricing Form dated 1/28/2021

City of Arvada – Alkire Street TAP (78th Street to 80th Street)

PRICING FORM

1/28/2021

I. Engineering Project Service Fees:

No.	Tasks Description	Estimated Total Task Hours	Total Task Cost
1	Meetings, Project Management & Coordination		\$ 25,239
	Project Kickoff Meeting	10	\$ 1,498
	Collect Available Relevant Info	12	\$ 1,447
	Progress Meetings	48	\$ 6,747
	Overall Project Management Services	94	\$ 13,048
	Subconsultant Coordination	14	\$ 2,499
2	Field Survey, Geotechnical and Utility Coordination		\$ 75,118
	2.1 Survey - Boulder Land Consultants		
	2.1a Utility Survey and Supplemental Survey	33	\$ 7,540
	2.1.b Parcel Mapping/ROW Plans/Legal Descriptions	147	\$ 21,485
	2.1.c Title Reports		\$ 3,300
	Consultant Survey Subtotal		\$ 32,325
	(Project Control/Roadway and Ditch Topo by City of Arvada)		
	2.2 Geotechnical Engineering	118	\$ 17,414
	2.3.a Utility Coordination & Plans	81	\$ 11,099
	2.3.b Utility Designating (QLB) - Kinetic		\$ 6,280
	2.3.c Utility Testholes - Kinetic		\$ 8,000
	Utility Subtotal (Without SUE Plans)		\$ 25,379
3	Preliminary Design		\$ 66,142
	3.1.a Preliminary Trail and Drainage Design	352	\$ 41,982
	3.1.b Preliminary Structures	136	\$ 16,490
	3.1 c Preliminary Traffic Design - Fox Tuttle	46	\$ 7,670
4	Right of Way - Western States	220	\$ 25,075
5	Final Design, Permits and Clearances		\$ 112,490
	5.1.a Final Trail and Drainage Design	440	\$ 50,449
	5.1.b Final Structures Design	216	\$ 26,177
	5.1.c Final Traffic Design - Fox Tuttle	20	\$ 3,280
	5.2.a Environmental Review & Clearances/SWMP	212	\$ 24,685
	5.2.b Cultural - Centennial	100	\$ 7,899
Overall Total Estimated Task Hours:		2,299	
Overall Total Task Design Project Amount:			\$ 304,063

I. Contingencies - Only to be used at written direction from the City of Arvada

2.3 SUE Plan Development if Required	\$ 20,733
3,5 Engineering Design Contingency	\$ 10,000
4 Right of Way Contingency	\$ 36,000
Total with Contingency	\$ 370,796

II. Cost of Services - Sub-Consultant Standard Fee Markup:

0.00%

III. Standard Hourly Rates of Services and Fees of Services:

See each firm's standard rates



RockSol's Schedule of Hourly Rates
For January 1 to December 31, 2021

RockSol Standard Fee Schedule

<i>Employee Classification/Years of Experience</i>	<i>Hourly Rate*</i>
Senior Project Manager	\$226.00
Senior Transportation Engineer	\$198.80
Senior Project Engineer	\$178.50
Senior Structural Engineer	\$198.80
Structural Engineer	\$119.20
Senior Geotechnical Engineer	\$189.00
Senior Geologist	\$128.80
Staff Engineer	\$119.20
Engineer-in-Training III	\$106.00
Engineer-in-Training II	\$98.50
Engineer-in-Training I	\$86.50
Engineering Student Intern	\$58.00
Environmental Manager	\$148.70
Environmental Specialist II	\$108.00
Environmental Specialist I	\$93.00
Const. Mgr/Inspector IV (20-25 yrs or PE 15 yrs)	\$149.70
Const. Mgr/Inspector III (10-20 yrs or PE 7 yrs)	\$128.40
Const. Mgr/Inspector II (3 to 10 yrs)	\$97.90
Const. Mgr/Inspector I (Less than 3 yrs)	\$79.50
Technician III (Lab or Field Manager)	\$99.80
Technician II (2 to 15 years)	\$87.00
Technician I (Less than 2 yrs)	\$65.30
Design Technician III	\$113.00
Design Technician II	\$94.50
Design Technician I	\$68.00
Graphic Designer	\$97.20
Project Control and Admin	\$88.50

**Note: rates are subject to escalation for subsequent calendar years*

- | | |
|--|-------------------------|
| • Mileage | Federal Government Rate |
| • Travel | At Cost |
| • Drilling | At Cost |
| • Outside Services | At Cost |
| • Public Involvement Supplies/Mailings | At Cost |

Alkire Trail - 78th to 80th
City of Arvada

Effort to Conduct Tasks needed to accomplish Scope of Work	RockSol Consulting Group						
	Senior Project Manager (hours)	Senior Project Engineer (hours)	Engineer-In-Training I (hours)	Environmental Specialist II (hours)	Project Control and Admin (hours)	Subtotal Hours	Subtotal Fee
Billing Rate	\$ 198.80	\$ 178.50	\$ 86.50	\$ 108.00	\$ 88.50		
Task 1 - Meetings, Project Management & Coordination	Westhusin	Rindal	Osborne	Blochowiak	Various		
A. Kickoff Meeting	4	2	4	0	0	10	\$ 1,498.20
i. Coordinate Meeting	2					2	\$ 397.60
ii. Attend Meeting	2	2	2			6	\$ 927.60
iii. Record Meeting Minutes			2			2	\$ 173.00
B. Collect Available Relevant Info/Develop Design Criteria/Project Quality	2	2	8	0	0	12	\$ 1,446.60
C. Progress Meetings	10	16	22	0	0	48	\$ 6,747.00
i. Check-In Meetings	8	12	6			26	\$ 4,251.40
ii. Meeting Minutes	2		8			10	\$ 1,089.60
iii. Schedule Updates		4	8			12	\$ 1,406.00
D. Overall Project Management Services	16	30	30	8	10	94	\$ 12,879.80
i. Gather Input/Involvement of City Personnel	2	4	8			14	\$ 1,803.60
ii. Maintain Communication w/ City's PM	4	12				16	\$ 2,937.20
iii. Coordinate Design Issues with City/Project Stakeholders		8	8			16	\$ 2,120.00
iv. Prepare Monthly Progress Reports/Invoces	8	4	10		10	32	\$ 4,054.40
v. Public Meeting Support	2	2	4	8		16	\$ 1,964.60
E. Subconsultant Coordination	0	14	0	0	0	14	\$ 2,499.00
Centennial - Archaeology						0	\$ -
Western States - ROW		5				5	\$ 892.50
BLC - Survey		5				5	\$ 892.50
Kinetics		2				2	\$ 357.00
Fox Tuttle - Traffic		2				2	\$ 357.00
Hours Sub-Total for Task defined above	32	64	64	8	10	178	
Engineering Fee Sub-Total for Task defined above	\$ 6,361.60	\$ 11,424.00	\$ 5,536.00	\$ 864.00	\$ 885.00		\$ 25,070.60

RockSol Labor Cost Subtotal: 178 \$ 25,070.60

Mileage 300 \$ 0.560 \$ 168.00

RockSol Other Direct Costs: \$ 168.00

RockSol PM Total Fee: \$ 25,238.60

Boulder Land Consultants, Inc.

Prepared By:



Boulder Land Consultants, Inc.

950 Laramie Blvd., Unit D

Boulder, Colorado 80304

Phone: 303-443-3616

www.blcsurveyors.com

Date Prepared: December 6, 2020

Date Revised: December 22, 2020

Date Revised: December 28, 2020

Date Revised: January 25, 2021

Date Revised: January 26, 2021

▼ **SCOPE OF WORK** ▼

2021 PROFESSIONAL LAND SURVEYING SERVICES

Prepared for:

RockSol Consulting Group, Inc.

Rod Rindal, PE

Project Location:

Alkire Street from 78th Avenue to 80th Avenue

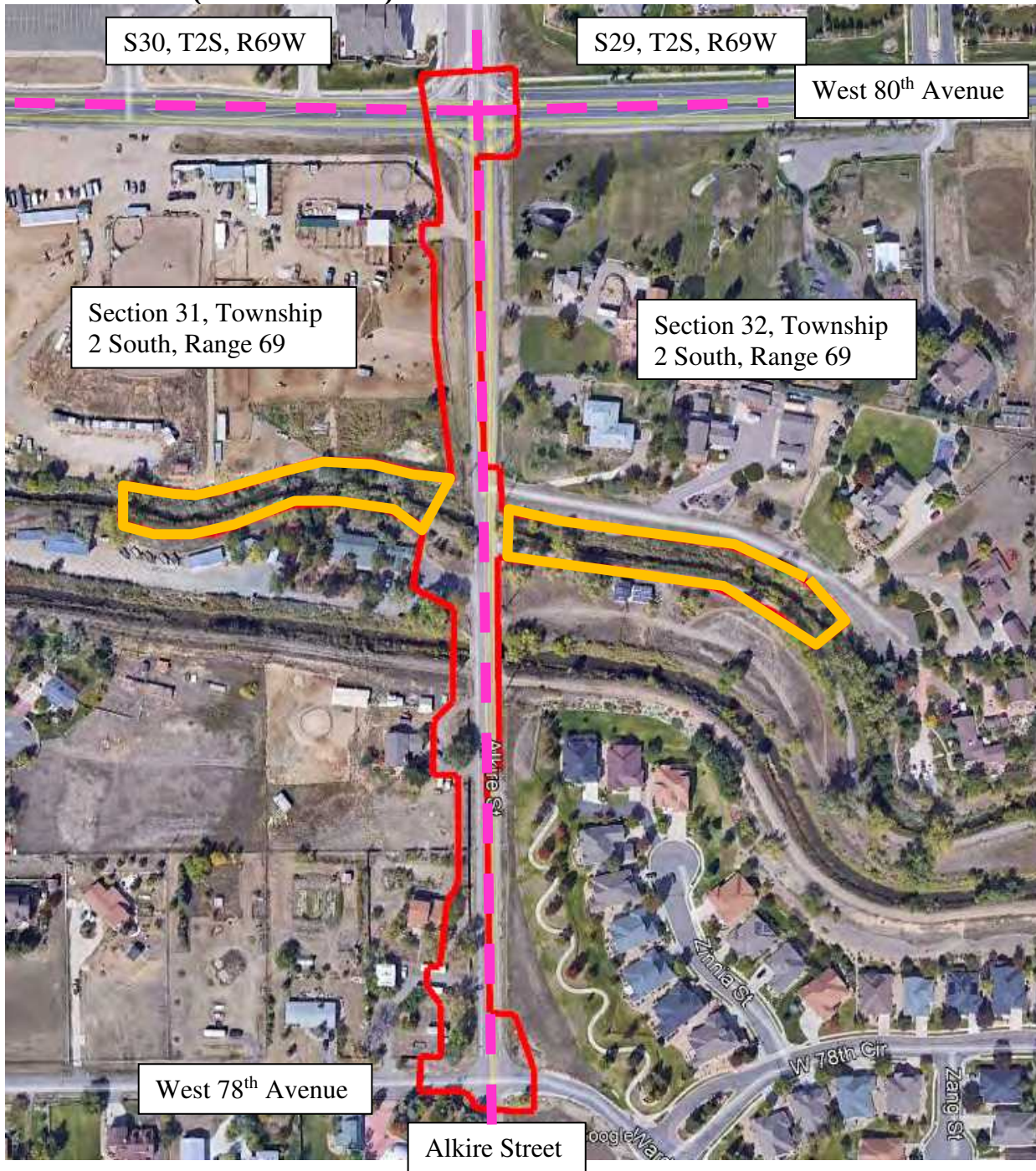
Arvada, Colorado

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▼ PROPOSED PROJECT SCOPE ▼

This project is located in Arvada, Colorado and spans from West 80th Avenue to West 78th Avenue, 1300 +/- feet along Alkire Street. Due to the corridor size of Alkire Street and project limits, our team will be utilizing a ground based survey approach rather than utilizing aerial photogrammetry or UAV methodologies.

Area of Interest (identified in red)



Horizontal and Vertical Control (BLC Task 1):

This task is to be performed by the City of Arvada. It is expected to meet CDOT Standards for geodetic control networks. Boulder Land Consultants, Inc. (BLC) shall tie-in to this control network and selectively verify accuracy and precision.

BLC will be required to review and confirm their control network. This will involve both office and field work. We anticipate full coordinating and communicating with the City of Arvada to obtain critical geodetic information as Boulder Land Consultants will be signing and certifying party for the Control Diagram; a standalone document embedded in the CDOT Right of Way Plan Set. See task 4 for more details.

Existing Conditions and Topographic Mapping along Alkire Street (Task 2):

This task shall be completed by the City of Arvada and is no longer a part of the proposed scope of work. No supplemental mapping by BLC is anticipated.

Existing Conditions and Topographic Mapping along Farmers Highline Ditch (Task 2A):

This task shall be completed by the City of Arvada and is no longer a part of the proposed scope of work. No supplemental mapping by BLC is anticipated.

Parcel Mapping (Task 3):

Parcel mapping shall be performed along the west side along Alkire Street (from the west line of shown Section 31 to the limits of the project areas to determine the Right-of-Way location. Parcel Mapping for Farmers Highline Ditch is not included herein. Boundary Surveying (Land Survey Plat or Improvement Survey Plat) as defined by State Statute shall not be performed at this time.

- Research for the Right of Way, adjoining properties and apparent easements
- Plotting the Right of Way, adjacent properties, and apparent easements
- Field work to search for ROW and property monuments as well as relevant PLSS monuments
- Existing property owners shall be identified, based on available information

Right of Way Plans (Task 4):

CDOT Right of Way (ROW) Plans may be required for this project. Proposed permanent easements and temporary easements will be shown on CDOT ROW Plans. BLC anticipates the project engineer to provide outlines for proposed permanent easements & temporary easements. Based on this provided data, ROW Plans and Legal Descriptions shall be produced for CDOT submission. BLC anticipates six (6) permanent and/or temporary easements. A Control Diagram will be required as a part of ROW plans. This will be submitted separately from the Plan Set.

BLC anticipates two (2) iterations to be submitted to CDOT; Preliminary and Final. (Control Diagram required as a part of ROW plans). Once accepted by CDOT, ROW Plans shall be deposited with the appropriate County Office.

Utility Data Acquisition (Task 5):

It is anticipated that underground utility delineators will be engaged to mark utility lines within the Project Area as identified above (performed by others, not included in this scope). BLC will locate marked lines and reflect them in the mapping. BLC anticipates utility delineators will mark the following utilities: fiber optic, telecommunications, gas, CATV, water and electric.

Boulder Land Consultants, Inc.

Utility locates and manhole inverts are required for this project. Manholes, storm inlets and other drainage features shall be observed and invert elevations shall be collected to the best of our ability. Size and type of pipes shall be identified to the best of our ability. Unless OSHA requirements are met, no storm or sanitary sewer features will be entered. The bridge/culvert features for the canals crossing passing under Alkire Street shall be sketched and critical elevations shall be differentially leveled to. Sketches and photos shall be included as a part of the deliverable.

We request that RockSol provide utility information as available from the City of Arvada.

Easement/Acquisition Documentation (Task 6):

Six (6) Temporary Easements and/or Permanent Easements are anticipated for this project. Descriptions for permanent easements and temporary easements shall be created per CDOT standard. This is a two or more page document in a pdf format signed and sealed by a licensed professional surveyor. The turnaround for this deliverable is 2-4 weeks depending on the complexity and number of descriptions/exhibits requested.

Title Report (Task 7):

It is anticipated that title reports are needed for this project. BLC shall engage Fidelity National Title Company to perform this task. Their fee per title commitment is \$550. Then number of title reports presently needed are estimated to be six (6) total.

QL A Utility & Supplemental Survey (Task 8)

Subsequent data collection and deliverables are anticipated. Upon completion of the conceptual engineering design, test holes and potholing events may commence. Our team will be poised to promptly collect this critical data. This deliverable is typically a CAD file with these points along with surface elevations. A quick turnaround would be anticipated for this request.

Assumptions:

BLC shall coordinate with Rocksol Consulting Group, Inc. regarding traffic control as required, however traffic control fees are not included in this scope.

Subconsultant fees are not included in this estimate.

City of Arvada will create a control network meeting CDOT Standards.

City of Arvada will fully cooperate and provide necessary geodetic files. This includes point information, northing, easting, elevation, latitude, longitude, and additional geodetic details of the coordinate system. If available, BLC requests Trimble Job File(s) and Trimble Business File(s).

Boulder Land Consultants, Inc.

Estimated Cost Per Task:

Task 1:	Horizontal and Vertical Control	\$ 1,260
Task 2:	Existing Conditions Topographic Mapping: ----- (Alkire Street)	
Task 2A:	Existing Conditions Topographic Mapping: ----- (Farmers Highline Ditch)	
Task 3:	Parcel Mapping	\$ 9,505
Task 4:	CDOT ROW Plan Set	\$ 7,480
Task 5:	Utility Data Acquisition	\$ 3,280
Task 6:	Easement Descriptions/Exhibits	\$ 4,500
Task 7:	Title Reports	\$ 3,300
Task 8:	Contingency	\$ 3,000

TOTAL	\$32,325
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Deliverables:

Initial Topographic Mapping, Utility Delineation(s), and Parcel Mapping shall be provided in an AutoCAD file generated in Civil 3D 2019 (saved as 2017) containing points captured, a triangulated irregular network (TIN), contours (one foot contour interval), easements, Right of Way lines (as indicated above), property lines and other physical features outlined above. One CAD file will be provided on the aforementioned modified state plane coordinate system (ground).

CDOT ROW Plan Set as described hereon shall be a signed and sealed pdf deliverable. Easement Descriptions produced for this project shall be signed and sealed documents provided in a pdf format.

Timeframes:

This project is anticipated to span over several months. Due to the nature of this project, an accurate timeframe for surveying services cannot be provided in this proposal. Once the project nears commencement, timeframes for all tasks can be more accurately estimated.

Respectfully Submitted,

Jason Emery, PLS
President, Boulder Land Consultants, Inc.
950 Laramie Blvd Unit D
Boulder, CO 80304
Jason@BLCsurveyors.com
303.443.3616

BOULDER LAND CONSULTANTS, INC.



JOB CHECKLIST AND ESTIMATOR (2021)

Project: Alkire Street, Arvada, Colorado
Description: Surveying Services to support Engineering
Prepared for: RockSol Consulting Group, Inc.
Comments: Project Summary
Date: Tuesday, January 26, 2021

2.1a Control, Topo/Utility Survey, and Parcel Mapping

<u>Task 1 - Horizontal and Vertical Control</u>	<u>Estimated Hours</u>	<u>Job Required</u>	<u>Rate</u>	<u>Task Fee</u>
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GPS Control Work - By City of Arvada

Horizontal and Vertical Control	5	Field Crew with Robotics/GPS	\$ 160.00	\$ 800.00
	4	Survey Director	\$ 115.00	\$ 460.00
	9		Subtotal	\$ 1,260.00

<u>Task 2 - Alkire Topographic Mapping</u>	<u>Estimated Hours</u>	<u>Job Required</u>	<u>Rate</u>	<u>Task Fee</u>
	0	By City of Arvada	Subtotal	\$ -

<u>Task 2A - Farmers Highline Topographic Mapping</u>	<u>Estimated Hours</u>	<u>Job Required</u>	<u>Rate</u>	<u>Task Fee</u>
	0	By City of Arvada	Subtotal	\$ -

<u>Task 5 - Utility Data Acquisition</u>	<u>Estimated Hours</u>	<u>Job Required</u>	<u>Rate</u>	<u>Task Fee</u>
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Field work for Utility Identification	16	Field Crew with Robotics/GPS	\$ 160.00	\$ 2,560.00
Observations of marked utility lines. Collecting invert information on sanitary and sewer manholes. Sketches of outlined features				
Office work to support	8	Survey Technician	\$ 90.00	\$ 720.00
Reviewing utility information publically available, provided by RockSol and observed.				
	24		Subtotal	\$ 3,280.00

<u>Task 8, QL A Utility, Supplemental</u>	<u>Estimated Hours</u>	<u>Job Required</u>	<u>Rate Per Document</u>	<u>Task Fee</u>
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QLA Utility, Supplemental Survey				\$ 3,000.00
			Subtotal	\$ 3,000.00

2.1a Control, Topo/Utility Survey, and Parcel Mapping Subtotal	33			\$ 7,540.00
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2.1.b Parcel Mapping/ROW Plans/Legal Descriptions

<u>Task 3 - Parcel Mapping</u>	<u>Estimated Hours</u>	<u>Job Required</u>	<u>Rate</u>	<u>Task Fee</u>
Field work for Parcel Mapping Search/observe PLSS & Property corners	40	Field Crew with Robotics/GPS	\$ 160.00	\$ 6,400.00
Research & Review: Site visit, checks, QC, Senior Review	27	Survey Director	\$ 115.00	\$ 3,105.00
	67		Subtotal	\$ 9,505.00

<u>Task 4: CDOT Right-of-Way Plan Set</u>	<u>Estimated Hours</u>	<u>Job Required</u>	<u>Rate</u>	<u>Task Fee</u>
ROW Plans ROW Plan Set per CDOT standards. Includes Control Diagram, etc.	60	Survey Director	\$ 90.00	\$ 5,400.00
Review Review of ROW Plan Set by staff	12	Survey Technician	\$ 80.00	\$ 960.00
Review Review of ROW Plan Set by Principal	8	Principal Surveyor	\$ 140.00	\$ 1,120.00
	80		Subtotal	\$ 7,480.00

<u>Task 6 - Easement/Acquisition Documentation</u>	<u>Estimated Hours</u>	<u>Job Required</u>	<u>Rate Per Document</u>	<u>Task Fee</u>
Easement/Acquisition Documents CDOT Style Easement/Acquisition description. Review of documents.	6	Flat fee per document	\$ 750.00	\$ 4,500.00
			Subtotal	\$ 4,500.00

**2.1.b Parcel Mapping/ROW Plans/Legal
Descriptions Subtotal****147****\$ 21,485.00**

<u>Task 7 - Title Reports</u>	<u>Estimated Hours</u>	<u>Job Required</u>	<u>Rate Per Document</u>	<u>Task Fee</u>
2.1.c Title Reports	6	Flat fee per document	\$ 550.00	\$ 3,300.00

Subtotal \$ 3,300.00**Project Total \$ 32,325.00**

RockSol Consulting Group, Inc.
Estimate for Geotechnical Engineering Services
City of Arvada - Alkire Street - 78th to 80th

Prepared: December 22, 2020

General Scope: Geotechnical Investigation with 2 boreholes for new pedestrian bridge, 4 shallow soil borings for trail pavement design, 4 pavement cores of existing pavement. The pedestrian bridge boreholes will be drilled to depths of 35 feet below existing grade.

Labor	Hours	Rate/Hour	Total Estimated Fee
Engineering Geologist (Note 1) - Ryan Lepro	12	\$128.80	\$1,545.60
Senior Pavement Design Engineer - Jay Goldbaum	6	\$189.00	\$1,134.00
Senior Geotechnical Engineer (Note 2) - Don Hunt	6	\$189.00	\$1,134.00
Geotechnical Engineering Staff (Note 1) - Various	40	\$98.50	\$3,940.00
Administration Average Rebecca and Penny	4	\$88.50	\$354.00
Drafting - Sophie Scott	6	\$98.50	\$591.00
Lab Manager - Joe Medina	4	\$99.80	\$399.20
Technician II (Note 3) Brad	40	\$87.00	\$3,480.00
Total Labor	118		\$12,577.80

Note 1: Borehole location marking and utility locate/clearance coordination, ROW permit submittals, logging boreholes, and report preparation.

Note 2: Includes geotechnical evaluation oversight and report review.

Note 3: Performs RockSol in-house laboratory testing of samples obtained from geotechnical boreholes

Other Direct Costs

Drilling (2 Boreholes to Approximate Depth of 35 ft with a Truck Mounted Drill Rig).	\$1,500.00
Vehicle Mileage (150 miles at \$0.56/mile)	\$84.00
Traffic Control (with flaggers)	\$2,000.00
Borehole Backfill Materials	\$50.00
Pavement Cores (4)	\$600.00
Outside Laboratory Testing (R-Values[2])	\$600.00
Total Other Direct Cost	\$4,836.25

Total for Geotechnical Tasks (Note 4) \$17,414.05

Note 4: Geotechnical investigation does not include field survey of boreholes by RockSol or obtaining private property right of entry. Field survey of geotechnical boreholes to be performed by prime consultant or project surveyor.

**Arvada Alkire Street 78th Ave to 80th Ave
City of Arvada**

Effort to Conduct Tasks needed to accomplish Scope of Work	Senior Project Engineer (hours)	Engineer-In-Training I (hours)			Subtotal Hours	Subtotal Fee
Billing Rate	\$ 178.50	\$ 98.50				
Utility Coordination & Plans	Miller	Dane				
a) Submit SUE ticket with 811		2			2	\$ 197.00
b) Obtain utility location maps and incorporate into plans (Level D)	1	4			5	\$ 572.50
d) Conduct project designating of utilities	2				2	\$ 357.00
e) Incorporate designating information into plans (Level B)	0.5	4			4.5	\$ 483.25
h) Perform test holes at locations of utility conflicts	2	8			10	\$ 1,145.00
i) Incorporate test hole info into plans	1	4			5	\$ 572.50
j) Develop utility conflict matrix	2	1			3	\$ 455.50
k) Meet with utility companies that are in conflict with design	12				12	\$ 2,142.00
l) Initiate the re-location process	4				4	\$ 714.00
m) Incorporate relocated utilities into plans (survey)	0.5	4			4.5	\$ 483.25
n) Develop utility specifications	2	2			4	\$ 554.00
o) 90% utility plans & specifications	4	8			12	\$ 1,502.00
p) Sign off letter to all utility companies	2	1			3	\$ 455.50
q) Finalize utilities clearance	4				4	\$ 714.00
r) Finalize utility plans and specifications	2	4			6	\$ 751.00
Hours Sub-Total for Task defined above	39	42	0	0	81	
Engineering Fee Sub-Total for Task defined above	\$ 6,961.50	\$ 4,137.00	\$ -	\$ -		\$ 11,098.50

RockSol Labor Cost Subtotal:	81	\$ 11,098.50
Mileage	\$ 0.560	\$0.00
Private utility designating (Kinetic)	\$ -	\$6,280.00
Testholing (Kinetic) (8 each x \$1000 €	\$ -	\$8,000.00
	\$ -	\$0.00
RockSol Other Direct Costs:		\$ 14,280.00
RockSol Total Fee:		\$ 25,378.50

Arvada Alkire Street 78th Ave to 80th Ave
City of Arvada

RockSol Consulting Group						
Effort to Conduct Tasks needed to accomplish Scope of Work	Senior Project Engineer (hours)	Engineer-In-Training II (hours)	Construction Manager/Inspector III		Subtotal Hours	Subtotal Fee
Billing Rate	\$ 178.50	\$ 98.50	\$ 128.40			
Utility Coordination & Plans - Additional Contingency Work for SUE Plans	Miller	Dane	Sipnefski			
a) Submit SUE ticket with 811		0			0	\$ -
b) Obtain utility location maps and incorporate into plans (Level D)		4			4	\$ 394.00
c) Site visit and incorporate into plans (Level C)					0	\$ -
d) Conduct project designating of utilities			4		4	\$ 513.60
e) Incorporate designating information into plans (Level B)	2	6	2		10	\$ 1,204.80
f) Meet with utility companies & verify utility locations	2		2		4	\$ 613.80
g) Meet with design team to discuss conflicts	2				2	\$ 357.00
h) Perform test holes at locations of utility conflicts	6		16		22	\$ 3,125.40
i) Incorporate test hole info into plans (Level A)	2	12	4		18	\$ 2,052.60
j) Develop utility conflict matrix	2	3	4		9	\$ 1,166.10
k) Meet with utility companies that are in conflict with design	8		20		28	\$ 3,996.00
l) Initiate the re-location process		2	2		4	\$ 453.80
m) Incorporate relocated utilities into plans (survey)	2	8	2		12	\$ 1,401.80
n) Develop utility specifications	4	2	4		10	\$ 1,424.60
o) 90% utility plans & specifications	0	8	2		10	\$ 1,044.80
p) Sign off letter to all utility companies	0	3	4		7	\$ 809.10
q) Finalize utility report and utilities clearance	4	2	2		8	\$ 1,167.80
r) Finalize utility plans and specifications	2	4	2		8	\$ 1,007.80
Hours Sub-Total for Task defined above	36	54	70	0	160	
Engineering Fee Sub-Total for Task defined above	\$ 6,426.00	\$ 5,319.00	\$ 8,988.00	\$ -		\$ 20,733.00

Alkire Trail - 78th to 80th
City of Arvada

Effort to Conduct Tasks needed to accomplish Scope of Work	RockSol Consulting Group							Subtotal Hours	Subtotal Fee
	Senior Project Manager (hours)	Senior Project Manager (hours)	Senior Project Engineer (hours)	Engineer-In-Training I (hours)	Engineer-In-Training II (hours)	Engineer-In-Training II (hours)	Engineer-In-Training III (hours)		
Billing Rate	\$ 198.80	\$ 226.00	\$ 178.50	\$ 86.50	\$ 98.50	\$ 98.50	\$ 106.00		
Task 3 - Preliminary Design	Westhusin	Wessell	Rindal	Osborne	Jensen	Dane	DeWitt		
3. Preliminary Trail Design	6	40	45	166	67	28	0	352	\$ 41,981.80
Obtain Permission for Entry for Survey Access - 6 properties	0	0	0	6	0	0		6	\$ 519.00
Input, Check, and Plot Survey Data	0	0	0	4	0	0		4	\$ 346.00
Geotech Coordination	0	0	2	2	0	0		4	\$ 530.00
Prelim Trail Design	0	3	8	44	0	0		55	\$ 5,912.00
Design Incorporation/Coordination	0	0	4	16	8	8		36	\$ 3,674.00
3.1. Prepare Set of Preliminary Plans									
Title Sheet, Standard Plans List, General Notes	0	0	1	12	0	2		15	\$ 1,413.50
Typical Sections	0	0	4	8	0	0		12	\$ 1,406.00
Geometric Data	0	0	0	4	0	0		4	\$ 346.00
Drainage Analysis/Design	0	14	1	4	32	0		51	\$ 6,840.50
Trail Plan & Profiles	0	0	2	12	0	0		14	\$ 1,395.00
Cross-Section Sheets	0	0	2	8	0	0		10	\$ 1,049.00
Traffic Control, Detour, & Construction Phasing Plans	0	0	2	8	0	2		12	\$ 1,246.00
Cost Estimate/Prel. Quantities	0	0	2	10	4	0		16	\$ 1,616.00
Coordinate with Affected Properties/Irrigation Companies	0	4	6	8	12	0		30	\$ 3,849.00
Develop Schedule for Estimated Construction Contract Time	0	0	4	0	0	0		4	\$ 714.00
RockSol QMS	3	16	4	16	8	16		63	\$ 8,674.40
FIR Meeting	3	3	3	4	3	0		16	\$ 2,451.40
Task 5 - Final Design	Westhusin	Wessell	Rindal	Osborne	Jensen	Dane	DeWitt		
5. Final Trail Design	7	40	46	204	75	58	10	440	\$ 50,449.10
Revise Plans Based on FIR Comments and Information	0	0	4	20	8	8		40	\$ 4,020.00
Title Sheet, Standard Plans List, General Notes	0	0	2	8	4	0		14	\$ 1,443.00
Final Typical Sections	0	0	2	6	0	0		8	\$ 876.00
Final Cost Estimate	0	0	2	8	2	2		14	\$ 1,443.00
Final Roadway Geometry Plans	0	0	0	2	0	0		2	\$ 173.00
Final Drainage Analysis and Design	0	18	1	8	36	0		63	\$ 8,484.50
Final SAQ & Tabs	0	0	2	12	2	8		24	\$ 2,380.00
Final Plan & Profiles - Trail, Roadway, Driveways	0	0	2	12	0	0		14	\$ 1,395.00
Prepare Detail Sheets (as needed; curb ramps, etc)	0	0	2	14	2	2		20	\$ 1,962.00
Prepare Signing and Striping Plans	0	0	2	2	0	6		10	\$ 1,121.00
SWMP Base Sheets and Limits	0	0	1	8	0	0		9	\$ 870.50
Final Cross Section Sheets	0	0	1	8	0	0		9	\$ 870.50
Structure Coordination	0	0	2	8	0	0		10	\$ 1,049.00
Incorporate Ped Bridge, Hydraulic & RRFB Signal Designs	0	0	4	12	2	0		18	\$ 1,949.00
Develop Bid Specifications	0	2	3	12	4	0		21	\$ 2,419.50
Final Traffic Control & Construction Phasing Plans	0	0	4	12	0	8		24	\$ 2,540.00
FOR Meeting	3	0	3	3	3	0		12	\$ 1,686.90
RockSol QMS/Constructability Review	2	20	4	16	4	16	10	72	\$ 10,045.60
Post-FOR Revisions & Construction Bid Docs	2	0	4	32	8	8		54	\$ 5,455.60
Advertise Documents	0	0	1	1	0	0		2	\$ 265.00
Hours Sub-Total for Task defined above	13	80	91	370	142	86	10	792	
Engineering Fee Sub-Total for Task defined above	\$ 2,584.40	\$ 18,080.00	\$ 16,243.50	\$ 32,005.00	\$ 13,987.00	\$ 8,471.00	\$ 1,060.00		\$ 92,430.90

RockSol Labor Cost Subtotal: 792 \$ 92,430.90

Alkire Trail - 78th to 80th City of Arvada							
Effort to Conduct Tasks needed to accomplish Scope of Work	RockSol Consulting Group						
	Senior Bridge-Structures Engineer (hours)	Bridge-Structures Engineer (hours)	Bridge-Structures Engineer (hours)	Senior CADD Technician (hours)	Project Control and Admin (hours)	Subtotal Hours	Subtotal Fee
Billing Rate	\$ 198.80	\$ 119.20	\$ 119.20	\$ 113.00	\$ 88.50		
Task 3.1 - Preliminary Design	Merklinger	Dada	Adams	Gonzales	Lenart		
3.1 Preliminary Structures Design	7	84	4	40	1	136	\$ 16,489.70
1. Croke Canal bridge: determine configuration for widened sidewalk, impacts to existing bridge girders. Determine feasibility to replace existing bridge rail with Bridge Rail Type 10R MASH.	1	12		2		15	\$ 1,855.20
2. Croke Canal bridge: Layout drawing, Structure Selection Memo	2	20		12		34	\$ 4,137.60
3. Ped bridge over Farmers Highline Canal: determine feasible abutments, evaluate alternatives, coordinate with hydraulics, prepare superstructure layout drawing.	2	24		24		50	\$ 5,970.40
4. Ped bridge over Farmers Highline Canal: Structure Selection Memo	1	20				21	\$ 2,582.80
5. Structure prelim quantities, unit costs, coordinate with overall project		4				4	\$ 476.80
6. RockSol QMS	1	1	4	2	1	9	\$ 1,109.30
3.5. FIR Meeting		3				3	\$ 357.60
Task 5.1 - Final Design	Merklinger	Dada	Adams	Gonzales	Lenart		
5.1. Final Structure Design	11	109	32	62	2	216	\$ 26,177.00
1. Croke Canal bridge: design calculations for sidewalk widening, Bridge Rail Type 10R MASH. Prepare plans.	1	20		24		45	\$ 5,294.80
2. Croke Canal bridge: plans check, independent design check	2		6	2		10	\$ 1,338.80
3. Croke Canal bridge: load rating due to sidewalk and bridge rail replacement	1	16				17	\$ 2,106.00
4. Ped bridge over Farmers Highline Canal: design calculations for abutments, foundations, estimated superstructure reactions, bearings. Evaluate existing wingwalls for superimposed loads. Prepare plans. Prepare spec for superstructure fabrication.	4	64		28		96	\$ 11,588.00
5. Ped bridge over Farmers Highline Canal: plans check, independent design check.	2		24	4		30	\$ 3,710.40
6. Two independent sets of quantities, resolved within tolerance, unit costs, coordinate with oerall project		2	2			4	\$ 476.80
5.3. FOR Meeting, evaluate comments		3			2	5	\$ 534.60
5.4. Revise plans to incorporate FOR comments into final plans	1	4		4		9	\$ 1,127.60
Hours Total for Structures Discipline	18	193	36	102	3	352	
Engineering Fee Sub-Total for Structures Discipline	\$ 3,578.40	\$ 23,005.60	\$ 4,291.20	\$ 11,526.00	\$ 265.50		\$ 42,666.70

Assumes that Farmers Highline bridge will not be modified	RockSol Labor Cost Subtotal:	352	\$ 42,666.70
	\$ 0.560		\$0.00
	\$ -		\$0.00
	RockSol Other Direct Costs:		\$ -
	RockSol Total Fee:		\$ 42,666.70

MEMORANDUM

To: Rod Rindal, PE, RockSol Consulting Group

From: Wesley Dismore, PE, Fox Tuttle Transportation Group

Date: January 21, 2021

Project: Alkire St Pedestrian Improvements, Arvada, CO

Subject: Preliminary Scope and Fee

The Fox Tuttle Transportation Group (FT) is pleased to submit the following scope of work and fee estimate for professional services related to the Alkire St Pedestrian Improvements project. It is our understanding that the project will involve the preparation of preliminary design and final construction documents for approximately 1300 linear feet of detached pedestrian trail along the west side of Alkire St between 78th Ave and 80th Ave in Arvada, CO. Fox Tuttle anticipates that our scope of work will include providing design support in developing and evaluating alignment refinements for the pedestrian trail as well as the design of a Rectangular Rapid Flashing Beacon (RRFB) at 78th Ave. We propose to furnish the traffic engineering services necessary to complete the following tasks:

- **Task 1: Project Management**
- **Task 2: Pedestrian Improvements Design Support**
- **Task 3: RRFB Preliminary Design**
- **Task 4: RRFB Final Design**

The following memorandum outlines our proposed scope of work for the tasks listed above.

Task 1: Project Management

FT staff will attend project development, coordination, and/or update meetings on a basis as determined to be necessary by the RockSol Project Manager (PM). In addition, FT anticipates that one staff member will attend virtual meetings with the City of Arvada or Colorado Department of Transportation (CDOT) including the design scoping review meeting, Field Inspection Review (FIR), and Final Office Review (FOR). FT will provide the PM with monthly progress reports outlining the tasks that have been completed during the preceding period and updating the PM on progress that is anticipated to be made in the ensuing month. FT staff will attend any additional ad-hoc or informal meetings as requested by the PM.

Task 2: Pedestrian Improvements Design Support

FT staff will support RockSol staff in the development of the alignment of the proposed off-street pedestrian trail along Alkire St. FT will consult on the development, analysis, and selection of alternative alignments with reference to supporting documents or best practices where necessary. FT will provide recommendations for any signing and striping necessary to establish compliance with the Manual on Uniform Traffic Control Design (MUTCD) and any other applicable standards and reference documents. FT will also consult with the project team on what improvements are necessary to meet the requirements of the Americans with Disabilities Act (ADA). This analysis will not include the alignment of bicycle facilities.

Task 3: RRFB Preliminary Design

Using topographical survey data provided by RockSol, FT will prepare preliminary design drawings for the 30% Design/FIR level. The RRFB plan set is anticipated to include one page each for Traffic Signal Notes, Quantities and Legend, Traffic Signal Plan, and will reference CDOT standard drawings. FT will also prepare a separate Engineer's Estimate of Probable Cost (EEOPC) for the RRFB and submit it in Excel format. This task will include a round of revisions, to address comments from CDOT and/or the City, and resubmittal at the preliminary/FIR level.

Task 4: RRFB Final Design

FT will prepare final design drawings at the 90% Design/FOR level. It is anticipated that all Subsurface Utility Engineering (SUE) will have been completed prior to commencing Task 4 and that the results will be available for incorporation into the final design. No additional plan sheets are anticipated to be created for this task. This task will include sufficient revisions to address all comments by the City and CDOT and resubmittal as required to satisfy the project objective of providing complete construction drawings.

Estimated Schedule

Based on the attached cost breakdown it is estimated that the tasks outlined above can be completed on a time-and-materials basis with a not-to-exceed fee of **\$10,950**. Requests to complete tasks in addition to those outlined in the scope of work can be undertaken on a time and materials basis according to the hourly rates provided or the direct cost of any subcontracted services. We look forward to working with you on this project. Please contact me if you should have any questions regarding the contents of the proposal or need additional information.

Sincerely,

FOX TUTTLE TRANSPORTATION GROUP, LLC



Wesley Dismore, PE
Transportation Engineer

Attachment: Hourly and Cost Breakdown per Task

Fox Tuttle Transportation Group - Professional Services Fee Estimate

1/27/2021

Project: Alkire St Pedestrian Improvements

		Staff Hours and Fees					Task Subtotal
		Steve Tuttle, Principal I	Wesley Dismore, Transp. Eng. II	Reimbursable Expenses			
Task	Description	\$	\$	Travel (mileage, parking, etc.)	Reproductions, Printing, Courier	Subconsultants	
3.1.c	Project Management	4	8				\$ 2,040
3.1.c	Pedestrian Improvements Design Support	4	2				1110
3.1.c	RRFB Preliminary Design	4	24				4520
5.1	RRFB Final Design	4	16				3280
Staff Total - Hours		16	50	Total			\$ 10,950

3.1.c, 5.1.c Traffic Design



WESTERN STATES

Land Services, LLC

Acquisition and Relocation Specialists

505 North Denver Avenue
Loveland, Colorado 80537
(970) 667-7602 · Metro (303) 938-1414

November 20, 2020

Rod Rindal, P.E.
Senior Transportation Engineer
RockSol Consulting Group
12076 Grant Street
Thornton, CO 80241

RE: City of Arvada – Alkire Street TAP Grant

Dear Mr. Rindal;

Please accept this letter as our brief proposal and cost estimate to provide consulting acquisition services for the City of Arvada regarding the above referenced Project. Based on the information you have provided it is our understanding that the City has plans to construct trail, roadway and bridge improvements on Alkire Street between West 78th Avenue and West 80th Avenue. This project will receive federal funding and therefore the acquisitions must conform to the Uniform Act.

PROJECT DESCRIPTION

Based on our review of the RFP and the information you have provided, we anticipate the Alkire Street improvements will require four partial acquisitions from four separate landowners. We also expect the need to obtain some form of crossing agreement from two separate ditch companies. We do not anticipate any relocation as a part of this Project.

SCOPE OF SERVICES

In order to perform the necessary right of way acquisition, Western States will perform the following services:

- A. Meetings and general coordination / research: Western States is available to meet with the appropriate City representatives and co-consultants as necessary in order to assemble the basic building blocks of the right of way acquisition program. We will prepare a spreadsheet to document and track the right of way acquisitions throughout our services. We will meet with the City and project representatives to properly coordinate the acquisition efforts as necessary. We also anticipate several meetings with landowners as we negotiate for the right of way. Due to the current Covid 19 restrictions in the State of Colorado we will attempt to minimize the number of in-person meetings and instead use web based meeting platforms, email and telephone calls as much as possible.
- B. Title: It is our understanding that title will be provided to us by other members of the project team.
- C. Valuation: For the purposes of this proposal we will assume that an appraisal will be necessary for each of the four acquisitions. If it is determined that a waiver valuation will be sufficient, Western States can perform those in house at a significantly lower cost. Western States will subcontract with a CDOT

qualified third party appraiser to complete the appraisals. We will also contract with a review appraiser from CDOT's prequalified list of review appraisers to review the reports and provide FMV's. In order to complete any necessary waiver valuations we will research comparable sales information and review any sales data that may have been provided in an appraisal to establish appropriate unit values. Once a waiver valuation is complete we will provide same to CDOT Region 1 and the City for review and approval.

- D. Preparation of Documentation: Western States will prepare standard letters and conveyance documents in the format provided by the City and present them to the subject property owners. The Notice of Interest to Acquire and/or offer letters will be delivered by hand or mailed, Certified Return Receipt. Once valuations are completed, Western States will prepare and deliver standard Offer letters. If offers are not accepted, Western States will prepare and deliver final offers after discussing with the City. All documentation will be prepared in accordance with CDOT policies and will be submitted to Region 1 at the conclusion of the acquisition phase so that ROW clearance can be obtained.
- E. Negotiations: Once the Notices have been issued, Western States will attempt to meet with each property owner and/or their representatives in an effort to establish "good faith" negotiations and resolve the acquisition by voluntary settlement. Typically, federal and CDOT policies require that the negotiations remain open for at least 30-days in order to allow a reasonable opportunity for the property owner to consider and negotiate the City's Offer. During these negotiations, we will maintain current communication with the City regarding the status of the negotiations and any issues that may arise. At the conclusion of the 30-day negotiation period, in the event any right of way remains to be acquired, we will review with the City the status of the negotiations and the potential to obtain same through continued voluntary negotiations. A Final Offer may be issued at this time. If we believe that the negotiations are reaching a point of impasse with either property owner, we will review the specific circumstances with the City and request guidance as to whether or not the City wishes to pursue the acquisition of the right of way through condemnation or consider alternatives. When appropriate, we can request that a property owner consider an interim Possession Agreement that will provide the City with the rights to occupy the area necessary for the project construction while negotiations continue.
- F. Closings: Upon obtaining executed Agreements, the documentation will be forwarded to the City for final review and approval. Executed IRS W-9 forms will accompany signed Agreements from the property owners in order to facilitate payment requests. Western States will provide the City with a complete set of acquisition documents and can act as the City's closing agent to deliver payment in exchange for a signed closing statement and receipt. If title insurance is necessary we can coordinate closings through the title company.
- G. Condemnation: If it is determined that the City must seek acquisition of any parcel through condemnation, Western States will be available to provide support to the City's legal counsel including testimony in District Court relative to our negotiations in order to provide for immediate possession of the necessary property interests.
- H. Right of Way Clearance: We will prepare a right of way clearance letter to be signed by the City. We will prepare clearance packets for each landowner and provide them to CDOT Region 1 in order to obtain right of way clearance for the Project.

SERVICES TO BE PROVIDED BY OTHERS

It is our understanding that the City or other consultants will provide the following services:

- A. Engineering and design information, including necessary construction and right of way plans.
- B. Title commitments
- C. Surveys and legal descriptions including individual descriptions and exhibits for each partial acquisition.
- D. Field staking as necessary of the areas to be acquired for review with the property owner / representative.
- E. Legal assistance and advice relating to legal matters that may be raised during the negotiations, including contracts, contractual terms and the like.

- F. Third Party Appraisals
- G. City approved documentation as referenced above.

COST ESTIMATE

In order to perform the services delineated above, Western States provides the following estimate based on acquisitions from four (4) separate property ownerships and two (2) ditch companies:

Acquisition

Project Manager	45 hours x \$100 per hour	\$ 4,500.00
Acquisition Specialist II	140 hours x \$95 per hour	\$ 13,300.00
Records Docs. Supervisor	35 hours x \$65 per hour	\$ 2,275.00
Waiver Valuations	4 x \$500	\$ 2,000.00
Acquisition Total		\$ 22,075.00
<u>Expenses: mileage, copies, facsimiles, postage, telecom</u>		<u>\$ 3,000.00</u>
Estimated WSLS Total		\$ 25,075.00

OPTIONAL SUBCONTRACTED COSTS

Third Party Appraisal	4 x \$6,500		\$ 26,000.00
Appraisal Review	4 x \$2,500		\$ 10,000.00
Title Reports	4 x \$550	Provided by Boulder Land Consultants	\$ 2,200.00
Appraisal Total		Right of Way Contingency \$36,000.00	\$ 38,200.00

Estimated Grand Total **~~\$ 63,275.00~~**

The above estimate is through voluntary acquisitions, including Possession Agreements or reaching impasse in negotiations only. The estimate is based on all acquisitions occurring simultaneously. In the event condemnation proceedings are necessary, or negotiations are prolonged due to unforeseen difficulties or additional requests by the City, then the costs associated with those additional efforts may require an amendment to this Cost Proposal. On the other hand, if we complete our work assignment prior to reaching the cost estimated herein, then the City would not be liable for paying the entire quoted price. Attached to this letter is our standard fee schedule.

Thank you and should you have any questions regarding this preliminary proposal, please contact me at your earliest convenience.

Sincerely,
WESTERN STATES LAND SERVICES, LLC

John Doty
Principal

Enclosures: Fee Schedule

CC: file copy

**WESTERN STATES LAND SERVICES, LLC
FEE SCHEDULE**

CALENDAR YEAR 2021

HOURLY *

Project Mgr / RE Specialist	\$100.00
Acquisition / Relocation /GIS Specialist II	\$95.00
Acquisition / Relocation Specialist I	\$85.00
Records Docs. Supervisor.....	\$65.00

EXPENSES

Expenses are charged at actual cost with no surcharge

Vehicle mileage Federal Rate (+/- \$.55/mile)
Photocopies.....\$.20/page...Color.@\$.40/page

Tabloid copies/ maps or plats [Varies for color].... \$1.00 to \$10.00/page

Direct expenses for items such as postage, telephone, etc. are
charged at actual cost with no surcharge

* There is no surcharge for overtime hours worked
(Daily and monthly rates available upon negotiation)

Alkire Street TAP Grant
Arvada, Colorado

Effort to Conduct Tasks needed to accomplish Scope of Work	RockSol Consulting Group					
	Environmental Manager (hours)	Environmental Specialist I (hours)	Environmental Specialist II (hours)		Total Hours	Total Fee
Billing Rate	\$ 148.70	\$ 93.00	\$ 108.00			
Environmental						
1.a. Biological Resoures (site visit)		8			8	\$ 744.00
1.b.Biological Resoures Report (assumes 2 reviews/comment)*	2	32			34	\$ 3,273.40
2. Hazardous Materials Initial Site Assessment	2	10			12	\$ 1,227.40
3.a. Wetlands/Waters of the US (site visit/delineation)*			10		10	\$ 1,080.00
3.b. Wetlands/Waters of the US Delinieation Report/Findings Report/404 App (PCN (assumes 2 review/comment)	2		40		42	\$ 4,617.40
4. Historic 4(f) (assumes de minimis fom)	4		4		8	\$ 1,026.80
5. SWMP (assumes 2 reviews/comment)	3		40		43	\$ 4,766.10
5.a. Project Management (plan reviews/design coordination/MS4/CDOT Coordination)	32	2	8		42	\$ 5,808.40
5.b. Project Management (Progress Meetings-1 Env with CDOT, FIR, FOR)	9				9	\$ 1,338.30
6. Nonaffected Resources Memorandum	1		3		4	\$ 472.70
Hours Sub-Total for Task defined above	55	52	105	0	212	
Engineering Fee Sub-Total for Task defined above	\$ 8,178.50	\$ 4,836.00	\$ 11,340.00	\$ -		\$ 24,354.50

		RockSol Labor Cost Subtotal:		\$ 24,354.50
*Assumes no wetland mitigation plans	Mileage (2 days site visit)	148	\$ 0.545	\$80.66
*Assumes no Section 7 Consultation with USFWS	ISA Geosearch Radius Report	1	\$ 250.00	\$250.00
		RockSol Other Direct Costs:		\$ 330.66
		RockSol Total Fee:		\$ 24,685.16
Subconsultant		Centennial Archaeology		\$ 7,899.00
		Total Fee:		\$ 32,584.16



300 E. BOARDWALK, 4-C, FORT COLLINS, CO 80525 | PHONE 1-970-225-6575 | FAX 1-970-225-6577 | WWW.CENTENNIALARCHAEOLOGY.COM

CULTURAL RESOURCE INVENTORY FOR THE CITY OF ARVADA ALKIRE STREET TRAIL IMPROVEMENTS PROJECT, JEFFERSON COUNTY, COLORADO

Submitted to RockSol – December 10, 2020

Scope of Work (including Assumptions)

- The proposed work will consist of an intensive Historic Resources Inventory for built environment properties situated on the west side of Alkire Street between West 80th Avenue and West 78th Avenue in the City of Arvada in Jefferson County, Colorado.
- The survey will be conducted to enable Section 106 consultations involving the Colorado State Historic Preservation Office (SHPO) / Colorado Office of Archaeology and Historic Preservation (OAHP), Colorado Department of Transportation (CDOT), and the Federal Highway Administration (FHWA).
- The intensive inventory will meet all applicable SHPO/OAHP standards. If archaeological inventory is required, transect spacing between individual surveyors is not to exceed more than 15 meters (50 feet).
- The final survey corridor including the temporary and permanent impact footprint and Area of Potential Effect (APE) will be defined prior to the initiation of field survey. For costing purposes, it is assumed that the survey area will be confined to an area 50 ft from the edge of the existing pavement. If additional areas (e.g. staging areas) are added to the project and exceed this survey area, additional costs resulting in a change order will be negotiated separately.
- All built environment properties that intersect the project area and that are 50 years and older will be recorded on Colorado OAHP inventory record forms. Architectural properties will be documented if the parcel on which the building is situated intersects the survey area.
- Prior to beginning field work, Centennial will perform Class I (file search) research for the proposed project area. Class I information will be collected for the survey area as well as a one-mile-wide corridor (1/2-mile on either side of Alkire Street).
 - Preliminary Class I research suggests that all four properties on the west side of Alkire Street are over 50 years in age and will require documentation including an ownership trace.
 - Alkire Street, the Farmers Highline Canal, and the Croke Canal are all over 50 years in age. However, the Croke Canal has been found to be Officially Not Eligible for the National Register of Historic Places (NRHP) and will therefore not require documentation. Additionally, it is assumed that impacts to W 80th Ave and W 78th Ave will be minimal and CDOT will not require documentation.
- For costing purposes, it is assumed that a total of six built environment sites (two linear resources and four architectural properties) will require documentation.
- If CDOT does not handle archaeological resources in-house it is assumed that Centennial will conduct the archaeological survey at the same time as the built environment survey.

- No artifact collections will be taken; all cultural materials will be documented in the field.
- No subsurface testing will be conducted; all sites will be evaluated for NRHP eligibility on the basis of surface materials and archival research as applicable. If CDOT or any other agency requires subsurface testing, additional costs will be negotiated separately.
- A technical report will be produced that meets federal and Colorado OAHP standards for content and format. This report will include NRHP assessments for all recorded cultural resources. The report will be supplemented with survey maps and a full set of OAHP inventory record forms including maps, archival research, and photographs will be prepared for all recorded sites.
- It is assumed that a single technical report will be prepared encompassing both historic and archaeological materials (if applicable). If separate reports are required, additional reporting will be necessary and may lead to a change order.
- Ownership traces will be required for the four architectural properties. Jefferson County does not have ownership records digitized and available online and due to COVID has limited hours and requires an appointment to review the records.
- It is assumed that the fieldwork can be conducted in a single day and the ownership traces will require a second full day thereby necessitating two out-of-office days.
- It is assumed that Centennial will write the effects letter for this project and submit it to CDOT for review and signing. It is assumed that a single effects letter will be prepared for both historic and archaeological resources.
- It is assumed that RockSol will prepare the Section 4(f) forms.
- It is assumed that there will be no barriers, either legal or physical, to the project areas, and that access to private land will have been arranged by the City of Arvada and/or RockSol prior to the initiation of fieldwork.
- It is assumed that the ground will be clear and free of snow during all fieldwork.

Cost Proposal

Labor				
Position	No. of Hours		Rate per Hour	Subtotal
Principal Investigator	4	@	\$95.00	\$380.00
Project Director	36	@	\$85.00	\$3,060.00
Technical Editor	4	@	\$75.00	\$300.00
GIS Specialist	8	@	\$75.00	\$600.00
Historian	40	@	\$70.00	\$2,800.00
Laboratory/Report Technician II	8	@	\$48.00	\$384.00
Labor Subtotal				\$7,524.00

Other Direct Costs (ODC)				
Vehicle Cost	Days		Rate Per Day	Subtotal
Vehicle Cost	2	@	\$150.00	\$300.00
Miscellaneous	Days		Rate Per Day	Subtotal
GPS/Survey Equipment (per unit)	1	@	\$50.00	\$50.00
OAHP File Search Request	<i>at cost</i>		<i>estimate</i>	\$25.00
ODC Subtotal				\$375.00

TOTAL COST	\$7,899.00
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REPORT TO CITY COUNCIL RESOLUTION

**AGENDA ITEM
8.A.3.**

TO: THE HONORABLE CITY COUNCIL

DATE: March 15, 2021

SUBJECT: R21-045 A Resolution Authorizing an Employment Agreement Between the City of Arvada and Christopher K. Daly as a Relief Municipal Court Judge

Report in Brief

Arvada City Code Section 58-74 provides for the City Council to appoint relief municipal court judges to substitute for the presiding judge as needed. ACC Section 58-79 further provides that relief judges will be appointed pursuant to the terms of an annual employment agreement. This resolution authorizes the appointment of Christopher K. Daly under the terms of the attached employment agreement.

The Arvada team recommends that the City Council approve R21-045, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Christopher K. Daly as a Relief Municipal Court Judge.

Financial Impact

This resolution has no new fiscal impact. Relief judges are funded by existing municipal court accounts.

Background

Relief judges substitute for the presiding judge as needed. The Municipal Court has four relief judges; each must have an employment agreement for the 2021 calendar year in accordance with ACC 58-79.

Discussion

The relief judges allow the presiding judge to attend to other duties as required, while maintaining an appropriate flow of cases through the municipal court docket.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A.

Strategic Alignment

City Council's appointment of relief judges aligns with the City's community safety goals by ensuring an efficient flow of cases through the municipal court system.

Alternative Courses of Action

N/A.

Recommendation for Action

The Arvada team recommends that the City Council approve R21-045, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Christopher K. Daly as a Relief Municipal Court Judge.

Suggested Motion:

I move that R21-045, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Christopher K. Daly as a Relief Municipal Court Judge, be (approved) (rejected).

Prepared by:
Aaron Jacks, Assistant City Attorney

Reviewed by:

Approved by:

Alyssa Gleinn, Legal Specialist-Prosecution	2/23/2021
Sharon Dunlap, Court Administrator	2/23/2021
Kathryn Kurtz, Municipal Judge	2/26/2021
Rachel Morris, City Attorney	3/3/2021
Lorie Gillis, Deputy City Manager	3/3/2021
Mark Deven, City Manager	3/4/2021

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R21-045

A RESOLUTION AUTHORIZING AN EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF ARVADA AND CHRISTOPHER K. DALY AS A RELIEF
MUNICIPAL COURT JUDGE

WHEREAS, under Section 58-74 of the Arvada City Code, City Council may appoint relief municipal court judges to substitute for the presiding judge of the Arvada municipal court; and

WHEREAS, under Section 58-79 of the Arvada City Code, each such Relief Municipal Court Judge shall be appointed by City Council pursuant to an annual employment agreement; and

WHEREAS, The City requires a number of Relief Municipal Court Judges; and

WHEREAS, Christopher K. Daly wishes to serve as, and the City wishes to appoint him as, a Relief Municipal Court Judge.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

Section 1. The Mayor or the Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, An Employment Agreement Between the City of Arvada and Christopher K. Daly Appointing Him as a Municipal Court Relief Judge, such employment agreement to be in substantially the same form as that attached hereto.

Section 2. This resolution shall be effective upon its approval by the City Council.

APPROVED AND ADOPTED this 15th day of March, 2021.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:
Rachel A. Morris, City Attorney

By: _____

**AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF ARVADA AND
CHRISTOPHER K. DALY APPOINTING HIM AS A
MUNICIPAL COURT RELIEF JUDGE**

THIS AGREEMENT is made and entered into this ____ day of _____, 2021, between the City of Arvada, Colorado, a municipal corporation (“City”), and Christopher K. Daly (“Contract Employee”), each of whom may be referred to herein as a “Party”, and collectively as the “Parties”. The Parties understand and agree as follows:

WHEREAS, the Arvada City Council (“City Council”) has appointed Kathryn Kurtz as the presiding municipal judge for the City of Arvada as provided in Section 8.2 of the Arvada Home Rule Charter and Arvada City Code (A.C.C.) § 58-72; and

WHEREAS, pursuant to A.C.C. § 58-74, the City Council may appoint relief judges to substitute for the presiding judge; and

WHEREAS, the City Council wishes to appoint Christopher K. Daly as a municipal court relief judge, and Christopher K. Daly wishes to serve in that capacity.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

1.0 DUTIES. The City Council appoints and Contract Employee accepts appointment as a municipal court relief judge for the City of Arvada. The City Council authorizes the Contract Employee to perform and the Contract Employee agrees to perform the functions and duties specified in Section 8.2 of the Home Rule Charter of the City of Arvada; C.R.S. § 13-10-101, *et seq.*, as amended; and in A.C.C. Chapter 58, as amended, and to perform such other legal and proper duties and functions as the City Council shall from time to time assign, under the day-to-day supervision of the presiding judge. Such duties and functions include, but are not limited to, substituting for the presiding judge as required, attending regular *en banc* meetings, and participating in municipal court staff meetings when possible.

2.0 TERM.

2.1 The term of this Agreement shall be deemed to have commenced on January 4, 2021, and shall end when this Agreement is either not renewed by action of the City Council prior to the last calendar day of 2021, or when Contract Employee is terminated or resigns, whichever occurs first.

2.2 Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of the Contract Employee at any time.

3.0 COMPENSATION. City agrees to pay Contract Employee for services rendered as a relief municipal court judge at a rate of \$90.00 per hour worked, to be paid at the same time as are other employees of the City. Contract Employee shall not receive any benefits in

addition to this monetary sum.

4.0 COLORADO CODE OF JUDICIAL CONDUCT. Contract Employee shall comply with the Colorado Code of Judicial Conduct. In addition, and in order to maintain the integrity and independence of the judiciary in Arvada, Contract Employee shall refrain from engaging in any political activity except on behalf of measures to improve the law, the legal system, the administration of justice, registering to vote, or voting. All other local or municipal political activity is expressly prohibited. The City Council may impose discipline on Contract Employee for conduct City Council deems in violation of the Code of Judicial Conduct, or otherwise as City Council sees fit.

5.0 HOURS OF WORK. The hours of work are generally between 8:00 a.m. through 5:00 p.m. Monday through Friday (lunch hours excepted) on an as-needed basis, and as agreed upon by the Contract Employee and the municipal court administrator or designee thereof. The Parties acknowledge that on days with a light docket, Contract Employee may not be required to work a full day. The Parties acknowledge that occasional after hours work may be required.

6.0 EVALUATION OF JOB PERFORMANCE. In accordance with A.C.C. § 58-79, the City Council may evaluate Contract Employee at any time.

7.0 GENERAL PROVISIONS.

- 7.1** The Parties agree, except as specifically provided herein, that Contract Employee is not an employee of the City of Arvada, and nothing herein shall be deemed to have vested such status upon Contract Employee.
- 7.2** Contract Employee is not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by Contract Employee.
- 7.3** This Agreement contains the complete understanding of the Parties hereto and may not be amended, supplemented, or varied except by instrument in writing, and may not be assigned or transferred without the written consent of City Council.
- 7.4** This Agreement, upon execution, shall be binding upon the Parties, their heirs, successors, and assigns, as the case may be.
- 7.5** If any provision or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- 7.6** Nothing herein shall be deemed a promise of continued appointment, or to have

created a right in or to such future appointment.

IN WITNESS WHEREOF, the City of Arvada, Colorado, has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its City Clerk, and the Contract Employee has signed and executed this Agreement as of the date set forth above.

CITY OF ARVADA, a Colorado home rule
municipal corporation

Marc Williams, Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST:

City Clerk

APPROVED AS TO FORM:
Rachel A. Morris, City Attorney

CONTRACT EMPLOYEE

Christopher K. Daly



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.4.

TO: THE HONORABLE CITY COUNCIL

DATE: March 15, 2021

SUBJECT: R21-046 A Resolution Authorizing an Employment Agreement Between the City of Arvada and Michael S. Matassa as a Relief Municipal Judge

Report in Brief

Arvada City Code Section 58-74 provides for the City Council to appoint relief municipal court judges to substitute for the presiding judge as needed. ACC Section 58-79 further provides that relief judges will be appointed pursuant to the terms of an annual employment agreement. This resolution authorizes the appointment of Michael S. Matassa under the terms of the attached employment agreement.

The Arvada team recommends that the City Council approve R21-046, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Michael S. Matassa as a Relief Municipal Court Judge.

Financial Impact

This resolution has no new financial impact. Relief judges will be funded through existing municipal court funding.

Background

Relief judges substitute for the presiding judge as needed. The Municipal Court has four relief judges; each must have an employment agreement for the 2021 calendar year in accordance with ACC 58-79.

Discussion

The relief judges allow the presiding judge to attend to other duties as required, while maintaining an appropriate flow of cases through the municipal court docket.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A.

Strategic Alignment

City Council's appointment of relief judges aligns with the City's community safety goals by ensuring an efficient flow of cases through the municipal court system.

Alternative Courses of Action

N/A.

Recommendation for Action

The Arvada team recommends that the City Council approve R21-046, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Michael S. Matassa as a Relief Municipal Court Judge.

Suggested Motion:

I move that R21-046, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Michael S. Matassa as a Relief Municipal Court Judge, be (approved) (rejected).

Prepared by:
Aaron Jacks, Assistant City Attorney

Reviewed by:

Approved by:

Alyssa Gleinn, Legal Specialist-Prosecution	2/23/2021
Sharon Dunlap, Court Administrator	2/23/2021
Kathryn Kurtz, Municipal Judge	2/26/2021
Rachel Morris, City Attorney	3/3/2021
Lorie Gillis, Deputy City Manager	3/3/2021
Mark Deven, City Manager	3/4/2021

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R21-046

A RESOLUTION AUTHORIZING AN EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF ARVADA AND MICHAEL S. MATASSA AS A RELIEF
MUNICIPAL COURT JUDGE

WHEREAS, under Section 58-74 of the Arvada City Code, City Council may appoint relief municipal court judges to substitute for the presiding judge of the Arvada municipal court; and

WHEREAS, under Section 58-79 of the Arvada City Code, each such Relief Municipal Court Judge shall be appointed by City Council pursuant to an annual employment agreement; and

WHEREAS, The City requires a number of Relief Municipal Court Judges; and

WHEREAS, Michael S. Matassa wishes to serve as, and the City wishes to appoint him as, a Relief Municipal Court Judge.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

Section 1. The Mayor or the Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, An Employment Agreement Between the City of Arvada and Michael S. Matassa Appointing Him as a Municipal Court Relief Judge, such employment agreement to be in substantially the same form as that attached hereto.

Section 2. This resolution shall be effective upon its approval by the City Council.

APPROVED AND ADOPTED this 15th day of March, 2021.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:
Rachel A. Morris, City Attorney

By: _____

**AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF ARVADA AND
MICHAEL S. MATASSA APPOINTING HIM AS A
MUNICIPAL COURT RELIEF JUDGE**

THIS AGREEMENT is made and entered into this ____ day of _____, 2021, between the City of Arvada, Colorado, a municipal corporation (“City”), and Michael S. Matassa (“Contract Employee”), each of whom may be referred to herein as a “Party”, and collectively as the “Parties”. The Parties understand and agree as follows:

WHEREAS, the Arvada City Council (“City Council”) has appointed Kathryn Kurtz as the presiding municipal judge for the City of Arvada as provided in Section 8.2 of the Arvada Home Rule Charter and Arvada City Code (A.C.C.) § 58-72; and

WHEREAS, pursuant to A.C.C. § 58-74, the City Council may appoint relief judges to substitute for the presiding judge; and

WHEREAS, the City Council wishes to appoint Michael S. Matassa as a municipal court relief judge, and Michael S. Matassa wishes to serve in that capacity.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

1.0 DUTIES. The City Council appoints and Contract Employee accepts appointment as a municipal court relief judge for the City of Arvada. The City Council authorizes the Contract Employee to perform and the Contract Employee agrees to perform the functions and duties specified in Section 8.2 of the Home Rule Charter of the City of Arvada; C.R.S. § 13-10-101, *et seq.*, as amended; and in A.C.C. Chapter 58, as amended, and to perform such other legal and proper duties and functions as the City Council shall from time to time assign, under the day-to-day supervision of the presiding judge. Such duties and functions include, but are not limited to, substituting for the presiding judge as required, attending regular *en banc* meetings, and participating in municipal court staff meetings when possible.

2.0 TERM.

2.1 The term of this Agreement shall be deemed to have commenced on January 4, 2021, and shall end when this Agreement is either not renewed by action of the City Council prior to the last calendar day of 2021, or when Contract Employee is terminated or resigns, whichever occurs first.

2.2 Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of the Contract Employee at any time.

3.0 COMPENSATION. City agrees to pay Contract Employee for services rendered as a relief municipal court judge at a rate of \$90.00 per hour worked, to be paid at the same time as are other employees of the City. Contract Employee shall not receive any benefits in

addition to this monetary sum.

4.0 COLORADO CODE OF JUDICIAL CONDUCT. Contract Employee shall comply with the Colorado Code of Judicial Conduct. In addition, and in order to maintain the integrity and independence of the judiciary in Arvada, Contract Employee shall refrain from engaging in any political activity except on behalf of measures to improve the law, the legal system, the administration of justice, registering to vote, or voting. All other local or municipal political activity is expressly prohibited. The City Council may impose discipline on Contract Employee for conduct City Council deems in violation of the Code of Judicial Conduct, or otherwise as City Council sees fit.

5.0 HOURS OF WORK. The hours of work are generally between 8:00 a.m. through 5:00 p.m. Monday through Friday (lunch hours excepted) on an as-needed basis, and as agreed upon by the Contract Employee and the municipal court administrator or designee thereof. The Parties acknowledge that on days with a light docket, Contract Employee may not be required to work a full day. The Parties acknowledge that occasional after hours work may be required.

6.0 EVALUATION OF JOB PERFORMANCE. In accordance with A.C.C. § 58-79, the City Council may evaluate Contract Employee at any time.

7.0 GENERAL PROVISIONS.

- 7.1** The Parties agree, except as specifically provided herein, that Contract Employee is not an employee of the City of Arvada, and nothing herein shall be deemed to have vested such status upon Contract Employee.
- 7.2** Contract Employee is not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by Contract Employee.
- 7.3** This Agreement contains the complete understanding of the Parties hereto and may not be amended, supplemented, or varied except by instrument in writing, and may not be assigned or transferred without the written consent of City Council.
- 7.4** This Agreement, upon execution, shall be binding upon the Parties, their heirs, successors, and assigns, as the case may be.
- 7.5** If any provision or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- 7.6** Nothing herein shall be deemed a promise of continued appointment, or to have

created a right in or to such future appointment.

IN WITNESS WHEREOF, the City of Arvada, Colorado, has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its City Clerk, and the Contract Employee has signed and executed this Agreement as of the date set forth above.

CITY OF ARVADA, a Colorado home rule
municipal corporation

Marc Williams, Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST:

City Clerk

APPROVED AS TO FORM:
Rachel A. Morris, City Attorney

CONTRACT EMPLOYEE

Michael S. Matassa



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.5.

TO: THE HONORABLE CITY COUNCIL

DATE: March 15, 2021

SUBJECT: R21-047 A Resolution Authorizing an Employment Agreement Between the City of Arvada and Miller Leonard as a Relief Municipal Court Judge

Report in Brief

Arvada City Code Section 58-74 provides for the City Council to appoint relief municipal court judges to substitute for the presiding judge as needed. ACC Section 58-79 further provides that relief judges will be appointed pursuant to the terms of an annual employment agreement. This resolution authorizes the appointment of Miller Leonard under the terms of the attached employment agreement.

The Arvada team recommends that the City Council approve R21-047, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Miller Leonard as a Relief Municipal Court Judge.

Financial Impact

This resolution has no new fiscal impact. Relief judges are funded through existing municipal court accounts.

Background

Relief judges substitute for the presiding judge as needed. The Municipal Court has four relief judges; each must have an employment agreement for the 2021 calendar year in accordance with ACC 58-79.

Discussion

The relief judges allow the presiding judge to attend to other duties as required, while maintaining an appropriate flow of cases through the municipal court docket.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A.

Strategic Alignment

City Council's appointment of relief judges aligns with the City's community safety goals by ensuring an efficient flow of cases through the municipal court system.

Alternative Courses of Action

N/A.

Recommendation for Action

The Arvada team recommends that the City Council approve R21-047, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Miller Leonard as a Relief Municipal Court Judge.

Suggested Motion:

I move that R21-047, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Miller Leonard as a Relief Municipal Court Judge, be (approved) (rejected).

Prepared by:
Aaron Jacks, Assistant City Attorney

Reviewed by:

Approved by:

Alyssa Gleinn, Legal Specialist-Prosecution	2/23/2021
Sharon Dunlap, Court Administrator	2/23/2021
Kathryn Kurtz, Municipal Judge	2/26/2021
Rachel Morris, City Attorney	3/3/2021
Lorie Gillis, Deputy City Manager	3/3/2021
Mark Deven, City Manager	3/4/2021

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R21-047

A RESOLUTION AUTHORIZING AN EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF ARVADA AND MILLER LEONARD AS A RELIEF MUNICIPAL
COURT JUDGE

WHEREAS, under Section 58-74 of the Arvada City Code, City Council may appoint relief municipal court judges to substitute for the presiding judge of the Arvada municipal court; and

WHEREAS, under Section 58-79 of the Arvada City Code, each such Relief Municipal Court Judge shall be appointed by City Council pursuant to an annual employment agreement; and

WHEREAS, The City requires a number of Relief Municipal Court Judges; and

WHEREAS, Miller Leonard wishes to serve as, and the City wishes to appoint him as, a Relief Municipal Court Judge.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

Section 1. The Mayor or the Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, An Employment Agreement Between the City of Arvada and Miller Leonard Appointing Him as a Municipal Court Relief Judge, such employment agreement to be in substantially the same form as that attached hereto.

Section 2. This resolution shall be effective upon its approval by the City Council.

APPROVED AND ADOPTED this 15th day of March, 2021.

ATTEST:

Marc Williams, Mayor

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

**AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF ARVADA AND
MILLER LEONARD APPOINTING HIM AS A
MUNICIPAL COURT RELIEF JUDGE**

THIS AGREEMENT is made and entered into this ____ day of _____, 2021, between the City of Arvada, Colorado, a municipal corporation (“City”), and Miller Leonard (“Contract Employee”), each of whom may be referred to herein as a “Party”, and collectively as the “Parties”. The Parties understand and agree as follows:

WHEREAS, the Arvada City Council (“City Council”) has appointed Kathryn Kurtz as the presiding municipal judge for the City of Arvada as provided in Section 8.2 of the Arvada Home Rule Charter and Arvada City Code (A.C.C.) § 58-72; and

WHEREAS, pursuant to A.C.C. § 58-74, the City Council may appoint relief judges to substitute for the presiding judge; and

WHEREAS, the City Council wishes to appoint Miller Leonard as a municipal court relief judge, and Miller Leonard wishes to serve in that capacity.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

1.0 DUTIES. The City Council appoints and Contract Employee accepts appointment as a municipal court relief judge for the City of Arvada. The City Council authorizes the Contract Employee to perform and the Contract Employee agrees to perform the functions and duties specified in Section 8.2 of the Home Rule Charter of the City of Arvada; C.R.S. § 13-10-101, *et seq.*, as amended; and in A.C.C. Chapter 58, as amended, and to perform such other legal and proper duties and functions as the City Council shall from time to time assign, under the day-to-day supervision of the presiding judge. Such duties and functions include, but are not limited to, substituting for the presiding judge as required, attending regular *en banc* meetings, and participating in municipal court staff meetings when possible.

2.0 TERM.

2.1 The term of this Agreement shall be deemed to have commenced on January 4, 2021, and shall end when this Agreement is either not renewed by action of the City Council prior to the last calendar day of 2021, or when Contract Employee is terminated or resigns, whichever occurs first.

2.2 Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of the Contract Employee at any time.

3.0 COMPENSATION. City agrees to pay Contract Employee for services rendered as a relief municipal court judge at a rate of \$90.00 per hour worked, to be paid at the same time as are other employees of the City. Contract Employee shall not receive any benefits in

addition to this monetary sum.

4.0 COLORADO CODE OF JUDICIAL CONDUCT. Contract Employee shall comply with the Colorado Code of Judicial Conduct. In addition, and in order to maintain the integrity and independence of the judiciary in Arvada, Contract Employee shall refrain from engaging in any political activity except on behalf of measures to improve the law, the legal system, the administration of justice, registering to vote, or voting. All other local or municipal political activity is expressly prohibited. The City Council may impose discipline on Contract Employee for conduct City Council deems in violation of the Code of Judicial Conduct, or otherwise as City Council sees fit.

5.0 HOURS OF WORK. The hours of work are generally between 8:00 a.m. through 5:00 p.m. Monday through Friday (lunch hours excepted) on an as-needed basis, and as agreed upon by the Contract Employee and the municipal court administrator or designee thereof. The Parties acknowledge that on days with a light docket, Contract Employee may not be required to work a full day. The Parties acknowledge that occasional after hours work may be required.

6.0 EVALUATION OF JOB PERFORMANCE. In accordance with A.C.C. § 58-79, the City Council may evaluate Contract Employee at any time.

7.0 GENERAL PROVISIONS.

- 7.1** The Parties agree, except as specifically provided herein, that Contract Employee is not an employee of the City of Arvada, and nothing herein shall be deemed to have vested such status upon Contract Employee.
- 7.2** Contract Employee is not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by Contract Employee.
- 7.3** This Agreement contains the complete understanding of the Parties hereto and may not be amended, supplemented, or varied except by instrument in writing, and may not be assigned or transferred without the written consent of City Council.
- 7.4** This Agreement, upon execution, shall be binding upon the Parties, their heirs, successors, and assigns, as the case may be.
- 7.5** If any provision or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- 7.6** Nothing herein shall be deemed a promise of continued appointment, or to have

created a right in or to such future appointment.

IN WITNESS WHEREOF, the City of Arvada, Colorado, has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its City Clerk, and the Contract Employee has signed and executed this Agreement as of the date set forth above.

CITY OF ARVADA, a Colorado home rule
municipal corporation

Marc Williams, Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST:

City Clerk

APPROVED AS TO FORM:
Rachel A. Morris, City Attorney

CONTRACT EMPLOYEE

Miller Leonard



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.6.

TO: THE HONORABLE CITY COUNCIL

DATE: March 15, 2021

SUBJECT: R21-048 A Resolution Authorizing an Employment Agreement Between the City of Arvada and Ralph C. Turano as a Relief Municipal Court Judge

Report in Brief

Arvada City Code Section 58-74 provides for the City Council to appoint relief municipal court judges to substitute for the presiding judge as needed. ACC Section 58-79 further provides that relief judges will be appointed pursuant to the terms of an annual employment agreement. This resolution authorizes the appointment of Ralph C. Turano under the terms of the attached employment agreement.

The Arvada team recommends that the City Council approve R21-048, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Ralph C. Turano as a Relief Municipal Court Judge.

Financial Impact

This resolution has no new fiscal impact. Relief judges are funded through existing municipal court accounts.

Background

Relief judges substitute for the presiding judge as needed. The Municipal Court has four relief judges; each must have an employment agreement for the 2021 calendar year in accordance with ACC 58-79.

Discussion

The relief judges allow the presiding judge to attend to other duties as required, while maintaining an appropriate flow of cases through the municipal court docket.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A.

Strategic Alignment

City Council's appointment of relief judges aligns with the City's community safety goals by ensuring an efficient flow of cases through the municipal court system.

Alternative Courses of Action

N/A.

Recommendation for Action

The Arvada team recommends that the City Council approve R21-048, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Ralph C. Turano as a Relief Municipal Court Judge.

Suggested Motion:

I move that R21-048, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Ralph C. Turano as a Relief Municipal Court Judge, be (approved) (rejected).

Prepared by:
Aaron Jacks, Assistant City Attorney

Reviewed by:

Approved by:

Alyssa Gleinn, Legal Specialist-Prosecution	2/23/2021
Sharon Dunlap, Court Administrator	2/23/2021
Kathryn Kurtz, Municipal Judge	2/26/2021
Rachel Morris, City Attorney	3/3/2021
Lorie Gillis, Deputy City Manager	3/3/2021
Mark Deven, City Manager	3/4/2021

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R21-048

A RESOLUTION AUTHORIZING AN EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF ARVADA AND RALPH C. TURANO AS A RELIEF MUNICIPAL
COURT JUDGE

WHEREAS, under Section 58-74 of the Arvada City Code, City Council may appoint relief municipal court judges to substitute for the presiding judge of the Arvada municipal court; and

WHEREAS, under Section 58-79 of the Arvada City Code, each such Relief Municipal Court Judge shall be appointed by City Council pursuant to an annual employment agreement; and

WHEREAS, The City requires a number of Relief Municipal Court Judges; and

WHEREAS, Ralph C. Turano wishes to serve as, and the City wishes to appoint him as, a Relief Municipal Court Judge.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

Section 1. The Mayor or the Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, An Employment Agreement Between the City of Arvada and Ralph C. Turano Appointing Him as a Municipal Court Relief Judge, such employment agreement to be in substantially the same form as that attached hereto.

Section 2. This resolution shall be effective upon its approval by the City Council.

APPROVED AND ADOPTED this 15th day of March, 2021.

ATTEST:

Marc Williams, Mayor

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

**AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF ARVADA AND
RALPH C. TURANO APPOINTING HIM AS A
MUNICIPAL COURT RELIEF JUDGE**

THIS AGREEMENT is made and entered into this ____ day of _____, 2021, between the City of Arvada, Colorado, a municipal corporation (“City”), and Ralph C. Turano (“Contract Employee”), each of whom may be referred to herein as a “Party”, and collectively as the “Parties”. The Parties understand and agree as follows:

WHEREAS, the Arvada City Council (“City Council”) has appointed Kathryn Kurtz as the presiding municipal judge for the City of Arvada as provided in Section 8.2 of the Arvada Home Rule Charter and Arvada City Code (A.C.C.) § 58-72; and

WHEREAS, pursuant to A.C.C. § 58-74, the City Council may appoint relief judges to substitute for the presiding judge; and

WHEREAS, the City Council wishes to appoint Ralph C. Turano as a municipal court relief judge, and Ralph C. Turano wishes to serve in that capacity.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

1.0 DUTIES. The City Council appoints and Contract Employee accepts appointment as a municipal court relief judge for the City of Arvada. The City Council authorizes the Contract Employee to perform and the Contract Employee agrees to perform the functions and duties specified in Section 8.2 of the Home Rule Charter of the City of Arvada; C.R.S. § 13-10-101, *et seq.*, as amended; and in A.C.C. Chapter 58, as amended, and to perform such other legal and proper duties and functions as the City Council shall from time to time assign, under the day-to-day supervision of the presiding judge. Such duties and functions include, but are not limited to, substituting for the presiding judge as required, attending regular *en banc* meetings, and participating in municipal court staff meetings when possible.

2.0 TERM.

2.1 The term of this Agreement shall be deemed to have commenced on January 4, 2021, and shall end when this Agreement is either not renewed by action of the City Council prior to the last calendar day of 2021, or when Contract Employee is terminated or resigns, whichever occurs first.

2.2 Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of the Contract Employee at any time.

3.0 COMPENSATION. City agrees to pay Contract Employee for services rendered as a relief municipal court judge at a rate of \$90.00 per hour worked, to be paid at the same time as are other employees of the City. Contract Employee shall not receive any benefits in

addition to this monetary sum.

4.0 COLORADO CODE OF JUDICIAL CONDUCT. Contract Employee shall comply with the Colorado Code of Judicial Conduct. In addition, and in order to maintain the integrity and independence of the judiciary in Arvada, Contract Employee shall refrain from engaging in any political activity except on behalf of measures to improve the law, the legal system, the administration of justice, registering to vote, or voting. All other local or municipal political activity is expressly prohibited. The City Council may impose discipline on Contract Employee for conduct City Council deems in violation of the Code of Judicial Conduct, or otherwise as City Council sees fit.

5.0 HOURS OF WORK. The hours of work are generally between 8:00 a.m. through 5:00 p.m. Monday through Friday (lunch hours excepted) on an as-needed basis, and as agreed upon by the Contract Employee and the municipal court administrator or designee thereof. The Parties acknowledge that on days with a light docket, Contract Employee may not be required to work a full day. The Parties acknowledge that occasional after hours work may be required.

6.0 EVALUATION OF JOB PERFORMANCE. In accordance with A.C.C. § 58-79, the City Council may evaluate Contract Employee at any time.

7.0 GENERAL PROVISIONS.

- 7.1** The Parties agree, except as specifically provided herein, that Contract Employee is not an employee of the City of Arvada, and nothing herein shall be deemed to have vested such status upon Contract Employee.
- 7.2** Contract Employee is not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by Contract Employee.
- 7.3** This Agreement contains the complete understanding of the Parties hereto and may not be amended, supplemented, or varied except by instrument in writing, and may not be assigned or transferred without the written consent of City Council.
- 7.4** This Agreement, upon execution, shall be binding upon the Parties, their heirs, successors, and assigns, as the case may be.
- 7.5** If any provision or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- 7.6** Nothing herein shall be deemed a promise of continued appointment, or to have

created a right in or to such future appointment.

IN WITNESS WHEREOF, the City of Arvada, Colorado, has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its City Clerk, and the Contract Employee has signed and executed this Agreement as of the date set forth above.

CITY OF ARVADA, a Colorado home rule
municipal corporation

Marc Williams, Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST:

City Clerk

APPROVED AS TO FORM:
Rachel A. Morris, City Attorney

CONTRACT EMPLOYEE

Ralph C. Turano



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.7.

TO: THE HONORABLE CITY COUNCIL

DATE: March 15, 2021

SUBJECT: R21-049 A Resolution Authorizing the Issuance of a Purchase Order in the Amount of \$285,299.00 to Transwest Truck Trailer RV for the Purchase of a Snow Plow Truck

Report in Brief

City Council action is requested for the approval of a purchase order to replace a Snow Plow Truck for use by the Streets Maintenance Division. Fleet Services has identified that this unit needs to be replaced as part of the 2021 Vehicle Replacement Program. Fleet Services utilizes a fifteen point tracking system through use of the maintenance software system, FASTER, to identify equipment replacement needs. This system tracks and assesses points based on the three categories of vehicle age, mileage, and maintenance costs. An accumulation of fifteen points renders the equipment no longer cost effective to retain for service.

The Arvada team recommends that the City Council approve R21-049, A Resolution Authorizing the Issuance of a Purchase Order in the Amount of \$285,299.00 to Transwest Truck Trailer RV for the Purchase of a Snow Plow Truck.

Financial Impact

The new Snow Plow Truck will be purchased in the amount of \$285,299 with funds from the 2021 Vehicle Replacement budget. Funds are available in the New Vehicle and Equipment Acquisitions Program, account number 54.731010.58207, and are a one-time cost. The current Snow Plow Truck will be sold at public action after the new truck is procured with the proceeds then being directed back into the vehicle replacement fund.

This purchase will be in accordance with the cooperative agreement with the City and County of Denver number #SC00003211.

Background

The Snow Plow Truck being replaced is unit S129 that was purchased in 2011 and originally placed on a ten year replacement schedule which was the industry standard for useful life of this type of vehicle at that time. The City of Arvada Fleet Services has changed its vehicle replacement policy since original procurement and now replaces vehicles on a point accumulation system. Fleet Services utilizes a fifteen point tracking system through the fleet software FASTER to identify vehicle replacement needs based on the three categories of vehicle age, mileage, and maintenance costs. This unit has reached fifteen points and ten years of use.

Discussion

In 2020 the Arvada Streets Division and Fleet Services collaborated with other Denver Metro area municipalities to learn about different designs, features, and best practices on their latest Snow Plow Trucks. Arvada then worked with local builder O.J. Watson Equipment and Transwest Truck, Trailer, and RV to build an operator friendly truck similar to those currently operated while integrating many of the enhanced design features to best fit the needs of the Arvada Streets Division. The top upgrades in the new style truck include a full stainless body to reduce corrosion, an updated plow design, and a live bottom system that eliminates the need for a separate V-box sander. Approval of this resolution and procurement of this vehicle will enable the Streets Maintenance Division to continue the high level of service that they currently provide.

This purchase will be in accordance with the cooperative agreement with the City and County of Denver number #SC00003211.

Public Contact

Posting of the City Council agenda

Commission Recommendation

NA

Strategic Alignment

This vehicle replacement supports the Infrastructure Priority Area of the City Council Strategic Plan by obtaining a safe and environmentally efficient fleet vehicle. The Infrastructure Priority Area is further supported by maintaining the existing road and transportation network in tandem with snow and ice control services to ensure swift and safe transportation modes for the community.

Alternative Courses of Action

NA

Recommendation for Action

The Arvada team recommends that the City Council approve R21-049, A Resolution Authorizing the Issuance of a Purchase Order in the Amount of \$285,299.00 to Transwest Truck Trailer RV for the Purchase of a Snow Plow Truck.

Suggested Motion:

I move that R21-049, A Resolution Authorizing the Issuance of a Purchase Order in the Amount of \$285,299.00 to Transwest Truck Trailer RV for the Purchase of a Snow Plow Truck, be (approved) (rejected).

Prepared by:
Ike Miller, Fleet Services Manager

Reviewed by:
Hannah Gregory, Legal Administrative Assistant 3/3/2021
Erika Pierce, Litigation Paralegal 3/3/2021

Approved by:

Sharon Israel, Director of Utilities	3/3/2021
Bryan Archer, Director of Finance	3/3/2021
Laura Hemler, Assistant City Attorney	3/3/2021
Rachel Morris, City Attorney	3/3/2021
Lorie Gillis, Deputy City Manager	3/3/2021
Mark Deven, City Manager	3/4/2021

SUBJECT: R21-049 A Resolution Authorizing the Issuance of a Purchase Order in the
Amount of \$285,299.00 to Transwest Truck Trailer RV for the Purchase of a Snow Plow Truck

PAGE: 3

ITEM: 8.A.7.

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R21-049

A RESOLUTION AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER IN THE AMOUNT OF \$285,299.00 TO TRANSWEST TRUCK TRAILER RV FOR THE PURCHASE OF A SNOW PLOW TRUCK

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

Section 1. The city manager is hereby authorized to issue a purchase order in the amount of \$285,299.00 to Transwest Truck Trailer RV for the purchase of a snow plow truck.

Section 2. This resolution shall be effective upon its approval by the City Council.

APPROVED AND ADOPTED this 15th day of March, 2021.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:
Rachel A. Morris, City Attorney

By: _____

Prepared for:
MIKE MOORE
STATE OF CO AND POLITICAL SUB
DIV
4201 E ARKANSAS AVE
DENVER, CO 80222
Phone: 303-555-1212



Prepared by:
Will Schafer
TRANSWEST TRUCK TRAILER RV
20770 E I76 FRONTAGE ROAD
BRIGHTON, CO 80603
Phone: (303)289-3161

S P E C I F I C A T I O N P R O P O S A L

Description	Weight Front	Weight Rear
Price Level		
SD PRL-23D (EFF:01/21/20)		
Data Version		
SPECPRO21 DATA RELEASE VER 005		
Vehicle Configuration		
114SD CONVENTIONAL CHASSIS	7,934	6,476
2022 MODEL YEAR SPECIFIED		
SET BACK AXLE - TRUCK	480	-480
TRAILER TOWING PROVISION AT END OF FRAME FOR TRUCK	10	10
LH PRIMARY STEERING LOCATION		
General Service		
TRUCK/TRAILER CONFIGURATION		
DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
UTILITY/REPAIR/MAINTENANCE SERVICE		
GOVERNMENT BUSINESS SEGMENT		
DIRT/SAND/ROCK COMMODITY		
TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
MAXIMUM 8% EXPECTED GRADE		
SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
FREIGHTLINER LEVEL II WARRANTY		
EXPECTED FRONT AXLE(S) LOAD : 22000.0 lbs		
EXPECTED REAR DRIVE AXLE(S) LOAD : 40000.0 lbs		



Prepared for:
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 STATE OF CO AND POLITICAL SUB
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 DENVER, CO 80222
 Phone: 303-555-1212



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 TRANSWEST TRUCK TRAILER RV
 20770 E I76 FRONTAGE ROAD
 BRIGHTON, CO 80603
 Phone: (303)289-3161

Description	Weight Front	Weight Rear
EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 62000.0 lbs		
EXPECTED GROSS COMBINATION WEIGHT : 80000.0 lbs		
Truck Service		
FRONT PLOW/END DUMP BODY		
EXPECTED TRUCK BODY LENGTH : 0.0 ft		
BRAKING-EXPECTED CAB TO BODY CLEARANCE : 15.0 in		
MONROE TRUCK EQUIPMENT		
Engine		
CUM X12 455V HP @ 1900 RPM, 1700 LB-FT @ 1000 RPM, 2000 GOV RPM, VOC	-390	-45
Electronic Parameters		
70 MPH ROAD SPEED LIMIT		
CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
FUEL DOSING OF AFTERTREATMENT ENABLED IN PTO MODE-CLEANS HYDROCARBONS AT HIGH TEMPERATURES ONLY		
NO FLEET SPEC FOR PARAMETERIZATION		
AUTOMATIC MAINTENANCE MONITOR WITH ALERT AT 5% OF INTERVAL REMAINING		
REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
Engine Equipment		
2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/GHG21 CONFIGURATION		
2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD CORNER OF DRIVER DOOR)		
STANDARD OIL PAN		
ENGINE MOUNTED OIL CHECK AND FILL		
SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER WITH SAFETY ELEMENT AND INSIDE/OUTSIDE AIR WITH SNOW DOOR	10	
DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		



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 TRANSWEST TRUCK TRAILER RV
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 Phone: (303)289-3161

Description	Weight Front	Weight Rear
(3) DTNA GENUINE, FLOODED STARTING, MIN 3000CCA, 555RC, THREADED STUD BATTERIES		
BATTERY BOX FRAME MOUNTED		
STANDARD BATTERY JUMPERS		
SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
NON-POLISHED BATTERY BOX COVER		
CAB AUXILIARY POWER CABLE	5	
POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	8	
POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
CUMMINS NATURALLY ASPIRATED 25.9 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
CUMMINS INTEBRAKE BRAKE WITH HIGH MED LOW BRAKE		
RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
11 FOOT 00 INCH (132 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
13 GALLON DIESEL EXHAUST FLUID TANK		
100 PERCENT DIESEL EXHAUST FLUID FILL		
STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
STANDARD DIESEL EXHAUST FLUID TANK CAP		
STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD		
BORG WARNER (KYSOR) REAR AIR ON/OFF ENGINE FAN CLUTCH		



Prepared for:
MIKE MOORE
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TRANSWEST TRUCK TRAILER RV
20770 E I76 FRONTAGE ROAD
BRIGHTON, CO 80603
Phone: (303)289-3161

Description	Weight Front	Weight Rear
AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
CUMMINS SPIN ON FUEL FILTER		
COMBINATION FULL FLOW/BYPASS OIL FILTER		
1500 SQUARE INCH ALUMINUM RADIATOR		
MOUNTING FOR FIREWALL MOUNTED SURGE TANK		
ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
GATES POWERGRIP SHRINK BAND HOSE CLAMPS WHERE POSSIBLE		
RADIATOR DRAIN VALVE		
1350 ADAPTER FLANGE FOR FRONT PTO PROVISION	20	
PHILLIPS-TEMRO 1500 WATT/115 VOLT BLOCK HEATER	4	
CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
DELCO 12V 39MT HD/OCP STARTER WITH THERMAL PROTECTION AND INTEGRATED MAGNETIC SWITCH		

Transmission

ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	260	100
---	-----	-----

Transmission Equipment

ALLISON VOCATIONAL PACKAGE 145 -
AVAILABLE ON 3000/4000 PRODUCT FAMILIES
WITH VOCATIONAL MODEL RDS

ALLISON VOCATIONAL RATING FOR ON/OFF
HIGHWAY APPLICATIONS AVAILABLE WITH ALL
PRODUCT FAMILIES

PRIMARY MODE GEARS, LOWEST GEAR 1,
START GEAR 1, HIGHEST GEAR 6, AVAILABLE
FOR 3000/4000 PRODUCT FAMILIES ONLY

SECONDARY MODE GEARS, LOWEST GEAR 1,
START GEAR 1, HIGHEST GEAR 6, AVAILABLE
FOR 3000/4000 PRODUCT FAMILIES ONLY

PRIMARY SHIFT SCHEDULE RECOMMENDED BY
DTNA AND ALLISON, THIS DEFINED BY ENGINE
AND VOCATIONAL USAGE

SECONDARY SHIFT SCHEDULE
RECOMMENDED BY DTNA AND ALLISON, THIS
DEFINED BY ENGINE AND VOCATIONAL USAGE



Prepared for:
 MIKE MOORE
 STATE OF CO AND POLITICAL SUB
 DIV
 4201 E ARKANSAS AVE
 DENVER, CO 80222
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Prepared by:
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 TRANSWEST TRUCK TRAILER RV
 20770 E I76 FRONTAGE ROAD
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Description	Weight Front	Weight Rear
PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		
DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
DIRECTION CHANGE ENABLED WITH MULTIPLEXED SERVICE BRAKES - ALLISON 5TH GEN TRANSMISSIONS		
VEHICLE INTERFACE WIRING CONNECTOR WITH BLUNT CUTS, AT BACK OF CAB		
ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED		
MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
TRANSMISSION PROGNOSTICS - ENABLED 2013		
WATER TO OIL TRANSMISSION COOLER, FRAME MOUNTED		
TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment

MFS-20-133A 22,000# FL1 71.0 INCH KPI/3.74 INCH DROP SINGLE FRONT AXLE	270
MERITOR 16.5X6 Q+ HIGH CAPACITY CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	20
NON-ASBESTOS FRONT BRAKE LINING	
CAST IRON OUTBOARD FRONT BRAKE DRUMS	
FRONT BRAKE DUST SHIELDS	5
FRONT OIL SEALS	
VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL	
STANDARD SPINDLE NUTS FOR ALL AXLES	
MERITOR AUTOMATIC FRONT SLACK ADJUSTERS	
STANDARD KING PIN BUSHINGS	



Prepared for:
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Description	Weight Front	Weight Rear
TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR POWER STEERING PUMP 4 QUART POWER STEERING RESERVOIR OIL/AIR POWER STEERING COOLER GUARANTEED NAME BRAND "ROADRANGER SYNTHETIC" FE 75W-90 FRONT AXLE LUBE	130	
Front Suspension		
23,000# FLAT LEAF FRONT SUSPENSION GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION NO FRONT SUSPENSION OPTIONS FRONT SHOCK ABSORBERS	340	
Rear Axle and Equipment		
RT-46-160P 46,000# R-SERIES TANDEM REAR AXLE 4.56 REAR AXLE RATIO IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		450
MXL 18T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES (1) INTERAXLE LOCK VALVE FOR TANDEM OR TRIDEM DRIVE AXLES BLINKING LAMP WITH EACH INTERAXLE LOCK SWITCH, INTERAXLE UNLOCK DEFAULT WITH IGNITION OFF MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES NON-ASBESTOS REAR BRAKE LINING ASPHALT SPREADER CLEARANCE REAR BRAKE GEOMETRY	-10	-10
CONMET CAST IRON REAR BRAKE DRUMS REAR BRAKE DUST SHIELDS REAR OIL SEALS		20 10
WABCO TRISTOP D LONGSTROKE 2-DRIVE AXLE SPRING PARKING CHAMBERS HALDEX AUTOMATIC REAR SLACK ADJUSTERS GUARANTEED NAME BRAND "ROADRANGER SYNTHETIC" FE 75W-90 REAR AXLE LUBE		



Prepared for:
 MIKE MOORE
 STATE OF CO AND POLITICAL SUB
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 4201 E ARKANSAS AVE
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Prepared by:
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 TRANSWEST TRUCK TRAILER RV
 20770 E I76 FRONTAGE ROAD
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 Phone: (303)289-3161

Description	Weight Front	Weight Rear
STANDARD REAR AXLE BREATHER(S)		
Rear Suspension		
TUFTRAC GEN2 46,000# REAR SPRING SUSPENSION		280
9.5 INCH NOMINAL RIDE HEIGHT (460MM GLOBAL REFERENCE HEIGHT)		
AXLE CLAMPING GROUP		
55 INCH AXLE SPACING		
FORE/AFT AND TRANSVERSE CONTROL RODS		
REAR SHOCK ABSORBERS - ONE AXLE		
Brake System		
WABCO 4S/4M ABS WITH TRACTION CONTROL, WITH ATC OFF-ROAD SWITCH		
REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
FIBER BRAID PARKING BRAKE HOSE		
STANDARD BRAKE SYSTEM VALVES		
STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
STD U.S. FRONT BRAKE VALVE		
RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER		
AIR DRYER MOUNTED INBOARD ON LH RAIL		
STEEL AIR BRAKE RESERVOIRS		
CLEAR FRAME RAIL FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, RH RAIL INSIDE/OUTBOARD AND BELOW		
BW DV-2 AUTO DRAIN VALVE WITH HEATER - WET TANK		
Trailer Connections		
AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND NO DUST COVERS		
PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, ABS CENTER PIN POWERED THROUGH IGNITION		
SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME		
UPGRADED CHASSIS MULTIPLEXING UNIT		
Wheelbase & Frame		



Prepared for:
MIKE MOORE
STATE OF CO AND POLITICAL SUB
DIV
4201 E ARKANSAS AVE
DENVER, CO 80222
Phone: 303-555-1212



Prepared by:
Will Schafer
TRANSWEST TRUCK TRAILER RV
20770 E I76 FRONTAGE ROAD
BRIGHTON, CO 80603
Phone: (303)289-3161

Description	Weight Front	Weight Rear
4875MM (192 INCH) WHEELBASE		
1/2X3.64X11-7/8 INCH STEEL FRAME (12.7MMX301.6MM/0.5X11.88 INCH) 120KSI	290	260
PARTIAL INNER FRAME REINFORCEMENT AT FRONT SUSPENSION	180	
BODY COMPANY INSTALLED ADDITIONAL FRONT FRAME REINFORCEMENT FOR SNOW PLOW		
1600MM (63 INCH) REAR FRAME OVERHANG		
FRAME OVERHANG RANGE: 61 INCH TO 70 INCH		
24 INCH INTEGRAL FRONT FRAME EXTENSION	140	-20
CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 126.38 in		
CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 111.38 in		
CALC'D FRAME LENGTH - OVERALL : 324.53		
CALCULATED FRAME SPACE LH SIDE : 24.35 in		
CALCULATED FRAME SPACE RH SIDE : 150.32 in		
CALC'D SPACE AVAILABLE FOR DECKPLATE : 120.45 in		
SQUARE END OF FRAME		
FRONT CLOSING CROSSMEMBER		
STANDARD WEIGHT ENGINE CROSSMEMBER		
STANDARD MIDSHIP #1 CROSSMEMBER(S)		
STANDARD REAR MOST CROSSMEMBER		
HEAVY DUTY SUSPENSION CROSSMEMBER		30

Chassis Equipment

14 INCH PAINTED STEEL BUMPER	20
FRONT TOW HOOKS - FRAME MOUNTED	15
BUMPER MOUNTING FOR SINGLE LICENSE PLATE	
GRADE 8 THREADED HEX HEADED FRAME FASTENERS	

Fuel Tanks

80 GALLON/302 LITER ALUMINUM FUEL TANK - LH	10
25 INCH DIAMETER FUEL TANK(S)	
PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS	



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Description	Weight Front	Weight Rear
FUEL TANK(S) FORWARD		
PLAIN STEP FINISH		
FUEL TANK CAP(S)		
ALLIANCE FUEL FILTER/WATER SEPARATOR	15	
EQUIFLO INBOARD FUEL SYSTEM		
HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires		
MICHELIN XZY-3 425/65R22.5 20 PLY RADIAL FRONT TIRES	196	
MICHELIN X MULTI D 11R22.5 14 PLY RADIAL REAR TIRES		192
Hubs		
CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels		
MAXION WHEELS 10035 22.5X12.25 10-HUB PILOT 4.75 INSET 5-HAND STEEL DISC FRONT WHEELS	102	
ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2- HAND HD STEEL DISC REAR WHEELS		104
Cab Exterior		
114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
AIR CAB MOUNTING		
NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
SHORT FENDER WITH MUDFLAP		
LH AND RH EXTERIOR GRAB HANDLES WITH SINGLE RUBBER INSERT		
BRIGHT FINISH RADIATOR SHELL/HOOD BEZEL		
STATIONARY BLACK GRILLE WITH BRIGHT ACCENTS		
CHROME HOOD MOUNTED AIR INTAKE GRILLE		
FIBERGLASS HOOD		
DUAL 26 INCH RECTANGULAR POLISHED ALUMINUM AIR HORNS ROOF MOUNTED	4	
DUAL ELECTRIC HORNS		
DUAL HORN SHIELDS		



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Description	Weight Front	Weight Rear
DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
KEY QUANTITY OF 2		
REAR LICENSE PLATE MOUNT END OF FRAME		
HALOGEN COMPOSITE HEADLAMPS WITH BRIGHT BEZELS		
LED AERODYNAMIC MARKER LIGHTS		
FREIGHTLINER LED FLANGE MOUNTED STOP/TAIL/TURN LIGHTS WITH SEPARATE INCANDESCENT BACKUP LIGHTS		5
STANDARD FRONT TURN SIGNAL LAMPS		
DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE		
DOOR MOUNTED MIRRORS		
102 INCH EQUIPMENT WIDTH		
LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
STANDARD SIDE/REAR REFLECTORS		
RH AFTERTREATMENT SYSTEM CAB ACCESS WITH PLAIN SHIELDING		
COMPOSITE EXTERIOR SUN VISOR	10	
63X14 INCH TINTED REAR WINDOW		
TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS		
RH AND LH ELECTRIC POWERED WINDOWS, PASSENGER SWITCHES ON DOOR(S)	4	
1-PIECE SOLAR GREEN GLASS WINDSHIELD		
8 LITER (2 GAL) WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITH FLUID LEVEL INDICATOR		
Cab Interior		
OPAL GRAY VINYL INTERIOR		
MOLDED PLASTIC DOOR PANEL		
MOLDED PLASTIC DOOR PANEL		
BLACK MATS WITH SINGLE INSULATION		
DASH MOUNTED ASH TRAYS AND LIGHTER		
FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING		
IN DASH STORAGE BIN		
CENTER STORAGE CONSOLE MOUNTED ON BACKWALL	20	



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Description	Weight Front	Weight Rear
(2) CUP HOLDERS LH AND RH DASH		
GRAY/CHARCOAL FLAT DASH		
SMART SWITCH EXPANSION MODULE		
5 LB. FIRE EXTINGUISHER	10	
HEATER, DEFROSTER AND AIR CONDITIONER		
STANDARD HVAC DUCTING WITH SNOW SHIELD FOR FRESH AIR INTAKE		
MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
STANDARD HEATER PLUMBING WITH BALL SHUTOFF VALVES		
VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
BINARY CONTROL, R-134A		
PREMIUM INSULATION		
SOLID-STATE CIRCUIT PROTECTION AND FUSES WITH SPARE FUSE KIT		
12V NEGATIVE GROUND ELECTRICAL SYSTEM		
DOME DOOR ACTIVATED LH AND RH, DUAL READING LIGHTS, FORWARD CAB ROOF		
LH AND RH ELECTRIC DOOR LOCKS		
(1) 12 VOLT POWER SUPPLY IN DASH		
TRIANGULAR REFLECTORS WITHOUT FLARES	10	
PREMIUM HIGH BACK AIR SUSPENSION DRIVER SEAT WITH 3 CHAMBER AIR LUMBAR, INTEGRATED CUSHION EXTENSION, FORWARD AND REAR CUSHION TILT, ADJUSTABLE SHOCK ABSORBER	70	
BASIC HIGH BACK NON SUSPENSION PASSENGER SEAT		
LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
BLACK MORDURA CLOTH DRIVER SEAT COVER		
BLACK MORDURA CLOTH PASSENGER SEAT COVER		
BLACK SEAT BELTS		
ADJUSTABLE TILT AND TELESOPING STEERING COLUMN	10	
18 INCH (450MM) LEATHER WRAPPED STEERING WHEEL		
DRIVER AND PASSENGER INTERIOR SUN VISORS		

Instruments & Controls

GRAY DRIVER INSTRUMENT PANEL



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Description	Weight Front	Weight Rear
GRAY CENTER INSTRUMENT PANEL		
BLACK GAUGE BEZELS		
LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
(1) SINGLE BRAKE APPLICATION AIR GAUGE		
2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
DASH MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS		
97 DB BACKUP ALARM		3
ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL		
KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED		
HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
2 INCH ELECTRIC FUEL GAUGE		
ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
ELECTRIC ENGINE OIL PRESSURE GAUGE		
OVERHEAD INSTRUMENT PANEL		
AM/FM/WB WORLD TUNER RADIO WITH SIRIUS XM, CD PLAYER, BLUETOOTH, IPOD INTERFACE AND USB AND AUXILIARY INPUTS, J1939	10	
DASH MOUNTED RADIO		
(2) RADIO SPEAKERS IN CAB		
COBRA 29NW LTD CLASSIC FACTORY INSTALLED CB RADIO	5	
ROOF/OVERHEAD CONSOLE CB RADIO PROVISION		
MULTI-BAND AM/FM/WB/CB LH MIRROR MOUNTED ANTENNA SYSTEM		
INTEROPERABLE SDAR ANTENNA		
ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		



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Description	Weight Front	Weight Rear
STANDARD VEHICLE SPEED SENSOR		
ELECTRONIC 3000 RPM TACHOMETER		
NO VEHICLE PERFORMANCE MONITOR	-5	
IGNITION SWITCH CONTROLLED ENGINE STOP		
THREE ON/OFF ROCKER SWITCHES IN THE DASH WITH INDICATOR LIGHTS AND WIRE ROUTED TO CHASSIS AT BACK OF CAB, LABEL OPT		
PRE-TRIP LAMP INSPECTION, ALL OUTPUTS FLASH, WITH SMART SWITCH		
BW TRACTOR PROTECTION VALVE		
TRAILER HAND CONTROL BRAKE VALVE		
DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY AND ARCTIC TYPE BLADES		
MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH AND DUAL CONNECTORS AND SWITCH FOR CUSTOMER FURNISHED SNOW PLOW LIGHTS, LOW BEAMS OFF WITH HIGH BEAMS		
TWO VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR		
SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		
INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		

Design

PAINT: ONE SOLID COLOR

Color

CAB COLOR A: L0006EY WHITE ELITE EY
 BLACK, HIGH SOLIDS POLYURETHANE CHASSIS
 PAINT
 POWDER WHITE (N0006EA) FRONT
 WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
 POWDER WHITE (N0006EA) REAR
 WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
 STANDARD BLACK BUMPER PAINT
 SUNVISOR PAINTED SAME AS CAB COLOR A
 STANDARD E COAT/UNDERCOATING



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Description	Weight Front	Weight Rear
Certification / Compliance		

U.S. FMVSS CERTIFICATION, EXCEPT SALES
 CABS AND GLIDER KITS

Secondary Factory Options

CORPORATE PDI CENTER IN-SERVICE ONLY
 DEALER/CUSTOMER ADVISED AND ACCEPTS
 BUMPER SHOULD BE REMOVED PRIOR TO
 RECOVERING/TOWING THE VEHICLE PER
 FRACAS:11687
 GEN 2, DEDICATED PATHWAY, ROUTING AND
 CLIPPING

Raw Performance Data

CALCULATED EFFECTIVE BACK OF CAB TO
 REAR SUSPENSION C/L (CA) : 111.38 in
 CALC'D SPACE AVAILABLE FOR DECKPLATE :
 120.45 in

TOTAL VEHICLE SUMMARY

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	10244 lbs	7410 lbs	17654 lbs
Total Weight ⁺	10244 lbs	7410 lbs	17654 lbs

Extended Warranty

TOWING: 1 YEAR/UNLIMITED MILES/KM EXTENDED TOWING
 COVERAGE \$550 CAP FEX APPLIES



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(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.



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Q U O T A T I O N

114SD CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK
 CUM X12 455V HP @ 1900 RPM, 1700 LB-FT @ 1000
 RPM, 2000 GOV RPM, VOC
 ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH
 PTO PROVISION
 RT-46-160P 46,000# R-SERIES TANDEM REAR AXLE
 TUFTRAC GEN2 46,000# REAR SPRING SUSPENSION
 MFS-20-133A 22,000# FL1 71.0 INCH KPI/3.74 INCH
 DROP SINGLE FRONT AXLE
 23,000# FLAT LEAF FRONT SUSPENSION

114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL
 CAB
 4875MM (192 INCH) WHEELBASE
 1/2X3.64X11-7/8 INCH STEEL FRAME
 (12.7MMX301.6MM/0.5X11.88 INCH) 120KSI
 1600MM (63 INCH) REAR FRAME OVERHANG
 PARTIAL INNER FRAME REINFORCEMENT AT FRONT
 SUSPENSION
 BODY COMPANY INSTALLED ADDITIONAL FRONT
 FRAME REINFORCEMENT FOR SNOW PLOW

			PER UNIT		TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$	285,099	\$	285,099
EXTENDED WARRANTY		\$	200	\$	200
DEALER INSTALLED OPTIONS		\$	0	\$	0
CUSTOMER PRICE BEFORE TAX		\$	285,299	\$	285,299
TAXES AND FEES					
TAXES AND FEES		\$	0	\$	0
OTHER CHARGES		\$	0	\$	0
TRADE-IN					
TRADE-IN ALLOWANCE		\$	(0)	\$	(0)
BALANCE DUE	(LOCAL CURRENCY)	\$	285,299	\$	285,299

COMMENTS:

Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X _____ Date: ___ / ___ / ___.



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Q U O T A T I O N D E T A I L S

OTHER DEALER COSTS AND CREDITS

OJ WATSON CWA723 1	\$	163,959	\$	163,959
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EXTENDED WARRANTY

TOWING: 1 YEAR/UNLIMITED MILES/KM EXTENDED TOWING COVERAGE \$550 CAP FEX APPLIES	\$	200	\$	200
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Daimler Truck Financial

Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at Information@dtfoffers.com.

Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at www.daimler-truckfinancial.com.





REPORT TO CITY COUNCIL RESOLUTION

**AGENDA ITEM
8.B.1.**

TO: THE HONORABLE CITY COUNCIL

DATE: March 15, 2021

SUBJECT: R21-050 A Resolution Authorizing an Intergovernmental Agreement Between the City and County of Denver Acting By and Through Its Board of Water Commissioners “Denver Water”, the City of Arvada and North Table Mountain Water & Sanitation District for the Planned Shutdown of Ralston Reservoir to Perform the Ralston Reservoir Dam Upstream Control Renovation Project

Report in Brief

The City Council is requested to authorize the approval of an Intergovernmental Agreement (IGA) between the Denver Water Board of Commissioners, the City of Arvada, and North Table Mountain Water and Sanitation District for the Ralston Dam Upstream Control Renovation Project. This project will require the shutdown and drainage of Ralston Reservoir which supplies raw water to the City of Arvada’s primary water treatment facility “Ralston Water Treatment Plant” and North Table Mountain (NTM) Water Treatment Plant. The IGA ensures the continued supply of water to Arvada and NTM’s treatment facilities and associated costs reimbursements.

The Arvada team recommends that the City Council approve R21-050, A Resolution Authorizing an Intergovernmental Agreement Between the City and County of Denver Acting By and Through Its Board of Water Commissioners “Denver Water”, the City of Arvada and North Table Mountain Water & Sanitation District for the Planned Shutdown of Ralston Reservoir to Perform the Ralston Reservoir Dam Upstream Control Renovation Project.

Financial Impact

The Intergovernmental Agreement between Denver Water, City of Arvada and North Table Mountain will have little to no financial impact on the City of Arvada.

The City of Arvada will be reimbursed for the construction of the NTM interconnect with Arvada's raw water pump line. The estimated price for this portion of the pipeline is aligned with Denver Water's not to exceed amount of \$50,000. Denver Water will also pay for the Raw Water Pump Station's kW power usage during the Ralston Reservoir shutdown, which offset the majority cost of running the pump station.

Background

Denver Water owns and operates Ralston Reservoir, located directly west of Arvada Reservoir. Ralston Reservoir supplies raw water for municipal water treatment facilities, including the City of Arvada’s primary water purification facility “Ralston Water Treatment Plant” in accordance with the Denver Water 1965 Contract, North Table Mountain Water and Sanitation District’s (NTM) Treatment Facility and Denver Water’s Moffat Water Treatment Plant.

Denver Water needs to replace a broken upstream control valve, refurbish the emergency slide gate, and resolve multiple dam safety risks at the Ralston Dam that will require draining of the reservoir. Completing this project will improve the operation and safety of Ralston Reservoir and the reliability of water supply to the Parties included in the IGA. The duration of the project will be from October 1, 2021 to April 15, 2022. During the outage period, Denver Water will supply Water to Arvada Reservoir through South Boulder Creek Diversion to Ralston Creek which enters Arvada Reservoir to ensure adequate water supply for the City of Arvada and North Table Mountain. The City of Arvada is currently building a 12MGD raw water pump

SUBJECT: R21-050 A Resolution Authorizing an Intergovernmental Agreement Between the City and County of Denver Acting By and Through Its Board of Water Commissioners “Denver Water”, the City of Arvada and North Table Mountain Water & Sanitation District for the Planned Shutdown of Ralston Reservoir to Perform the Ralston Reservoir Dam Upstream Control Renovation Project

PAGE: 2
ITEM: 8.B.1.

station (Project 19WA40) that will pump water from Arvada Reservoir up to the Ralston Water Treatment Plant. This pump station is designed for Ralston Reservoir outages, future water exchange needs and redundancy to ensure a continued supply of drinking water to the citizens of Arvada. North Table Mountain will receive up to 3 Million Gallons per Day (MGD) from Arvada’s pump line to feed the NTM Plant.

The IGA ensures Denver Water will pay for the kW usage charges for power used at Arvada’s raw water pump station during the outage period and will reimburse Arvada for the infrastructure costs incurred to construct the raw water connection point feeding NTM, up to \$50,000 for construction and material costs. Additionally, Arvada has the right during the drainage period to cease any water being drained by Denver Water into Arvada Reservoir due to water quality and sediment concerns.

Discussion

The approval of the IGA guarantees that the City of Arvada’s concerns and needs are met and ensures the ability to continue to supply safe, high quality drinking water to the citizens of Arvada, now and in to the future. Repair of the Ralston Reservoir is critical to the safety and functionality of the dam, the ability to continue to supply a quality raw water source and the ability continue to ensure the safety of the Arvada Reservoir and downstream Arvada communities.

If the IGA is not approved, the Ralston Dam work cannot proceed. The cancellation of the work would have a negative impact on the City of Arvada's drinking water supply in the future as well as a possible risk to the safety of the dam and the areas downstream (east) of the reservoir. A delay in the project may cause increased pricing later on, which may cause Arvada to incur higher raw water rates from Denver Water in the future.

The IGA stipulates Denver Water will reimburse the City of Arvada, up to \$50,000, for construction and material cost to construct the portion of the raw water pipeline interconnect that will supply water to North Table Mountain Water Treatment Plant. During the outage and pumping period, Denver Water will pay the kW usage charges for power used at the Arvada's Raw Water Pump Station.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The approval of the Intergovernmental Agreement will ensure continued production of safe high quality drinking water for the citizens of Arvada and aligns to the Infrastructure Priority Area Strategic Plan Principle "Provides the community with a safe, reliable, high-quality water supply, drainage system, and wastewater disposal services for full city build-out, as defined by the Comprehensive Plan. This includes maintaining utility rates at lowest practical levels with accurate billing that supports replacement of aging infrastructure in order to maintain robust utility systems."

The IGA also meets the 2020-2025 City Council Strategic Result "By 12/25, the City will have 100% of the water supply needed for build-out as defined by the comprehensive plan." The guaranteed structural integrity of Ralston Reservoir and Dam will ensure the City of Arvada does not lose any already acquired water and the future Gross Reservoir water the City has obtained will have the appropriate conduit needed to make it to Arvada.

Alternative Courses of Action

N/A

SUBJECT: R21-050 A Resolution Authorizing an Intergovernmental Agreement Between the City and County of Denver Acting By and Through Its Board of Water Commissioners “Denver Water”, the City of Arvada and North Table Mountain Water & Sanitation District for the Planned Shutdown of Ralston Reservoir to Perform the Ralston Reservoir Dam Upstream Control Renovation Project

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Recommendation for Action

The Arvada team recommends that the City Council approve R21-050, A Resolution Authorizing an Intergovernmental Agreement Between the City and County of Denver Acting By and Through Its Board of Water Commissioners “Denver Water”, the City of Arvada and North Table Mountain Water & Sanitation District for the Planned Shutdown of Ralston Reservoir to Perform the Ralston Reservoir Dam Upstream Control Renovation Project.

Suggested Motion:

I move that R21-050, A Resolution Authorizing an Intergovernmental Agreement Between the City and County of Denver Acting By and Through Its Board of Water Commissioners “Denver Water”, the City of Arvada and North Table Mountain Water & Sanitation District for the Planned Shutdown of Ralston Reservoir to Perform the Ralston Reservoir Dam Upstream Control Renovation Project, be (approved) (rejected).

Prepared by:

Brad Wyant, Water Treatment Manager

Reviewed by:

Hannah Gregory, Legal Administrative Assistant 3/3/2021

Erika Pierce, Litigation Paralegal 3/3/2021

Approved by:

Sharon Israel, Director of Utilities 3/3/2021

Bryan Archer, Director of Finance 3/3/2021

Brad Moloney, Deputy City Attorney 3/3/2021

Rachel Morris, City Attorney 3/3/2021

Lorie Gillis, Deputy City Manager 3/3/2021

Mark Deven, City Manager 3/4/2021

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R21-050

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY AND COUNTY OF DENVER ACTING BY AND THROUGH ITS BOARD OF WATER COMMISSIONERS “DENVER WATER”, THE CITY OF ARVADA AND NORTH TABLE MOUNTAIN WATER & SANITATION DISTRICT FOR THE PLANNED SHUTDOWN OF RALSTON RESERVOIR TO PERFORM THE RALSTON RESERVOIR DAM UPSTREAM CONTROL RENOVATION PROJECT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, an Agreement, which is in substantially the same form as that attached hereto.

Section 2. This resolution shall be effective upon its approval by the City Council.

APPROVED AND ADOPTED this 15th day of March, 2021.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:
Rachel A. Morris, City Attorney

By: _____

INTERGOVERNMENTAL AGREEMENT

Ralston Dam Upstream Control Renovation Project

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is entered into this ____ day of _____, 2021, between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, acting by and through its BOARD OF WATER COMMISSIONERS ("Denver Water"); CITY OF ARVADA, a municipal corporation of the State of Colorado ("Arvada"); and NORTH TABLE MOUNTAIN WATER & SANITATION DISTRICT, a special district of the State of Colorado ("North Table Mountain") (collectively, "the Parties").

Recitals

- A. Denver Water owns and operates a municipal water supply system that provides water supply for inhabitants of the City and County of Denver and by contract to certain areas outside the boundaries of the City and County of Denver including Arvada and North Table Mountain.
- B. Arvada owns and operates a municipal water supply system that provides water service for inhabitants of the City of Arvada.
- C. North Table Mountain owns and operates a municipal water supply system that provides water service for the inhabitants within the North Table Mountain service area.
- D. Denver Water owns and operates Ralston Reservoir.
- E. Denver Water needs to replace a broken upstream control valve, refurbish the emergency slide gate, and resolve multiple dam safety risks at Ralston Dam that will require draining the reservoir. Completing this project will improve the operation and safety of Ralston Reservoir, and the reliability of water supply to the Parties.
- F. Arvada, North Table Mountain and Denver Water have a history of cooperative efforts and wish to continue that cooperation to the mutual benefit of their customers and residents.
- G. State law, especially C.R.S. § 29-1-203, encourages the cooperation of local government entities in providing legally authorized services such as water supply.

NOW THEREFORE, the Parties agree as follows:

Article I **Overview**

1.1 Arvada. Denver Water provides raw water to Arvada from Ralston Reservoir in accordance with a contract dated May 25, 1965 ("1965 Contract"). Denver Water needs to replace a broken upstream control valve, refurbish the emergency slide gate, and

resolve multiple dam safety risks at Ralston Dam that will require draining Ralston Reservoir. Arvada is currently constructing a 12 mgd pumping facility and pipeline to pump water from Arvada Reservoir (aka Blunn Reservoir) to the Ralston Water Treatment Plant. The pump station will be completed no later than October 1, 2021. Due to the work to replace a broken control valve, certain provisions of the 1965 Contract will need to be temporarily modified as set forth in Article III.

1.2 North Table Mountain. Denver Water provides raw water to North Table Mountain from Ralston Reservoir in accordance with a contract dated January 19, 1988 ("1988 Contract"). Due to the work to replace a broken control valve, certain provisions of the 1988 Contract will need to be temporarily modified as set forth in Article IV. During the Outage Period, Denver Water will deliver North Table Mountain's raw water to Arvada Reservoir, and Arvada will deliver North Table Mountain's raw water to North Table Mountain via the pump station described in section 1.1. North Table Mountain plans to build a pipeline to transport raw water from Arvada's raw water delivery point, located on Dunraven St, to NTM's treatment plant. The pipeline will be completed no later than October 15, 2021.

Article II **Operations**

2.1 Duration. Denver Water anticipates that Ralston Reservoir will be out of service from October 15, 2021 through April 15, 2022 ("Outage Period").

2.2 Draining. Denver Water will begin draining Ralston Reservoir starting in the period October 1, 2021 – November 26, 2021. Ralston Reservoir will be drained to an elevation needed to commence work. This period shall not exceed 55 days ("Drainage Period"). Denver Water will make a slug release of up to 2,500 acre feet from Ralston Reservoir or South Boulder Canal to fill Arvada Reservoir prior to the Drainage Period with the consent of Arvada. Arvada reserves the right to not take water from Ralston Creek during the Drainage Period. In the event Arvada chooses not to take water during the Drainage Period, Denver Water will take reasonable efforts to release water through the South Boulder Canal. The Parties acknowledge that there may be no practical way for Denver Water to avoid discharging water from Ralston Reservoir to Ralston Creek. In the event Denver Water cannot avoid discharging water to Ralston Creek, Denver Water will notify Arvada prior to the discharge, via email, the expected flow rates, time frame and reason the discharge cannot be avoided.

2.3 Delivery to Arvada during draining. No raw water under the 1965 Contract will be delivered to Arvada during the Drainage Period unless Arvada and Denver Water mutually agree that Arvada will take delivery of water drained from Ralston Reservoir. During this period, Arvada shall rely on and utilize other sources of water in Arvada Reservoir. During the Drainage Period, any volume of water released from Ralston Reservoir that Arvada stores or treats and is not otherwise authorized under river administration at the time shall be considered a 1965 Contract delivery.

2.4 Delivery to Arvada after the draining period. After the Drainage Period and work commences to repair the upstream control valve, Denver Water shall deliver raw water

to Arvada by releasing raw water from the South Boulder Canal to Ralston Creek, which flows into Arvada Reservoir. Arvada will pump water from Arvada Reservoir to the Ralston Water Treatment Plant.

2.4.1 Amount. Consistent with paragraph 25 of the 1965 Contract, Denver Water shall deliver up to 8,500 acre feet from South Boulder Canal to Arvada Reservoir between September 15, 2021 and May 15, 2022.

2.4.2 Payment. Arvada shall pay for all water delivered hereunder pursuant to the current rates established in the 1965 Contract or as amended by subsequent agreement. The amount of water delivered to Arvada through the South Boulder Canal shall be calculated by taking the amount measured at the Ralston Creek flume and subtracting transportation losses, the amount delivered to North Table Mountain and any water released (from either Upper Long Lake or South Boulder Canal) or pumped (Ralston Reservoir) for river administration.

2.4.3 Flow Rate. Denver shall release water from South Boulder Canal at a rate of flow between 75 cubic feet per second ("cfs") and 125 cfs as operationally agreed upon.

2.4.4 Measurement Point. Water released from the South Boulder Canal will be measured at the Ralston Creek flume (RALBLWCO) located below Ralston Reservoir.

2.4.5 Transportation Losses. The parties agree that transportation losses between the point of measurement and delivery point are 0.17%.

2.4.6 Other Losses. Arvada shall be solely responsible for any other losses after delivery of the water.

2.4.7 Delivery Point. The Delivery Point to Arvada under the 1965 Contract for the duration of the Drainage Period and Outage Period will be Arvada Reservoir.

2.4.8 Pumping Costs and Outage Costs. Denver Water shall pay for kW usage charges for power used at Arvada's Pump Station to pump water delivered by Denver Water from the South Boulder Canal. Arvada shall pay for monthly fees not related to usage per month (i.e. peak demand, connection fee, etc.). Denver Water will reimburse Arvada for the infrastructure costs incurred to construct the raw water connection point feeding North Table Mountain's 12" pipeline. Reimbursement costs will be the difference between the cost to install piping with no connection tie-in to NTM and the cost of the NTM tie-in connection. Denver will reimburse Arvada up to \$50,000 for the construction and material costs.

2.4.9 Storage Capacity. Arvada is responsible for maintaining capacity in Arvada Reservoir to take delivery of the South Boulder Canal water.

2.5 Delivery to North Table Mountain. Denver Water will be unable to deliver raw water to North Table Mountain during the Outage Period as described in the 1988

Contract. Instead, Arvada shall pump raw water from Arvada Reservoir to North Table Mountain treatment plant in lieu of the raw water provided by Denver Water during the Outage Period.

2.5.1 Amount. Arvada shall provide up to 1,000 acre feet of raw water to North Table Mountain during the Outage Period.

2.5.2 Flow Rate. Arvada shall provide raw water to North Table Mountain at an instantaneous flow rate up to 3 million gallons/day ("mgd") during the Outage Period.

2.5.3 Location. Water will be provided at Arvada's 12-inch raw water connection to NTM WTP pipeline.

2.5.4 Payment. North Table Mountain shall pay Denver Water for all water delivered hereunder pursuant to the current rates, established in the 1988 Contract or as amended by subsequent agreements. The amount of water delivered to North Table Mountain shall be measured at the flow meter at the connection point to Arvada's raw water connection to NTM WTP pipeline.

2.5.5 Accounting. North Table Mountain shall use a new meter at the connection point to Arvada's raw water line to measure raw water delivered by Arvada.

2.5.6 Outage Costs. Denver Water will reimburse North Table Mountain for the infrastructure and pumping costs incurred during the Ralston Reservoir outage. Infrastructure reimbursement costs include the costs to construct a raw water pipeline from Arvada's tie-in to the Recycle Water Ponds and to North Table Mountain's treatment plant intake PRV vault. Denver Water will reimburse North Table Mountain up to \$240,000 for the construction costs. Denver Water will reimburse North Table Mountain \$17.10 per million gallons pumped from their recycle water pumps. North Table Mountain shall measure the volume pumped from their recycle water pumps at least monthly and shall report that information to Denver Water.

2.5.7 Infrastructure. After construction, North Table Mountain will own the raw water pipeline that will allow Arvada to deliver raw water to North Table Mountain's treatment plant. This infrastructure shall be maintained by North Table Mountain for the extent of its useful lifespan. This infrastructure shall be available for use during future Ralston Reservoir outages within its useful lifespan (estimated to be approximately 50 years).

Article III **Modification of 1965 Contract**

3.1 Paragraph 34. Paragraph 34.b. of the 1965 Contract requires Arvada to meet its total annual supply requirements of the Arvada Service Area with 90% of the Moffat

System after the first 3,000 acre feet. For the annual periods in 2021 and 2022, the requirement set forth in paragraph 34.b. is waived.

3.2 In the event Denver Water must load shift potable water from sources other than the Moffat System into the area normally served potable water by the Board from the Moffat System to provide Arvada water between October 15, 2021 through April 15, 2022, then Arvada shall not be charged as described in paragraph 35 of the 1965 Contract for the annual period spanning June 1, 2021 to May 31, 2022.

Article IV **Modification of 1988 Contract**

4.1 Substitute Supply of Water. During the Outage Period, North Table Mountain waives any requirement that Denver Water provide raw water under the terms of the 1988 Contract. Instead, Arvada shall provide raw water from Arvada Reservoir to North Table Mountain at a rate of up to 3 mgd during the Outage Period under the terms in Section 2.5.

Article V **Special Provisions**

5.1 Non-potable Water. All water delivered to Arvada under this IGA is water of whatever quality occurs now or in the future within Denver Water's system. Delivery of non-potable water under this Agreement will be on an "as is" basis only, and Denver Water neither expressly nor impliedly warrants the quality of the water. The non-potable water leased hereunder is not warranted as suitable for any particular purpose. Arvada shall not make any claim against Denver Water arising from the quality of water delivered, and Denver Water shall have no water treatment responsibility under this Agreement.

5.2 Units of Measurement. All water delivered under this IGA will be accounted for and delivered in whole acre feet or million gallons per day.

5.3 Approvals. The Parties will mutually agree who will be responsible for obtaining all necessary authorizations, approvals, and permits as may be required to effectuate the deliveries of water under Article II.

5.4 Location of Use. Water delivered to Arvada or North Table Mountain must be used in their service areas as the same may exist from time to time in accordance with the 1965 Contract and the 1988 Contract, respectively.

5.5 Use of Water. Water delivered to Arvada and North Table Mountain under Article II shall be used only for purposes set forth in the 1965 Contract and the 1988 Contract, respectively.

5.6 Dominion over Water. All water delivered by Denver Water or Arvada under this IGA shall be on a temporary basis only. Neither Arvada nor North Table Mountain nor its customers shall have any right to make a succession of uses of Denver Water's

water delivered under this IGA including raw water provided by Arvada to North Table Mountain in lieu of raw water from Denver Water. Upon completion of the primary use, all dominion over the water shall revert completely to Denver Water. Except as herein specifically provided, all property rights to the water delivered under this IGA are reserved to Denver Water. Arvada and North Table Mountain are not obligated to create any particular volume of return flow.

5.7 Invoices. Arvada and North Table Mountain shall provide Denver Water with a detailed invoice of all of the construction and pumping costs Denver Water has agreed to pay. Denver Water will pay invoices within thirty (30) days of either receipt of the invoice or completion of the work, whichever is later. Denver Water has the right to refuse to pay all or a portion of an invoice that is inconsistent with this Agreement; all undisputed portions of the invoice shall be paid.

Article VI **General Provisions**

6.1 Effect on Prior Contracts. Except as modified in Article III herein, the agreements or any amendments thereto between Denver Water and Arvada dated May 25, 1965, August 6, 1991 and December 7, 1999 shall remain in full force and effect. Except as modified in Article IV herein, the agreement between Denver Water and North Table Mountain dated January 19, 1988 shall remain in full force and effect.

6.2 No Operating Obligation. Nothing herein shall be deemed or construed as creating any obligation on Denver Water to operate its facilities in any particular manner, so long as Denver Water complies with the express terms of this Agreement.

6.3 Denver Charter Provisions. This IGA is made under and conformable to Article X of the Charter of the City and County of Denver, which controls the operation of the Denver Municipal Water System. Insofar as applicable, the Charter Provisions are incorporated herein and made a part hereof and shall supersede any apparently conflicting provisions otherwise contained in this Agreement.

6.4 Operating Rules. This Agreement is made under and conformable to Denver Water's Operating Rules and Engineering Standards applicable to the delivery of water outside the City and County of Denver.

6.5 Governmental Immunity Act. The Parties understand and agree that the Parties are relying upon, and have not waived, the monetary limitations and all other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as it may be amended from time to time.

6.6 No Assignment. No right hereunder shall be assigned by any Party.

6.7 Waiver. No Party shall waive its rights hereunder by failing to exercise its rights; any such failure shall not affect the right of such party to exercise at some future time the rights not previously exercised.

6.8 Remedies. None of the remedies provided for under this Agreement need to be exhausted or exercised as a prerequisite to any Party's pursuit of further relief to which it may be entitled.

6.9 No Exclusive Right. Nothing in this Agreement shall be construed as a grant by any party of any exclusive right or privilege.

6.10 Venue. The parties agree that this Agreement is performable in the City and County of Denver, notwithstanding that the parties hereto may find it necessary to take action in compliance with this Agreement outside the City and County of Denver. Venue for any dispute over any issue resulting from this Agreement shall be in the District Court for the City and County of Denver.

6.11 Term of IGA. This IGA shall terminate on May 31, 2022 unless extended by mutual written agreement of the parties.

6.12 Representatives. Denver Water's representative, to accept or give any request, approval, notice or the like provided for by this agreement shall be:

Raw Water Supply Manager
Denver Water
1600 W. 12th Ave.
Denver, Colorado 80204-3412
303-628-6110
Nathan.Elder@denverwater.org

Copy to:
Raw Water Operations
Denver Water
1600 W. 12th Ave
Denver, Colorado 80204-3412
303-628-6510
DailyWaterAccounting@denverwater.org

Arvada's representative shall be:

Director of Utilities
Sharon Israel
City of Arvada
8101 Ralston RD
Arvada, Colorado 80002
720-898-7761
sisrael@arvada.org

North Table Mountain's representative shall be:

North Table Mountain Water & Sanitation District
14806 W. 52nd Avenue
Golden, Colorado 80403
(303) 279.2854 Ext. 305
Bart@ntmwater.org

Where written notice is required, either mailed or email will be acceptable.

6.13 Integration. This Agreement shall be construed and enforced as the fully integrated expression of their contract with respect to the matters and subjects addressed herein. No express or implied covenant not specifically set forth herein shall be deemed to be a part of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Intergovernmental Agreement.

CITY OF ARVADA

ATTEST:

By: _____
Mayor

City Clerk

APPROVED AS TO FORM: Rachel A. Morris

By: _____
City Attorney

**NORTH TABLE MOUNTAIN WATER &
SANITATION DISTRICT**

By: _____
Paula Corbin, President

ATTESTED:

By: _____
Secretary

**CITY AND COUNTY OF DENVER,
acting by and through its
BOARD OF WATER COMMISSIONERS**

By: _____
President

DATE: _____

APPROVED:

By: _____
Chief External Affairs Officer

REGISTERED AND COUNTERSIGNED:
CITY AND COUNTY OF DENVER

By: _____
Timothy M. O'Brien, CPA
Auditor

APPROVED AS TO FORM:

By: _____
Office of General Counsel



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.B.2.

TO: THE HONORABLE CITY COUNCIL

DATE: March 15, 2021

SUBJECT: R21-051 A Resolution Authorizing a Tenth Extension of the Effective Date of the City Manager's Declaration of Emergency Relating to the Novel Coronavirus (COVID-19) and the Associated Public Health Crisis

Report in Brief

The novel coronavirus (COVID-19) pandemic has grown rapidly over the past few months, creating a major public health crisis on a national and international scale. Former President Donald Trump declared a national state of emergency and issued a federal disaster declaration for Colorado. Governor Jared Polis also declared a state of emergency. The State and local public health agencies have put in place certain restrictions and requirements for citizens designed to reduce the spread of COVID-19. Nearly all cities in the Denver metropolitan area have declared states of emergency as well.

This public health crisis has had major implications for the City of Arvada, including and not limited to decreased availability of employees to conduct City business, closure of City facilities, implementation of remote work locations in order to maintain City services, and the decreased ability to safely conduct City Council meetings, to name a few. To complicate matters further, the threat created by the COVID-19 has grown at an incredibly rapid pace during certain periods over the last six months, creating the need for quick action on the part of the City to protect its citizens and employees and to continue to offer critical services such as law enforcement and water treatment and delivery.

The conditions described herein caused the City Manager to declare an emergency on March 13, 2020. The City Manager's Emergency Declaration has been extended by City Council, and currently expires on March 31, 2021.

Following review of the current public health crisis, the City Manager is requesting Council approval to extend the Emergency Declaration from its current expiration date of March 31, 2021 through May 31, 2021. This request would extend the Emergency Declaration, mirroring similar action taken by neighboring municipalities. It also provides the City Manager with the flexibility to continue to address a rapidly changing situation on a local level.

The Arvada team recommends that the City Council approve R21-051, A Resolution Authorizing a Tenth Extension of the Effective Date of the City Manager's Declaration of Emergency Relating to the Novel Coronavirus (COVID-19) and the Associated Public Health Crisis.

Financial Impact

There is no financial impact associated with the recommended action. The financial impact associated with the public health crisis is being tracked by the Finance Department. Arvada team members will provide the City Council and the Arvada community with the costs of the City's response to the public health crisis as soon as possible in the future.

Background

On March 13, 2020, upon determining that the novel coronavirus (COVID-19) created a public health crisis necessitating emergency action, City Manager Mark Deven utilized the authority to declare an emergency pursuant to Sec. 26-34 of the Arvada City Code. The Emergency Declaration was later revised to correct a minor error on March 16, 2020.

Section 26-36 of the Arvada City Code provides that any emergency declaration made by the City Manager will be in effect for a period of seven days. Thereafter, upon request of the City Manager, the emergency declaration may be extended upon the approval of City Council. Based on the state of the pandemic through March 23, the City Manager requested, and City Council approved, an extension of the effective date of the emergency declaration through April 6, 2020. Council later approved a second extension of the Emergency Declaration through April 30, 2020, a third extension of the Emergency Declaration through May 30, 2020, a fourth extension of the Emergency Declaration through June 30, 2020, a fifth extension through July 31, 2020, a sixth extension through September 30, 2020, a seventh extension through November 30, 2020, an eighth extension through January 31, 2021, and a ninth extension through March 31, 2021.

Since the last requested extension was approved on January 25, 2021, cases and hospitalizations due to COVID-19 have trended downward. This is attributed to effective transmission control measures implemented in preceding weeks. Additionally, distribution and administration of the COVID-19 vaccines has an effect on disease transmission. Colorado Department of Public Health and Environment (CDPHE) extended and amended the Public Health Order outlining the Dial Framework that guides our level of reopening by county on February 6, 2021. As of that date, all Denver metro-area counties are in “Level Yellow” on the COVID-19 dial. This means fewer restrictions because the incidence rates and hospitalization rates have come down, resulting in increased capacity in schools, restaurants and other businesses. This data demonstrates we are reaching a point of stabilization in the pandemic as it pertains to disease transmission and the crisis of capacity in our healthcare system we saw in preceding months.

However, it is recommended to extend the emergency declaration for the City of Arvada for a few critical reasons. Variants of COVID-19 from around the world are monitored closely each day by state and local public health agencies. CDPHE is now classifying multiple variants by two categories in their data dashboard: “variants of concern” and “variants under investigation.” The Centers for Disease Control and Prevention describes a “variant of concern” as one that spreads easier, causes more severe disease, reduces the effectiveness of treatments or vaccines, or is harder to detect using current tests. Current variants of concern circulating in the United States include B.1.1.7, B.1.351, and P.1. The B.1.1.7 variant of concern has been found in Colorado in more than 70 cases as of late February 2021. “Variants under investigation,” such as L452R identified in cases in Colorado, show different characteristics of the original virus, but they are still under investigation and are being studied to understand their significance. The spread of variants is a concern among health officials and reinforces the need for transmission control measures such as wearing a mask and keeping physical distance between people.

Furthermore, the City of Arvada is providing support in planning and operations for vaccine distribution with our public health agency partners. Changes are expected in the vaccine distribution strategy in the next few weeks and months to execute the mandate of the Biden administration to vaccinate at least 100 million residents in his first 100 days in office. Colorado’s phased vaccine distribution plan is expected to hit its first milestone of administering one vaccine dose to at least 70% of people aged 70 or older by the end of February. By early March, the State expects to open the next phase of eligibility, including frontline essential workers and people aged 16-64 with two or more high-risk health conditions. Our continued flexibility in supporting distribution is critical through these next phases of vaccinating people with high risk of exposure to or contracting a more severe case of the virus.

Lastly, there may be opportunities for funding pandemic response for which an emergency declaration is recommended. This includes the expansion of eligibility for FEMA Public Assistance (PA) through September 30, 2021. The Colorado Division of Homeland Security and Emergency Management Office of Grants Management (which administers the FEMA PA program) highly recommends local jurisdictions have an active declaration for the time period covering any category B (emergency protective measures) expense reimbursement requests. This is primarily to demonstrate to FEMA that the funds were in fact emergency measures as opposed to something within the normal operation of the jurisdiction. Additionally, another Coronavirus Aid, Relief, and Economic Security (CARES) Act may be passed by Congress. The CARES Act required a showing that the funds were necessary expenditures due to the public health emergency. Ending the emergency declaration could effect the process of applying for emergency federal grants and aid.

The crisis of the COVID-19 pandemic is ever-changing, and the information above demonstrates that fact. This disruptive event requires quick decisions in order to focus on the safety and well-being of community and City team members, delivery of core services, management of City resources and general uncertainty associated with the recovery of Arvada businesses and

institutions. Therefore, the City Manager has requested an extension of the Emergency Declaration through May 31, 2021. The City Manager has, and will continue to, record any use of the powers authorized under Section 26-38 of the Arvada City Code. City Council will be regularly informed of all such action as soon as practical under the circumstances.

Discussion

In association with the Emergency Declaration, the following high level-actions have been authorized by the City Manager:

- Opened the Emergency Operations Center;
- Cancelled all public events;
- Closed all City facilities, including City Hall and the Municipal Court, to the public;
- Cancelled all public meetings, including City Council meetings, until further notice;
- Implemented remote work for employees, as feasible;
- For employees that cannot work remotely, implemented social distancing and related health protocols;
- Authorized leave policies for employees who cannot work remotely and/or may be ill or absent to care for a family member;
- Initiated actions with the business community to address economic impacts;
- Developed key internal and external messages to keep all community and employees informed;
- Authorized an Intergovernmental Agreement with other public utilities service providers in association with CoWARN in order to provide and receive mutual assistance for utilities services;
- Authorized an agreement for child care services as needed for Arvada Police officers and other City team members so they can work their assigned shifts;
- Authorized Recovery actions and expenditures, including the purchase of additional Personal Protective Equipment and facility improvements necessary to safely reopen City facilities on Monday, mid-June;
- Issued an Emergency Order authorizing the allocation of \$2.5 million for emergency loans to small businesses following consultation with the City Council;
- Authorized the reopening of golf courses and Arvada Reservoir to limited public use consistent with public health guidelines;
- Extended the closure of City facilities through mid-June with the exception of the Arvada Municipal Court, Main Police Department Lobby at City Hall and limited hours for the lobby areas at all three Police Community Stations;
- Approved the closure of certain streets in Olde Town Arvada to support reopening of businesses in a manner that allows for social distancing;
- Suspended enforcement of certain city ordinances in Olde Town to support reopening businesses;
- Extended the approved closure of certain streets in Olde Town Arvada to support reopening of businesses in a manner that allows for social distancing until November 3;

- Extended the approved closure of certain streets in Olde Town Arvada to support reopening of businesses in a manner that allows for social distancing until March 31, 2021; and
- Initiated the closure of in-person services and by-appointment only access to City facilities.

The City Council has received notification regarding these actions either during the course of implementation or shortly after implementation. By allowing these actions to proceed under the Emergency Declaration, the City team is able to act quickly to meet service demands and the changing circumstances in response to the public health crisis.

The recommendation to extend the Emergency Declaration to May 31, 2021 is based on the following factors. First, as described within the Background section of this Report to the City Council, the public health crisis remains fluid and we must remain committed to a flexible response to the crisis. Federal, State and regional authorities continue to react to new information which has generated the issuance of new and sometimes conflicting declarations and orders.

Second, the extension of the Emergency Declaration to May 31, 2021 will allow continued emergency response efforts and facilitate future applications for emergency aid and grant funding. The extension is similar to efforts undertaken by neighboring municipalities, many of whom do not have expiration dates on their emergency declarations at all.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

Approval of this Resolution aligns with Safe Communities and Organizational and Service Effectiveness Priority Areas of the City Council Strategic Plan.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R21-051, A Resolution Authorizing a Tenth Extension of the Effective Date of the City Manager's Declaration of Emergency Relating to the Novel Coronavirus (COVID-19) and the Associated Public Health Crisis.

Suggested Motion:

I move that R21-051, A Resolution Authorizing a Tenth Extension of the Effective Date of the City Manager's Declaration of Emergency Relating to the Novel Coronavirus (COVID-19) and the Associated Public Health Crisis, be (approved) (rejected).

Prepared by:
Melissa Ryder, Community Resilience Coordinator

SUBJECT: R21-051 A Resolution Authorizing a Tenth Extension of the Effective Date of the City Manager's Declaration of Emergency Relating to the Novel Coronavirus (COVID-19) and the Associated Public Health Crisis

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Reviewed by:

Gail Walker, Legal Specialist-Contracts 2/23/2021

Approved by:

Rachel Morris, City Attorney 3/3/2021

Lorie Gillis, Deputy City Manager 3/3/2021

Mark Deven, City Manager 3/4/2021

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R21-051

A RESOLUTION AUTHORIZING A TENTH EXTENSION OF THE EFFECTIVE DATE OF THE CITY MANAGER'S DECLARATION OF EMERGENCY RELATING TO THE NOVEL CORONAVIRUS (COVID-19) AND THE ASSOCIATED PUBLIC HEALTH CRISIS

WHEREAS, President Trump declared a National State of Emergency based on the impact of the novel coronavirus (COVID-19) becoming a pandemic event; and

WHEREAS, Governor Polis also declared a State of Emergency relating to the novel coronavirus (COVID-19) in the State of Colorado; and

WHEREAS, the City Manager issued a Declaration of Emergency on March 13, 2020 relating to the novel coronavirus (COVID-19) and the associated public health crisis ("the Emergency Declaration"), and revised the Emergency Declaration on March 16, 2020; and

WHEREAS, pursuant to Arvada City Code Section 26-36, the City Manager's Emergency Declaration expires 7 days after it is issued, unless the City Manager requests that City Council extend the expiration date;

WHEREAS, the Emergency Declaration continued to be in effect since the City Manager requested that the effective date of the Emergency Declaration be extended, and a quorum of City Council could not be assembled to vote on this request until March 23, 2020 due to the ongoing public health crisis; and

WHEREAS, City Council extended the Emergency Declaration on March 23, 2020 through April 6, 2020; and

WHEREAS, City Council extended the Emergency Declaration a second time on April 6, 2020 through April 30, 2020; and

WHEREAS, City Council extended the Emergency Declaration a third time on April 30, 2020 through May 30, 2020; and

WHEREAS, City Council extended the Emergency Declaration a fourth time on May 18, 2020 through June 30, 2020; and

WHEREAS, City Council extended the Emergency Declaration a fifth time on June 15, 2020 through July 31, 2020; and

WHEREAS, City Council extended the Emergency Declaration a sixth time on July 20, 2020 and through September 20, 2020; and

WHEREAS, City Council extended the Emergency Declaration a seventh time on September 21, 2020 and through November 30, 2020; and

WHEREAS, City Council extended the Emergency Declaration an eighth time on November 16, 2020 through January 31, 2021; and

WHEREAS, City Council extended the Emergency Declaration a ninth time on January 31, 2021 through March 31, 2021; and

WHEREAS, the novel coronavirus (COVID-19) poses a serious public health risk to our City stemming from it being a novel respiratory disease, and because it impacts City services, schools, and businesses; and

WHEREAS, the City of Arvada, in partnership with our regional partners have been, and will continue to be, proactive in addressing the COVID-19 impacts; and

WHEREAS, the extent and level of impact from COVID-19 cannot be determined at present, and the City Manager needs the authority and funding to react promptly and without delay at this critical time; and

WHEREAS, it is vital that the City Manager is authorized to expend City funds for additional personnel, supplies, and equipment as needed, so that action can be taken without delay to protect the lives and the safety of our residents and visitors to our City; and

WHEREAS, the City Council of the City of Arvada, upon the advice and request of the City Manager determines it is necessary to again extend the effective date of the City Manager's Declaration of Emergency dated May 18, 2020 from its current expiration date of March 31, 2021 through May 31, 2021 to address the COVID-19 impacts on our City and community.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

Section 1. The Arvada City Council hereby extends the effective date of the Declaration of Emergency issued by the City Manager on March 13, 2020 from its current expiration date of March 31, 2021 through May 31, 2021;

Section 2. This resolution shall be effective upon its approval by the City Council.

APPROVED AND ADOPTED this 15th day of March, 2021.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____



REPORT TO CITY COUNCIL ORDINANCE FIRST READING

AGENDA ITEM
8.C.1.

TO: THE HONORABLE CITY COUNCIL

DATE: March 15, 2021

SUBJECT: CB21-009 An Ordinance Annexing Certain Land Into the City of Arvada, Lazy Susan, 16770 & 16790 W. 63rd Place (Public Hearing to be set for April 5, 2021 at 6:15 p.m.)

Report in Brief

Susan Tindell of Lazy Susan, LLC, is requesting the annexation of two lots owned by Lazy Susan, LLC. The property consists of Lots 18 and 19 of the McAtee Laubhan Subdivision which together are comprised of 1.15 acres. The properties are zoned Jefferson County R-1 (Residential) and the requested rezoning is RN-12.5 (Residential Neighborhood). To appropriately align with the Comprehensive Plan, an amendment to Suburban Residential is also being requested.

The Planning Commission voted 5 to 0 (2 absent) in favor to recommend approval to City Council during the public hearing on February 16, 2021.

The Arvada team recommends that CB21-009, An Ordinance Annexing Certain Land Into the City of Arvada, Lazy Susan, 16770 & 16790 W. 63rd Place be approved on first reading, ordered published in full, and a public hearing set for April 5, 2021, at 6:15 p.m.

Financial Impact

There will be no financial impact.

Background

The subject property is located at 16770 and 16790 West 63rd Place and is currently occupied by one single-family home and one outbuilding. The subject property is located just southwest of the intersection of West 64th Avenue and West 63rd Place. The property is part of the McAtee Laubhan Subdivision which was platted in 1956.

Discussion

The applicant desires to annex into the City in order to access City water and sanitary sewer service. The purpose of this ordinance and the public hearing on April 5 is to allow City Council consider the approval of the ordinance annexing the property to the City and make findings as to whether the requested annexation is in compliance with the requirements of the Colorado Municipal Annexation Act of 1965, as amended, and the Arvada City Code. Under the Arvada City Code, the City Council must evaluate the Approval Criteria located on the Staff report at page 6:

Div. 8-3-3 Annexation and Disconnection Approval Criteria	Finding	Rationale
1. The annexation is in accord with the Comprehensive Plan and the best interests of the City would be served by annexation of such property.	Complies	The property is included within the Arvada Comprehensive Plan and the City has the ability to service it.

2. The property is capable of being integrated into the City and developed in compliance with all applicable provisions of this Code and the Arvada City Code.	Complies	The property is located within an existing residential neighborhood and already contains one single-family home. The other single-family home can be built in compliance with the LDC and other City codes.
3. At the time any development of the area proposed to be annexed is completed, there will be capacity to adequately serve residents of such area with all necessary utilities, facilities and public services.	Complies	The City has capacity to serve these two lots.

Public Contact

Division 8-2-2 of the Land Development Code requires that at least one neighborhood meeting be held for projects that require public hearings before the Planning Commission and City Council. The required neighborhood meeting for this project took place on February 20, 2020. The applicant, and City team members were in attendance. No neighbors attended the meeting.

Division 8-2-4 of the Land Development Code requires public notification for all public hearings as follows:

Written Notice: At least 15 days prior to all public hearings, written notice must be mailed to all property owners within 500 feet of the subject property and to all homeowners associations and neighborhood associations with a known interest in the subject property. The applicant will provide an affidavit of mailing verifying this requirement has been met prior to the public hearing.

Posted Notice: At least 15 days prior to all public hearings, signs notifying the public of the hearing must be posted on the subject property. The applicant will provide a posting log verifying that this requirement has been met prior to the public hearing.

Published Notice: At least 15 days prior to all public hearings, notice of the hearing must be published in a newspaper of general circulation in the City. The required notice has been published.

Commission Recommendation

The Planning Commission voted 5 to 0 (2 absent) in favor to recommend approval to City Council during the public hearing on February 16, 2021.

Strategic Alignment

This recommended action aligns with the Community and Economic Development Priority Area of the City Council Strategic Plan.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve the first reading for CB21-009 , An Ordinance Annexing Certain Land Into the City of Arvada, Lazy Susan, 16770 & 16790 W. 63rd Place.

Suggested Motion:

I move that CB21-009, An Ordinance Annexing Certain Land Into the City of Arvada, Lazy Susan, 16770 & 16790 W. 63rd Place, be (approved on first reading, ordered published in full, and a public hearing set for April 5, 2021, at 6:15 p.m.) (rejected).

Prepared by:

Josie Suk, Development Systems and Administrative Manager

Reviewed by:

Approved by:

Sara Hutchinson, Administrative Specialist	2/22/2021
Jeremiah Bebo, Planner II	2/25/2021
Robert Smetana, Manager of City Planning and Development	2/25/2021
Ryan Stachelski, Director of Community and Economic Development	2/26/2021
Gail Walker, Legal Specialist-Contracts	2/26/2021
Emily Grogg, Senior Assistant City Attorney	3/2/2021
Rachel Morris, City Attorney	3/3/2021
Lorie Gillis, Deputy City Manager	3/3/2021
Mark Deven, City Manager	3/4/2021

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. CB21-009
ORDINANCE NO. _____

AN ORDINANCE ANNEXING CERTAIN LAND INTO THE CITY OF ARVADA,
LAZY SUSAN, 16770 & 16790 W. 63RD PLACE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARVADA,
COLORADO:

Section 1. The City Council of the City of Arvada, State of Colorado, having examined the filings and the annexation map for certain real property more fully described in said map finds as follows:

1. That the area proposed to be annexed meets the applicable requirements of Sections 31-12-104 and 31-12-105, C.R.S., and is therefore eligible for annexation to the City of Arvada.
2. That an election is not required under Section 31-12-107(2) C.R.S.
3. That no additional terms or conditions are imposed which would require an election under Section 31-12-107(2) C.R.S.

Section 2. The following described real property, situated in the County of Jefferson, State of Colorado, be and the same hereby is annexed to the City of Arvada, to wit:

A PARCEL OF LAND LOCATED AT:

LOTS 18 AND 19, MCATEE-LAUBHAN SUBDIVISION, RECORDED IN BOOK 15
AT PAGE 60, JEFFERSON COUNTY RECORDS, IN THE NE ¼ OF SECTION 11, T.
3 S., R. 70 W. OF THE 6TH P.M., JEFFERSON COUNTY, COLORADO,
CONTAINING 57,860 SQUARE FEET OR 1.33 ACRES MORE OR LESS.

Section 3. The Mayor is hereby authorized to execute, the City Clerk to attest, in form approved by the City Attorney, an Annexation Agreement pertaining to the property owned by the Petitioners.

Section 4. The Clerk of the City shall perform all statutory duties to complete said annexation.

Section 5. This Ordinance shall be effective five days after publication following final passage.

INTRODUCED, READ, AND ORDERED PUBLISHED this 15th day of March, 2021.

PASSED, ADOPTED, AND APPROVED this ____ day of _____, 2021.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

Publication Dates: March 18, 2021

City of Arvada Community and Economic Development Department **PUBLIC HEARING STAFF REPORT**

Lazy Susan Annexation Annexation/Rezoning/Comprehensive Plan Amendment DA2020-0103

NATURE OF REQUEST

Susan Tindell of Lazy Susan, LLC. is requesting approval of an Annexation, Rezoning, and Comprehensive Plan Amendment application for two lots owned by the applicant. The property consists of Lots 18 and 19 of the McAtee Laubhan Subdivision which together are comprised of 1.15 acres. The properties are zoned Jefferson County R-1 (Residential) and the requested rezoning is RN-12.5 (Residential Neighborhood). To appropriately align with the Comprehensive Plan, an amendment to Suburban Residential is also being requested.

LOCATION AND HISTORY

The subject property is located at 16770 and 16790 West 63rd Place and is currently occupied by one single-family home and one outbuilding. The subject property is located just southwest of the intersection of West 64th Avenue and West 63rd Place. The property is part of the McAtee Laubhan Subdivision which was platted in 1956.



NEIGHBORHOOD MEETING

Division 8-2-2 of the Land Development Code requires that at least one neighborhood meeting be held for projects that require public hearings before the Planning Commission and City Council.

The required neighborhood meeting for this project took place on February 20, 2020. The applicant, and staff were in attendance. No neighbors attended the meeting.

PUBLIC NOTIFICATION

Division 8-2-4 of the Land Development Code requires public notification for all public hearings as follows:

Written Notice: At least 15 days prior to all public hearings, written notice must be mailed to all property owners within 500 feet of the subject property and to all homeowners associations and neighborhood associations with a known interest in the subject property. The applicant will provide an affidavit of mailing verifying this requirement has been met prior to the public hearing.

Posted Notice: At least 15 days prior to all public hearings, signs notifying the public of the hearing must be posted on the subject property. The applicant will provide a posting log verifying that this requirement has been met prior to the public hearing.

Published Notice: At least 15 days prior to all public hearings, notice of the hearing must be published in a newspaper of general circulation in the City. The required notice has been published.

SEVERED MINERAL RIGHTS

At least 30 days prior to the public hearing, written notice of the application must be mailed to any owner of mineral rights associated with the subject property. The applicant has provided the required Certification of Notice pursuant to Colorado Revised Statute 24-65.5-103.

DEVELOPMENT REVIEW TIMELINE

The application was accepted by the City for review on October 06, 2020. The standard review timeline allows for three reviews within a 20 week timeframe to reach a Planning Commission public hearing. This project required three reviews and will be presented to Planning Commission within 20 weeks of acceptance of the application.

ALIGNMENT WITH CITY COUNCIL STRATEGIC PLAN

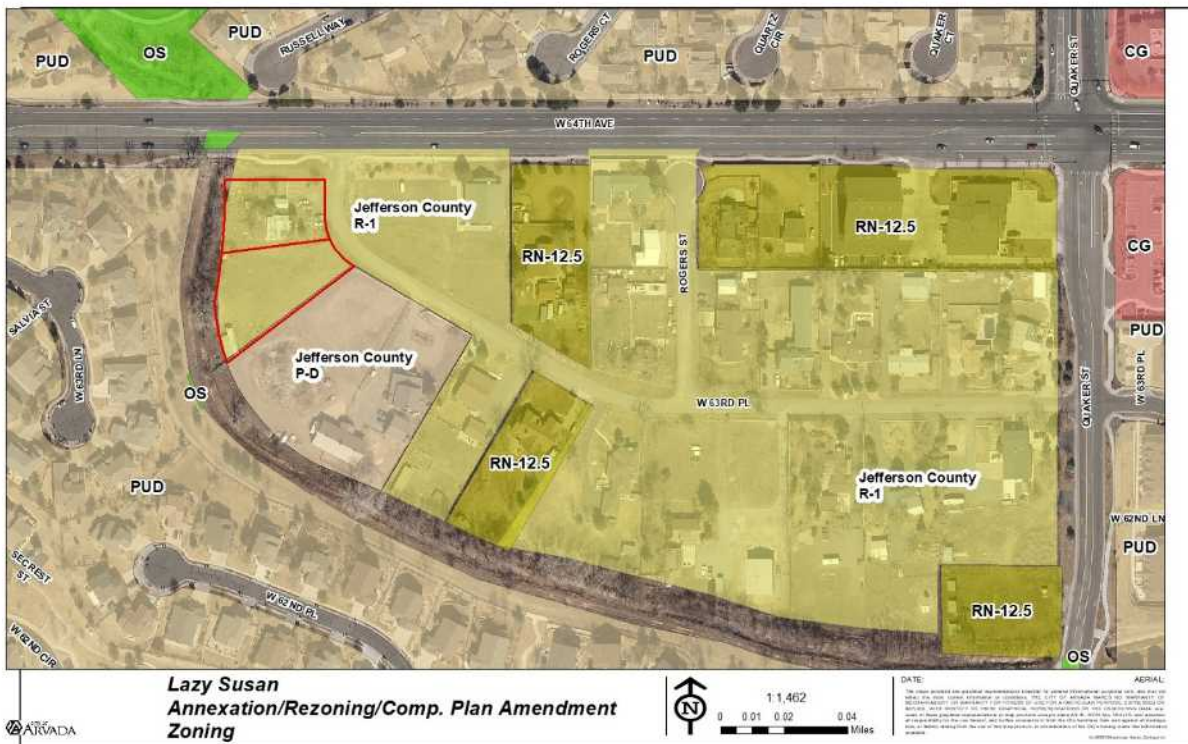
This project aligns with the Community and Economic Development strategic goals.

ZONING AND LAND USE

The subject property is currently zoned Jefferson County R-1 and is approximately 1.15 acres in size.

Surrounding properties are zoned and utilized as follows:

Direction	Zoning	Actual Use
North (across W. 64 th Ave.)	PUD (Planned Unit Development)	Single-Family Neighborhood
South	Jefferson County Planned Development	Single-Family Home
East (across W. 63 rd Place)	Jefferson County R-1	Single-Family Home
West	Jefferson County A-2	Church Ditch



The applicant is requesting to rezone the property to RN-12.5 (Residential Neighborhood). The intent of the RN-12.5 zone district is to maintain the character of mature, established neighborhoods in locations where residents expect that the character be relatively stable and allow development, redevelopment, and / or public projects that are consistent with a neighborhood's architectural character. Development standards within this district include a minimum lot size of 12,500 square feet and a minimum lot width of 100 feet.

PROJECT ANALYSIS

Annexation

The applicant desires to annex into the City in order to access City water and sanitary sewer service.

Annexation into the City requires conformance with the contiguity requirements in Colorado Revised Statutes §31-12-101 which requires at least one-sixth of the property perimeter to be contiguous with the City of Arvada. The northern and western property boundaries share a boundary with the City of Arvada and meets this requirement.

Compliance with the Comprehensive Plan

A Comprehensive Plan Amendment is being requested with the annexation and rezoning application.

The property is shown on the Comprehensive Plan Land Use map as Low-Density Residential. Low-Density residential areas are more rural in character containing larger lot sizes, lower densities, and more open space. As of the May 28, 2020 adoption of the Land Development Code, the new zoning district that aligns with the Low-Density Residential designation is RA (Residential/Agricultural). The RA zone district does not align with the annexation and rezoning history of other properties that have been annexed into the City nor is it compatible with the existing character of the neighborhood. Therefore an amendment to Suburban Residential is being requested.

The following goals and policies within the plan are supported by this application:

Goal L-2: Plan for a balanced mix of commercial and residential land uses in Arvada.

Policy L-2.2: Allow Appropriate Expansion of City Boundaries

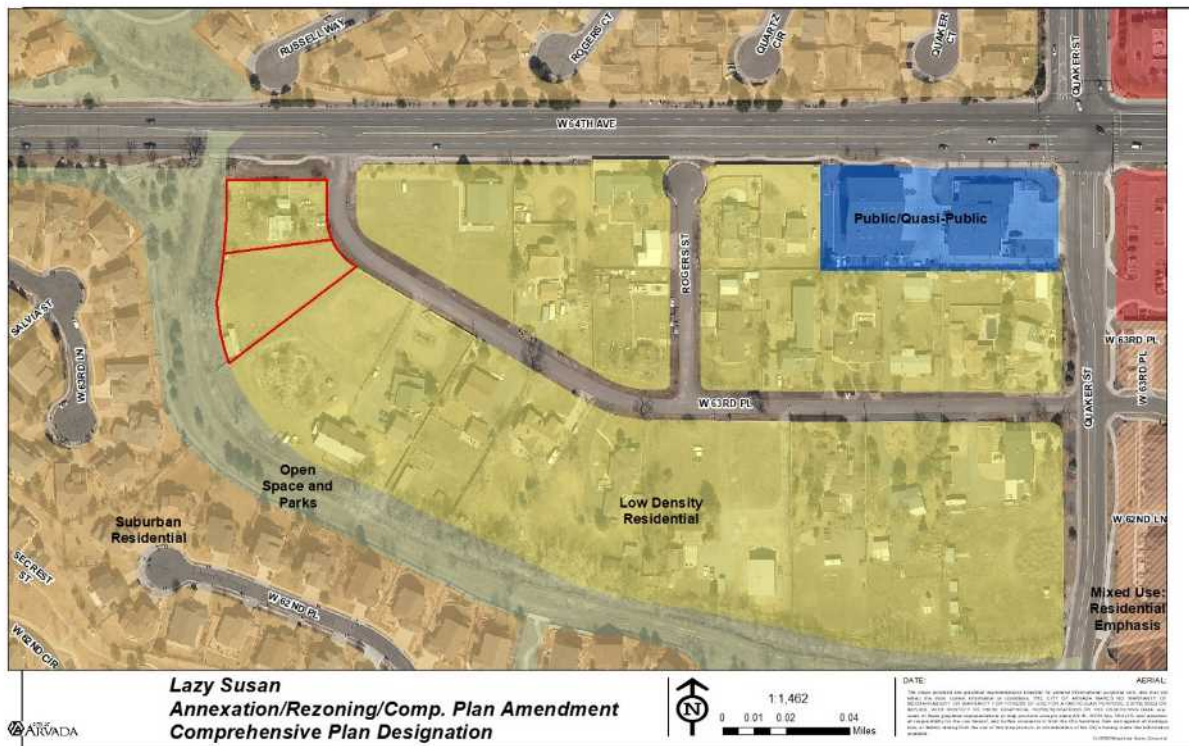
The City will consider the annexation of land that includes land uses that are consistent with the Comprehensive Plan goals, the long-term needs of the community and the City's service capacity.

Goal CC-1: Plan Arvada as a City of different development character districts.

Policy CC-1.1: Variety of Development Types

The City will include a variety of development types including rural areas, suburban residential neighborhoods, historic districts, redevelopment areas, and mixed-use communities.

The application addresses these policies by incorporating land within an enclave into the city and zoning it to a RN zone district that is consistent with the existing context and adds to the City's housing stock. As previously mentioned, the Comprehensive Plan Amendment is consistent with the existing neighborhood character and previous annexation and rezoning requests within the neighborhood.



Setbacks

The setbacks for the RN-12.5 are: 30 feet from the front, 10 feet from the side, and 15 feet from the rear. Setbacks will be reviewed with a building permit.

Building Height

Single-family homes are restricted to a 28-foot height maximum. Height will be reviewed with a building permit.

Parks

Park fees in-lieu of land dedication and park development fees will be required to be paid.

Building Design

Any new building will have to meet the requirements of Chapter 5 of the LDC. Building design will be reviewed with a building permit.

Circulation and Connectivity

One existing driveway exists for Lot 18. A new driveway for Lot 19 will have to be coordinated and approved by Jefferson County who is the owner of the W. 63rd Place right-of-way.

Grading and Drainage

A grading plan will be reviewed with a building permit.

Parking and Loading

Two off-street parking spaces per single-family home is required.

Utility Services

The City has an existing water line in W. 63rd Place and is available for the property. Lot 18 already receives out-of-city water service. A City sanitary sewer line is stubbed in front of Lot 18 and the applicant will be required to construct an extension of the line in order to service Lot 19.

Police and Fire Protection

Arvada Police and Fire are able to serve the property.

School District

School fees in-lieu of land dedication will be required to be paid.

LAND DEVELOPMENT CODE APPROVAL CRITERIA

It is the responsibility of the applicant to justify the requested land use application. The Planning Commission should make a recommendation to the City Council based on its findings regarding the approval criteria shown in the table(s) below and upon testimony heard during the public hearing as it applied to the criteria.

Staff performed an analysis of the proposal, based on the approval criteria listed in Section 3 of the Land Development Code, and presents the following findings:

Div. 8-3-3 Annexation and Disconnection Approval Criteria	Finding	Rationale
1. The annexation is in accord with the Comprehensive Plan and the best interests of the City would be served by annexation of such property.	Complies	The property is included within the Arvada Comprehensive Plan and the City has the ability to service it.
2. The property is capable of being integrated into the City and developed in compliance with all applicable provisions of this Code and the Arvada City Code.	Complies	The property is located within an existing residential neighborhood and already contains one single-family home. The other single-family home can be built in compliance with the LDC and other City codes.
3. At the time any development of the area proposed to be annexed is completed, there will be capacity to adequately serve residents of such area with all necessary utilities, facilities and public services.	Complies	The City has capacity to serve these two lots.

Comprehensive Plan Amendment Considerations	Rationale
1. The existing Comprehensive Plan is in need of the proposed amendment.	The Comprehensive Plan is in need of this amendment in order to align with the purpose of the RN zone district and character of the existing neighborhood.

2. The proposed amendment is compatible with the surrounding area, and the goals and policies of the Comprehensive Plan.	The proposed amendment to Suburban Residential is compatible with the existing neighborhood and the goals and policies of the Comprehensive Plan.
3. The proposed amendment will have no major negative impacts on transportation, services and facilities.	The proposed amendment will not have any major negative impacts on transportation, services, or facilities.
4. The proposed amendment will have minimal effect on service provision, including adequacy or availability of urban facilities and services, and is compatible with existing planned service provision.	The proposed amendment will not have a negative effect on existing or proposed service provision.
5. The proposed amendment, if for an area that is outside of the City's current municipal boundaries, is consistent with the City's ability to annex the property.	The proposed amendment is for an area outside of the City's municipal boundary, however, it is being processed concurrently with an annexation application and is consistent with the City's ability to annex the property.
6. Strict adherence to the Comprehensive Plan would result in a situation neither intended nor in keeping with other key elements and policies of the Plan.	Strict adherence to the Comprehensive Plan would result in a property outside of the character of the neighborhood.
7. The proposed Plan amendment will promote the public welfare and will be consistent with the goals and policies of the Comprehensive Plan and the elements thereof.	The proposed amendment will promote the public welfare and is consistent with the Comprehensive Plan.

Div. 8-3-4 Zoning and Rezoning Approval Criteria	Finding	Rationale
1. The rezoning is consistent with the Arvada Comprehensive Plan, or an adopted sub-area plan, corridor plan, or urban renewal plan, or reflects conditions that have changed since the adoption of the Comprehensive Plan.	Complies	The rezoning request to RN-12.5 is consistent with the Comprehensive Plan and the existing character of the neighborhood. Additionally, it is consistent with other previous rezoning requests of other properties in the neighborhood.
2. The intended land use is consistent with the stated intent of the proposed zoning district.	Complies	The use of the properties as single-family residential is allowed in the RN-12.5 zone district.
3. Facilities and services (including sewage and waste disposal, water, gas, electricity, police and fire protection, and roads and transportation, as applicable) will, prior to development, be available to serve the subject property while maintaining adequate levels of service to existing development.	Complies	Facilities and services necessary to serve the property are available.
4. The intended land use for which the rezoning is sought will not result in significant adverse	Complies	The intended land use (single-family residential) will not have any

impacts upon the natural environment, including air, water, noise, stormwater management, wildlife, and vegetation, or such impacts will be substantially mitigated.		significant adverse impacts.
5. The rezoning is consistent with the character of existing or planned development on adjacent properties and in the surrounding area or neighborhood, or measures will be taken to substantially buffer or otherwise substantially mitigate any negative impacts.	Complies	The rezoning request is consistent with the character of the existing neighborhood.

STAFF RECOMMENDATION

Based upon project analysis and review of the Land Development Code approval criteria, staff recommends approval of the project.

The Planning Commission may recommend denial of the request(s) if it cannot make affirmative findings of the approval criteria stated above.



REPORT TO CITY COUNCIL ORDINANCE FIRST READING

AGENDA ITEM
8.C.2.

TO: THE HONORABLE CITY COUNCIL

DATE: March 15, 2021

SUBJECT: CB21-010 An Ordinance Rezoning Certain Land Within the City of Arvada, Lazy Susan, from Jefferson County R-1 (Residential) to RN-12.5 (Residential Neighborhood), 1.5 du/ac, and Amending the Official Zoning Maps of the City of Arvada, Colorado, Generally Located at 16770 and 16790 West 63rd Place (Public Hearing to be set for April 5, 2021 at 6:15 p.m.)

Report in Brief

Susan Tindell of Lazy Susan, LLC is requesting approval for Rezoning. This application is for two lots owned by the applicant. The property consists of Lots 18 and 19 of the McAtee Laubhan Subdivision which together are comprised of 1.15 acres. The properties are zoned Jefferson County R-1 (Residential) and the requested rezoning is RN-12.5 (Residential Neighborhood). To appropriately align with the Comprehensive Plan, an amendment to Suburban Residential is also being requested.

Financial Impact

There is no financial impact on the City of Arvada.

Background

The subject property is located at 16770 and 16790 West 63rd Place and is currently occupied by one single-family home and one outbuilding. The subject property is located just southwest of the intersection of West 64th Avenue and West 63rd Place. The property is part of the McAtee Laubhan Subdivision which was platted in 1956.

Discussion

The applicant is requesting to rezone the property to RN-12.5 (Residential Neighborhood). The intent of the RN-12.5 zone district is to maintain the character of mature, established neighborhoods in locations where residents expect that the character be relatively stable and allow development, redevelopment, and/or public projects that are consistent with a neighborhood's architectural character. Development standards within this district include a minimum lot size of 12,500 square feet and a minimum lot width of 100 feet.

The following are the Approval Criteria from the staff report pages 7 and 8. The Staff report is attached to the Annexation ordinance agenda item.

Div. 8-3-4 Zoning and Rezoning Approval Criteria	Finding	Rationale
1. The rezoning is consistent with the Arvada Comprehensive Plan, or an adopted sub-area plan, corridor plan, or urban renewal plan, or reflects conditions that have	Complies	The rezoning request to RN-12.5 is consistent with the Comprehensive Plan and the existing character of the neighborhood. Additionally, it is consistent with other previous

SUBJECT: CB21-010 An Ordinance Rezoning Certain Land Within the City of Arvada, Lazy Susan, from Jefferson County R-1 (Residential) to RN-12.5 (Residential Neighborhood), 1.5 du/ac, and Amending the Official Zoning Maps of the City of Arvada, Colorado, Generally Located at 16770 and 16790 West 63rd Place (Public Hearing to be set for April 5, 2021 at 6:15 p.m.)

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ITEM: 8.C.2.

changed since the adoption of the Comprehensive Plan.		rezoning requests of other properties in the neighborhood.
2. The intended land use is consistent with the stated intent of the proposed zoning district.	Complies	The use of the properties as single-family residential is allowed in the RN-12.5 zone district.
3. Facilities and services (including sewage and waste disposal, water, gas, electricity, police and fire protection, and roads and transportation, as applicable) will, prior to development, be available to serve the subject property while maintaining adequate levels of service to existing development.	Complies	Facilities and services necessary to serve the property are available.
4. The intended land use for which the rezoning is sought will not result in significant adverse impacts upon the natural environment, including air, water, noise, stormwater management, wildlife, and vegetation, or such impacts will be substantially mitigated.	Complies	The intended land use (single-family residential) will not have any significant adverse impacts.
5. The rezoning is consistent with the character of existing or planned development on adjacent properties and in the surrounding area or neighborhood, or measures will be taken to substantially buffer or otherwise substantially mitigate any negative impacts.	Complies	The rezoning request is consistent with the character of the existing neighborhood.

Public Contact

The required neighborhood meeting for this project took place on February 20, 2020. The applicant and Staff were in attendance. No neighbors attended the meeting.

Written notice was sent 15 days prior to the meeting, a published notice was posted in the newspaper 15 days prior to the meeting, and a public hearing sign was posted 15 days prior to the meeting.

Commission Recommendation

The Planning Commission voted 5 to 0 (2 absent) in favor to recommend approval to City Council during the public hearing on February 16, 2021.

Strategic Alignment

SUBJECT: CB21-010 An Ordinance Rezoning Certain Land Within the City of Arvada, Lazy Susan, from Jefferson County R-1 (Residential) to RN-12.5 (Residential Neighborhood), 1.5 du/ac, and Amending the Official Zoning Maps of the City of Arvada, Colorado, Generally Located at 16770 and 16790 West 63rd Place (Public Hearing to be set for April 5, 2021 at 6:15 p.m.)

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This project aligns with the Community and Economic Development strategic goals.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada Team recommends that the City Council approve the first reading of the ordinance rezoning Lazy Susan from Jefferson County R-1 to City of Arvada RN-12.5, generally located at 16790 and 16770 W. 63rd Place and set a public hearing for April 5, 2021 at 6:15 p.m.

Suggested Motion:

I move that CB21-010, An Ordinance Rezoning Certain Land Within the City of Arvada, Lazy Susan, from Jefferson County R-1 (Residential) to RN-12.5 (Residential Neighborhood), 1.5 du/ac, and Amending the Official Zoning Maps of the City of Arvada, Colorado, Generally Located at 16770 and 16790 West 63rd Place, be (approved on first reading, ordered published in full and a public hearing be set for April 5, 2021 at 6:15 p.m.) (rejected).

Prepared by:

Josie Suk, Development Systems and Administrative Manager

Reviewed by:

Approved by:

Jeremiah Bebo, Planner II	2/25/2021
Robert Smetana, Manager of City Planning and Development	2/25/2021
Ryan Stachelski, Director of Community and Economic Development	2/26/2021
Emily Grogg, Senior Assistant City Attorney	3/2/2021
Rachel Morris, City Attorney	3/3/2021
Lorie Gillis, Deputy City Manager	3/3/2021
Mark Deven, City Manager	3/3/2021

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. CB21-010
ORDINANCE NO. _____

AN ORDINANCE REZONING CERTAIN LAND WITHIN THE CITY OF ARVADA,
LAZY SUSAN, FROM JEFFERSON COUNTY R-1 (RESIDENTIAL) TO RN-12.5
(RESIDENTIAL NEIGHBORHOOD), 1.5 DU/AC, AND AMENDING THE OFFICIAL
ZONING MAPS OF THE CITY OF ARVADA, COLORADO, GENERALLY LOCATED
AT 16770 AND 16790 WEST 63RD PLACE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARVADA,
COLORADO:

Section 1. The following described property is hereby rezoned from Jefferson County R-1
(Residential) to RN-12.5 (Residential Neighborhood), 1.5 un/ac:

A PARCEL OF LAND LOCATED AT

LOTS 18 AND 19, MCATEE-LAUBHAN SUBDIVISION, RECORDED IN BOOK 15
AT PAGE 60, JEFFERSON COUNTY RECORDS, IN THE NE ¼ OF SECTION 11, T. 3
S., R. 70 W. OF THE 6TH P.M., JEFFERSON COUNTY, COLORADO, CONTAINING
57,860 SQUARE FEET OR 1.33 ACRES MORE OR LESS.

Section 2. The Official Zoning Maps of the City of Arvada are hereby amended in
accordance herewith.

Section 3. This ordinance shall be effective fifteen days after publication following final
passage.

INTRODUCED, READ, AND ORDERED PUBLISHED this 15th day of March, 2021.

PASSED, ADOPTED, AND APPROVED this _____ day of _____, 2021.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

Publication Dates: March 18, 2021



REPORT TO CITY COUNCIL ORDINANCE FIRST READING

**AGENDA ITEM
8.C.3.**

TO: THE HONORABLE CITY COUNCIL

DATE: March 15, 2021

SUBJECT: CB21-011 An Ordinance Vacating a Tract of Land Dedicated as Right of Way for W. 52nd Place West of Carr Street, City of Arvada, County of Jefferson, State of Colorado (Public Hearing to be set for April 5, 2021 at 6:15 p.m.)

Report in Brief

Habitat for Humanity is requesting approval of the vacation of a portion of the W. 52nd Place right-of-way. The right-of-way proposed to be vacated is 3,559 square feet, approximately 15 feet in width on the south side of W. 52nd Place immediately west of Carr Street. The Planning Commission recommended the right-of-way vacation to City Council with a vote of 5-0, with two Commissioners absent.

The Arvada team recommends that the City Council approve CB21-011, An Ordinance Vacating a Tract of Land Dedicated as Right of Way for W. 52nd Place West of Carr Street, City of Arvada, County of Jefferson, State of Colorado (Public Hearing to be set for April 5, 2021 at 6:15 p.m.).

Financial Impact

There is no financial impact to the City.

Background

Habitat for Humanity is requesting approval of the vacation of a portion of the W. 52nd Place right-of-way. The right-of-way proposed to be vacated is 3,559 square feet, approximately 15 feet in width on the south side of W. 52nd Place immediately west of Carr Street. The Applicant is not requesting modifications to the Arvada Land Development Code (LDC) standards as part of this project. The subject property is located on the south side of W. 52nd Place immediately west of Carr Street and is currently vacant.

Discussion

VACATION ANALYSIS

The applicant has requested the vacation of a portion of the W. 52nd Place right-of-way which is not in use as a portion of the street improvements. The request was referred to the Arvada Fire Protection District as well as the dry utility companies, and no objection was received. The City has evaluated the request and determined that the right-of-way is surplus and will not be needed for street improvements.

COMPLIANCE WITH THE COMPREHENSIVE PLAN

The property is designated as HDR, High Density Residential, on the future land use map of the Comprehensive Plan. W 52nd Place is designated as a local street and has been fully constructed.

LAND DEVELOPMENT CODE APPROVAL CRITERIA

It is the responsibility of the applicant to justify the requested land use application. The Planning Commission should make a recommendation to the City Council based on its findings regarding the approval criteria shown in the table(s) below and upon testimony heard during the public hearing as it applied to the criteria.

The Arvada team performed an analysis of the proposal, based on the approval criteria listed in Section 3 of the Land Development Code, and presents the following findings:

Div. 8-3-9-1B.1 Vacation of Right-of-way	Finding	Rationale
a. The vacation is consistent with the Comprehensive Plan and with any other applicable, adopted City transportation plan or streets/roadway plan	Complies	The vacation of a portion of the right-of-way is consistent with the Transportation Element of the Comprehensive Plan.
b. The land to be vacated is no longer necessary for the public use and convenience, or the public right-of-way or public vehicular access easement has become useless, inconvenient, or burdensome to the City;	Complies	The surplus width of the W. 52 nd Place right-of-way is not necessary for the public use and convenience.
c. The vacation will not create any landlocked property;	Complies	The vacation will not result in any landlocked properties.
d. The vacation will not restrict access to any lot, tract, or parcel so that the resulting access is unreasonable or economically prohibitive; and	Complies	The vacation will not restrict access to any lot, tract or parcel of land.
e. The vacation will not reduce the quality of public services or the provision of necessary emergency services to any lot, tract, or parcel.	Complies	The vacation will not have any impact on the quality of public or emergency services.

Public Contact

Division 8-2-3-4 of the Land Development Code establishes that the purpose of a neighborhood meeting is to inform City residents of pending development proposals rather than a proposed vacation of right-of-way, and was therefore not required.

Written notice was sent 15 days prior to the meeting, a published notice was posted in the newspaper 15 days prior to the meeting, and a public hearing sign was posted 15 days prior to the meeting.

In addition, the public was notified through the posting of the City Council agenda.

Commission Recommendation

The Planning Commission voted 5 to 0 (2 absent) in favor of approval by City Council during their public hearing on February 16, 2021.

Strategic Alignment

This recommended action aligns with the Community and Economic Development Priority Area of the City Council Strategic Plan. In addition, the recommended action will support the development of the Habitat for Humanity project which aligns with the following Principal within the Vibrant Communities and Neighborhood Priority Area:

Improves access to quality housing that is affordable to a broad range of income levels and provides resources, housing and neighborhood assistance services to Arvada residents, neighborhoods, property owners, and stakeholders.

Alternative Courses of Action

N/A

Recommendation for Action

Based upon project analysis and review of the Land Development Code approval criteria, Staff recommends that CB21-011, An Ordinance Vacating a Tract of Land Dedicated as Right of Way for W. 52nd Place west of Carr Street, City of Arvada, County of Jefferson, State of Colorado, be approved on first reading, ordered published in full, and a public hearing set for April 5, 2021, at 6:15 p.m.

Staff does not recommend any conditions be made part of the approval.

Suggested Motion:

I move that CB21-011, An Ordinance Vacating a Tract of Land Dedicated as Right of Way for W. 52nd Place West of Carr Street, City of Arvada, County of Jefferson, State of Colorado, be (approved on first reading, ordered published in full, and a public hearing set for April 5, 2021, at 6:15 p.m.) (rejected).

Prepared by:

Sara Hutchinson, Administrative Specialist

Reviewed by:

Approved by:

Cheryl Drake, Senior Planner	2/23/2021
Josie Suk, Development Systems and Administrative Manager	2/23/2021
Robert Smetana, Manager of City Planning and Development	2/24/2021
Ryan Stachelski, Director of Community and Economic Development	2/24/2021
Gail Walker, Legal Specialist-Contracts	2/25/2021
Emily Grogg, Senior Assistant City Attorney	2/25/2021
Rachel Morris, City Attorney	3/3/2021
Lorie Gillis, Deputy City Manager	3/3/2021
Mark Deven, City Manager	3/3/2021

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. CB21-011
ORDINANCE NO. _____

AN ORDINANCE VACATING A TRACT OF LAND DEDICATED AS RIGHT OF WAY FOR
W. 52ND PLACE WEST OF CARR STREET, CITY OF ARVADA, COUNTY OF
JEFFERSON, STATE OF COLORADO

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

Section 1. The following right-of-way situate within the City of Arvada, County of Jefferson, State of Colorado, be and the same hereby is vacated, said right-of-way being described in the attached **Exhibit A**.

Section 2. The Council finds that:

- 1) The vacation is consistent with the Comprehensive Plan and with any other City-adopted transportation plan or streets/roadway plan.
- 2) The land to be vacated is no longer necessary for the public use and convenience.
- 3) The vacation will not create any landlocked properties.
- 4) The vacation will not restrict access to any parcel so that access is unreasonable or economically prohibitive.
- 5) The vacation will not reduce the quality of public services to any parcel of land.

Section 3. The interest being vacated shall vest in accordance with the provisions of C.R.S. §43-2-302.

Section 4. This ordinance shall be effective five days after publication following final passage.

INTRODUCED, READ, AND ORDERED PUBLISHED this 15th day of March, 2021.

PASSED, ADOPTED, AND APPROVED this _____ day of _____, 2021.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

Publication Dates: March 18, 2021

EXHIBIT "A"

LAND DESCRIPTION

SHEET 1 OF 2

A PARCEL OF LAND BEING A PORTION OF WEST 52ND PLACE RIGHT OF WAY AND SITUATED IN THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 15, BEING A FOUND 3.25" ALUMINUM CAP, 0.7' BELOW GRADE IN RANGE BOX MARKED, "CITY OF WHEATRIDGE, LS 13212", FROM WHENCE THE NORTHEAST CORNER OF SAID SECTION 15, BEING A FOUND 2.5" ALUMINUM CAP, 0.1' BELOW GRADE IN RANGE BOX MARKED, "CHARLES H RUSSEL, 1995, PLS 23519", BEARS NORTH 00°16'44" WEST A DISTANCE OF 2649.53 FEET, WITH ALL BEARINGS HEREIN RELATIVE THERETO. ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983.

THENCE NORTH 05°36'31" WEST A DISTANCE OF 349.88 FEET TO THE POINT OF BEGINNING;

THENCE 7.79 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 20.00 FEET, A DELTA OF 22°19'46", AND A CHORD WHICH BEARS NORTH 79°21'39" WEST, A DISTANCE OF 7.75 FEET;

THENCE SOUTH 89°28'28" WEST, A DISTANCE OF 114.91 FEET;

THENCE 79.03 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 311.91 FEET, A DELTA OF 14°31'00", AND A CHORD WHICH BEARS NORTH 83°16'02" WEST, A DISTANCE OF 78.82 FEET;

THENCE 63.75 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 251.91 FEET, A DELTA OF 14°30'01", AND A CHORD WHICH BEARS NORTH 83°15'58" WEST, A DISTANCE OF 63.58 FEET;

THENCE NORTH 00°16'44" WEST, A DISTANCE OF 14.71 FEET;

THENCE 65.24 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 329.30 FEET, A DELTA OF 11°21'03", AND A CHORD WHICH BEARS SOUTH 83°05'50" EAST, A DISTANCE OF 65.13 FEET;

THENCE SOUTH 77°25'19" EAST, A DISTANCE OF 14.63 FEET;

THENCE 60.35 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 276.59 FEET, A DELTA OF 12°30'04", AND A CHORD WHICH BEARS SOUTH 83°40'21" EAST, A DISTANCE OF 60.23 FEET;

THENCE SOUTH 89°55'23" EAST, A DISTANCE OF 111.09 FEET;

THENCE 8.97 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 9.10 FEET, A DELTA OF 56°27'19", AND A CHORD WHICH BEARS SOUTH 61°41'43" EAST, A DISTANCE OF 8.61 FEET;

THENCE SOUTH 33°28'04" EAST, A DISTANCE OF 11.86 FEET TO THE POINT OF BEGINNING;

CONTAINING 3,559 SQUARE FEET
OR 0.082 ACRES OF LAND
MORE OR LESS.

PREPARED BY:

JEFFREY J. MACKENNA P.L.S. 34183

FOR FALCON SURVEYING, INC.

9940 WEST 25TH AVENUE

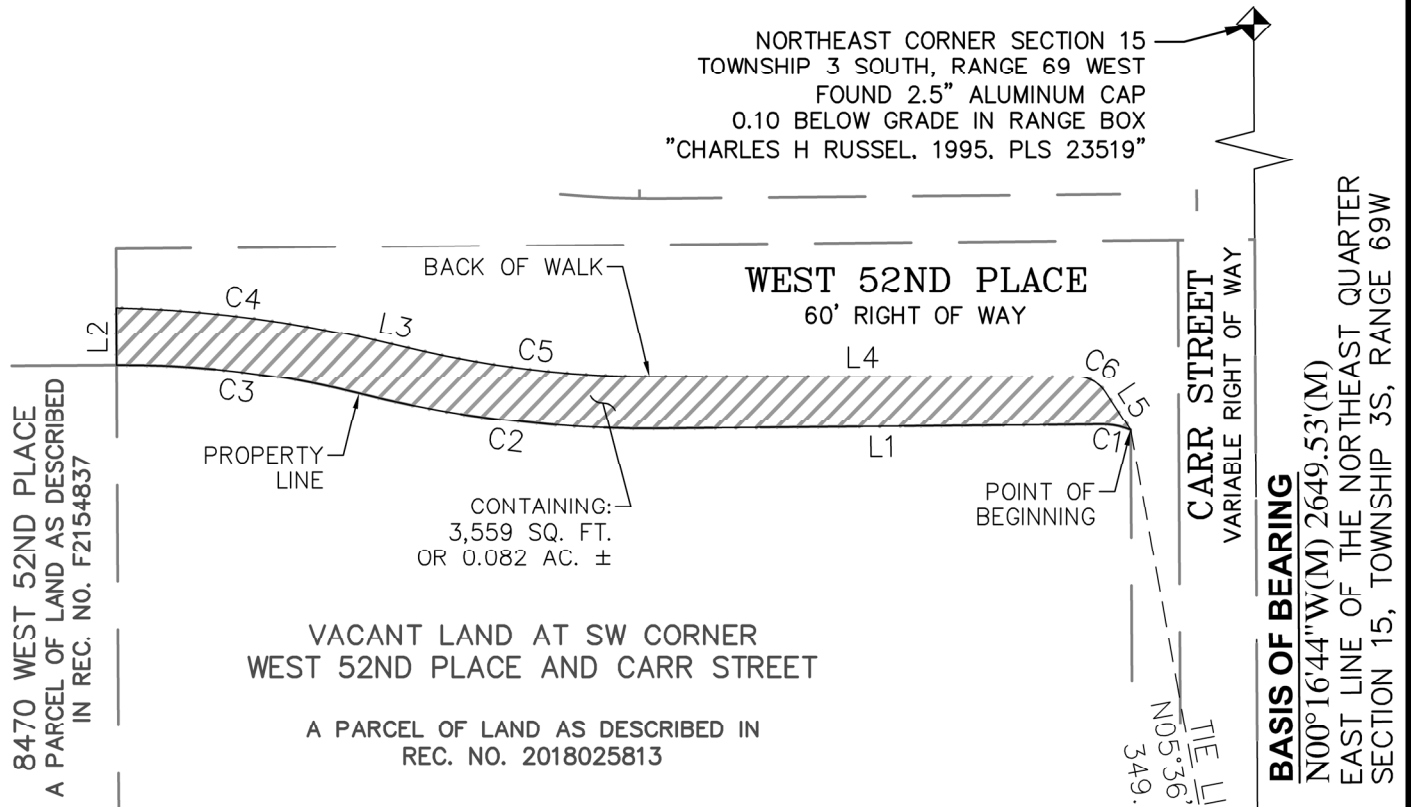
LAKEWOOD COLORADO, 80215

DATE: 12/17/2020

EXHIBIT "A"

SITUATED IN THE NE 1/4, SECTION 15, T3S, R69W, OF THE 6TH P.M.
CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO

SHEET 2 OF 2



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S89°28'28"W	114.91'
L2	N00°16'44"W	14.71'
L3	S77°25'19"E	14.63'
L4	S89°55'23"E	111.09'
L5	S33°28'04"E	11.86'

POINT OF COMMENCEMENT
EAST QUARTER CORNER SECTION 15
TOWNSHIP 3 SOUTH, RANGE 69 WEST
FOUND 3.25" ALUMINUM CAP
0.7' BELOW GRADE IN RANGE BOX
"CITY OF WHEATRIDGE. LS 13212"

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	7.79'	20.00'	22°19'46"	N79°21'39"W	7.75'
C2	79.03'	311.91'	14°31'00"	N83°16'02"W	78.82'
C3	63.75'	251.91'	14°30'01"	N83°15'58"W	63.58'
C4	65.24'	329.30'	11°21'03"	S83°05'50"E	65.13'
C5	60.35'	276.59'	12°30'04"	S83°40'21"E	60.23'
C6	8.97'	9.10'	56°27'19"	S61°41'43"E	8.61'

GRAPHIC SCALE

50 0 25 50 100

(IN US SURVEY FEET)

1 inch = 50 ft.

THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.



REPORT TO CITY COUNCIL ORDINANCE FIRST READING

AGENDA ITEM
8.C.4.

TO: THE HONORABLE CITY COUNCIL

DATE: March 15, 2021

SUBJECT: CB21-012 An Ordinance Vacating a Public Access Easement Located Within Lot 4B, Block 1, Candelas Commercial, City of Arvada, County of Jefferson, State of Colorado (Public Hearing to be set for April 5, 2021 at 6:15 p.m.)

Report in Brief

The Applicant is requesting to vacate a Public Access Easement on Lot 4B which was platted with the Candelas Commercial Filing No. 3 Amendment No. 1 to access the regional detention pond.

The Arvada team recommends that the City Council approve CB21-012, An Ordinance Vacating a Public Access Easement Located Within Lot 4B, Block 1, Candelas Commercial, City of Arvada, County of Jefferson, State of Colorado (Public Hearing set for April 5, 2021 at 6:15 p.m.).

Financial Impact

There are no financial impacts.

Background

The Public Access Easement was dedicated with the Candelas Commercial Filing 3 Amendment 1 and at the time there was no known user. The access easement was dedicated prior to any proposed land uses and was located to access the detention pond and the adjacent lots. With the proposed Wet Rabbit Car Wash Site Plan, the public access easement will need to be vacated. A new public access easement configuration is proposed and will be dedicated by a minor plat.

Discussion

The Arvada Team reviewed the proposed Public Access Easement vacation and recommends approval. A 25-foot fire lane and emergency public access easement will be dedicated with the minor plat to match the proposed roadway alignment for the car wash and allow access to the regional detention pond.

LAND DEVELOPMENT CODE APPROVAL CRITERIA

It is the responsibility of the applicant to justify the requested land use application. The Planning Commission should make a recommendation to the City Council based on its findings regarding the approval criteria shown in the table(s) below and upon testimony heard during the public hearing as it applied to the criteria.

The City team performed an analysis of the proposal, based on the approval criteria listed in Section 3 of the Land Development Code, and presents the following findings:

§8-3-9-1 Approval Considerations 05-2020	Finding	Rationale
--	---------	-----------

a. The vacation is consistent with the Comprehensive Plan and with any other applicable, adopted City transportation plan or streets/roadway plan;	Complies	The vacation of a portion of the public access easement is consistent with City transportation and streets/roadway plan;
b. The land to be vacated is no longer necessary for the public use and convenience, or the public right-of-way or public vehicular access easement has become useless, inconvenient, or burdensome to the City;	Complies	The vacated public access easement will be vacated and a new public access easement configuration is proposed and will be dedicated by a minor plat.
c. The vacation will not create any landlocked property;	Complies	The vacation will not create any landlocked property;
d. The vacation will not restrict access to any lot, tract, or parcel so that the resulting access is unreasonable or economically prohibitive; and	Complies	The vacation will not restrict access to any lot, tract or parcel.
e. The vacation will not reduce the quality of public services or the provision of necessary emergency services to any lot, tract, or parcel.	Complies	The vacation will not have any impact on the quality of public and emergency services.

Public Contact

Division 8-2-2 of the Land Development Code requires that a neighborhood meeting be held for projects that require public hearings before the Planning Commission and City Council.

The required neighborhood meeting for this project took place on December 3, 2020 in conjunction with the Major Modification request. The applicant and City team held a virtual meeting; however, no one attended the meeting nor any written comments were received.

Written notice was sent 15 days prior to the meeting, a published notice was posted in the newspaper 15 days prior to the meeting, and a public hearing sign was posted 15 days prior to the meeting.

The public was also notified through the posting of the City Council agenda.

Commission Recommendation

The Planning Commission will hear this case on March 16, 2021 during a scheduled public hearing.

Strategic Alignment

This project aligns with the Community and Economic Development strategic goals.

Alternative Courses of Action

N/A

Recommendation for Action

SUBJECT: CB21-012 An Ordinance Vacating a Public Access Easement Located Within Lot 4B, Block 1, Candelas Commercial, City of Arvada, County of Jefferson, State of Colorado (Public Hearing to be set for April 5, 2021 at 6:15 p.m.)

PAGE: 3
ITEM: 8.C.4.

The Arvada team recommends that the City Council approve CB21-012, An Ordinance Vacating a Public Access Easement Located Within Lot 4B, Block 1, Candelas Commercial, City of Arvada, County of Jefferson, State of Colorado (Public Hearing set for April 5, 2021 at 6:15 p.m.).

Suggested Motion:

I move that CB21-012, An Ordinance Vacating a Public Access Easement Located Within Lot 4B, Block 1, Candelas Commercial, City of Arvada, County of Jefferson, State of Colorado, be (approved on first reading, ordered published in full, and a public hearing set for April 5, 2021, at 6:15 p.m.) (rejected).

The Arvada Team does not recommend any conditions be made part of the approval.

Prepared by:
Stephanie Wallace, Administrative Specialist

Reviewed by:

Approved by:

Carol Ibanez, Senior Planner	2/26/2021
Josie Suk, Development Systems and Administrative Manager	2/26/2021
Robert Smetana, Manager of City Planning and Development	3/2/2021
Ryan Stachelski, Director of Community and Economic Development	3/2/2021
Gail Walker, Legal Specialist-Contracts	3/2/2021
Emily Grogg, Senior Assistant City Attorney	3/2/2021
Rachel Morris, City Attorney	3/3/2021
Lorie Gillis, Deputy City Manager	3/3/2021
Mark Deven, City Manager	3/4/2021

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. CB21-012
ORDINANCE NO. _____

AN ORDINANCE VACATING A PUBLIC ACCESS EASEMENT LOCATED WITHIN LOT
4B, BLOCK 1, CANDELAS COMMERCIAL, CITY OF ARVADA, COUNTY OF
JEFFERSON, STATE OF COLORADO

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

Section 1. The following easement situate within the City of Arvada, County of Jefferson, State of Colorado, be and the same hereby is vacated, said interests being described in the attached **Exhibit A**.

Section 2. The Council finds that:

- 1) The vacation is consistent with the Comprehensive Plan and with any other City-adopted transportation plan or streets/roadway plan.
- 2) The land to be vacated is no longer necessary for the public use and convenience.
- 3) The vacation will not create any landlocked properties.
- 4) The vacation will not restrict access to any parcel so that access is unreasonable or economically prohibitive.
- 5) The vacation will not reduce the quality of public services to any parcel of land.

Section 3. The interests being vacated shall vest in accordance with the provisions of C.R.S. §43-2-302.

Section 4. This ordinance shall be effective five days after publication following final passage.

INTRODUCED, READ, AND ORDERED PUBLISHED this 15th day of March, 2021.

PASSED, ADOPTED, AND APPROVED this _____ day of _____, 2021.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

Publication Dates: March 18, 2021

EXHIBIT A

**AN ORDINANCE VACATING A PUBLIC ACCESS EASEMENT LOCATED WITHIN
LOT 4B, BLOCK 1, CANDELAS COMMERCIAL, CITY OF ARVADA, COUNTY OF
JEFFERSON, STATE OF COLORADO**

EXHIBIT A

ACCESS EASEMENT VACATION

A 25 FOOT ACCESS EASEMENT RECORDED AT RECEPTION NO. 2018086569 LOCATED WITHIN LOT 4B, BLOCK 1, CANDELAS COMMERCIAL, FILING NO. 3, AMENDMENT NO. 1 RECORDED AT RECEPTION NO. 2020003223, SITUATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE 6TH P.M., CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 4B AND CONSIDERING THE WEST LINE OF SAID LOT TO BEAR S15°04'22"E MONUMENTED BY A 1" YELLOW PLASTIC CAP STAMPED "R. NOBBE PLS 23899" ON THE NORTH END AND A 1.25" ORANGE PLASTIC CAP STAMPED "LS 38069" ON THE SOUTH END WITH ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE ALONG SAID WEST LINE, S15°04'22"E, A DISTANCE OF 51.62 FEET TO THE POINT OF BEGINNING;

THENCE THE FOLLOWING SIX (6) COURSES AROUND THE PERIMETER OF SAID 25 FOOT ACCESS EASEMENT:

1. N74°55'38"E, A DISTANCE OF 86.17 FEET;
2. N25°31'35"E, A DISTANCE OF 68.04 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 4B;
3. ALONG SAID NORTH LINE, N74°54'26"E, A DISTANCE OF 32.94 FEET;
4. S25°31'35"W, A DISTANCE OF 100.98 FEET;
5. S74°55'38"W, A DISTANCE OF 97.67 FEET TO A POINT ON THE SAID WEST LINE OF LOT 4B;
6. ALONG SAID WEST LINE, N15°04'22"W, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,411 SQUARE FEET OR 0.101 ACRES, MORE OR LESS.

CAMERON M. WATSON, PLS
COLORADO LICENSE NUMBER 38311
FOR AND ON BEHALF OF POINT CONSULTING, LLC
8460 W KEN CARYL AVE, #101
LITTLETON, CO 80128
(720) 258-6836
cwatson@pnt-llc.com



DATE
02.01.2021

DESCRIPTION
ORIGINAL PREPARATION

SHEET 1/2

DESCRIPTION

WET RABBIT CAR WASH

ARVADA, COLORADO

JOB NO. 20.034



POINT CONSULTING, LLC 8460 W KEN CARYL AVE #101
LITTLETON, CO 80128 720-258-6836 www.pnt-llc.com

ILLUSTRATION FOR EXHIBIT A ACCESS EASEMENT VACATION

10' UTILITY EASEMENT
REC. NO. 2018086569

LOT 3, BLOCK 1,
CANDELAS COMMERCIAL FILING NO. 3
REC. NO. 2018086569

TRACT 1B,
CANDELAS COMMERCIAL
FILING NO. 3, AMENDMENT NO. 1
REC. NO. 2020003223

STORM WATER EASEMENT
REC. NO. 2018086569

25' EXCLUSIVE UTILITY EASEMENT
REC. NO. 2018086569

S15° 04' 22"E
51.62'

P.O.C.
1" YELLOW PLASTIC CAP
"R. NOBBE PLS 23899"

N25° 31' 35"E
68.04'

N74° 54' 26"E
32.94'

S25° 31' 35"W
100.98'

N74° 55' 38"E
86.17'

S74° 55' 38"W
97.66'

25' ACCESS EASEMENT
REC. NO. 2018086569

40' EXCLUSIVE UTILITY EASEMENT
REC. NO. 2018086569

30' FIRE LANE, PUBLIC ACCESS
& EMERGENCY ACCESS EASEMENT
REC. NO. 2018086569

LOT 2, BLOCK 1,
CANDELAS COMMERCIAL FILING NO. 3
REC. NO. 2018086569

LOT 1, BLOCK 1,
CANDELAS COMMERCIAL FILING NO. 3
REC. NO. 2018086569

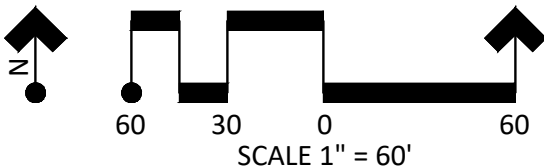
LOT 4B, BLOCK 1
CANDELAS COMMERCIAL, FILING NO. 3,
AMENDMENT NO. 1
REC. NO. 2020003223

BASIS OF BEARINGS
S15° 04' 22"E

TRACT 3, CANDELAS COMMERCIAL FILING NO. 3
(PRIVATE ROAD)
KENDRICK STREET

1.25" ORANGE PLASTIC
CAP "LS 38069"

W. 91ST PLACE
72' PUBLIC RIGHT-OF-WAY
REC. NO. 2016117761



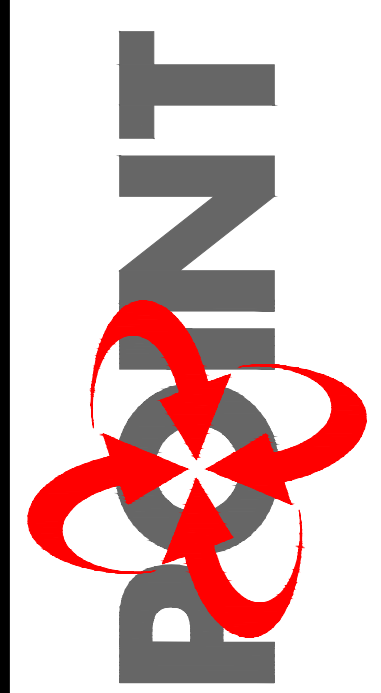
DATE
02.01.2021
-
DESCRIPTION
ORIGINAL PREPARATION
-
SHEET 2/2

EXHIBIT
WET RABBIT CAR WASH
ARVADA, COLORADO
JOB NO. 20.034



POINT CONSULTING, LLC 8460 W KEN CARYL AVE #101
LITTLETON, CO 80128 720-258-6836 www.pnt-llc.com

Block 1



POINT CONSULTING, LLC
8460 W KEN CARYL AVE #101
LITTLETON, CO 80128
720-258-6836
www.pnt-llc.com
PLANNING
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
LAND SURVEYING

PREPARED UNDER
THE DIRECT
SUPERVISION OF
CAMERON M.
WATSON
COLORADO
LICENSE NO. 38311
FOR AND ON
BEHALF OF POINT
CONSULTING, LLC

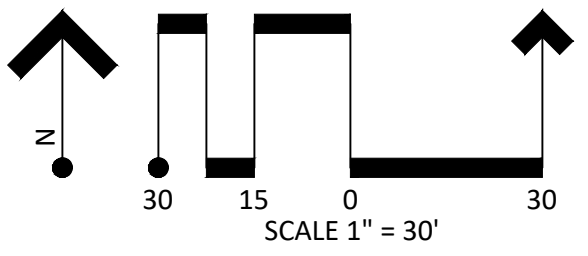
CURVE TABLE					
TAG #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	180.730'	558.000'	018°33'27"	N50°07'46"E	179.94'
C2	36.580'	548.000'	003°49'28"	S57°25'21"W	36.57'
C3	137.617'	538.000'	014°39'21"	S48°10'56"W	137.24'
C4	36.765'	79.500'	026°29'49"	N13°20'23"W	36.44'
C8	7.332'	50.500'	008°19'08"	S70°44'52"W	7.33'
C9	19.460'	50.500'	022°04'44"	S55°32'56"W	19.34'
C10	26.792'	50.500'	030°23'51"	S59°42'30"W	26.48'
C11	13.523'	26.131'	029°39'01"	N59°42'25"E	13.37'
C12	40.056'	75.500'	030°23'51"	N59°42'30"E	39.59'
C13	16.191'	200.500'	004°37'13"	N77°13'14"E	16.19'
C14	36.624'	200.500'	010°27'57"	N84°46'01"E	36.57'

LINE TABLE		
TAG #	LENGTH	DIRECTION
L1	37.26'	N15°04'22"W
L2	10.00'	N15°04'22"W
L3	10.71'	N74°42'34"E
L4	10.00'	S15°17'26"E
L5	10.74'	S74°42'34"W
L6	20.00'	N49°14'03"W
L7	10.03'	S26°35'20"E
L8	9.99'	S34°29'24"E
L9	14.99'	N26°35'20"W
L10	20.52'	S62°20'50"W
L11	18.74'	N26°35'18"W
L12	35.29'	N00°05'29"W
L13	8.00'	S89°54'31"W
L14	10.00'	N00°05'29"W
L15	8.00'	N89°54'31"E
L16	10.00'	N00°05'29"W
L17	25.99'	N00°05'29"W
L18	68.34'	N90°00'00"W
L19	70.64'	S79°32'03"W
L20	24.92'	S74°54'26"W
L21	16.18'	S74°54'26"W

LINE TABLE		
TAG #	LENGTH	DIRECTION
L22	150.04'	S15°04'12"E
L23	24.00'	S74°55'48"W
L24	149.49'	N15°04'12"W
L25	16.69'	S74°54'26"W
L26	64.58'	S44°30'35"W
L27	9.96'	S74°54'38"W
L28	14.05'	S74°54'55"W
L29	25.00'	N15°04'22"W
L30	4.06'	N74°55'38"E
L31	19.95'	N74°54'38"E
L32	64.58'	N44°30'35"E
L33	11.87'	N74°54'26"E
L34	5.50'	N15°05'34"W
L35	21.00'	N74°54'26"E
L36	5.50'	S15°05'34"E
L37	24.92'	N74°54'26"E
L38	70.64'	N79°32'03"E
L39	105.26'	N90°00'00"E
L40	118.52'	S00°05'29"E
L41	50.22'	S26°35'20"E

MAP LEGEND

- 1 SET 24" #5 REBAR & RED PLASTIC CAP "POINT LS38311"
 2 FOUND MONUMENT AS DESCRIBED
 3 SECTION LINE
 4 BOUNDARY LINE
 5 LOT LINE
 6 ADJACENT BOUNDARY LINE
 7 EXISTING EASEMENT LINE
 8 PROPOSED EASEMENT LINE



SUBDIVISION PLAT
CANDELAS COMMERCIAL
FILING NO. 4
ARVADA, COLORADO

DATE	DESCRIPTION
01.15.21	ORIGINAL PREPARATION
-	-
-	-
-	-
-	-
-	-
-	-

SHEET 2/2

JOB NO. 20.034

SHEET 2/2



REPORT TO CITY COUNCIL PUBLIC HEARING

AGENDA ITEM
10.A.

TO: THE HONORABLE CITY COUNCIL

DATE: March 15, 2021

SUBJECT: Conditional Use for Morgan Ralston Creek, Generally Located at 9881 W. 58th Avenue

Report in Brief

Norris Design and Morgan Group are requesting approval of a Conditional Use in order to allow the development of a mixed-use community containing both multifamily residential units and commercial space within a MX-U (Mixed Use - Urban) zoning district. The Conditional Use would allow the residential use in the project. The property currently contains a vacant 104,000 square-foot big-box retail building (formerly Kmart) and a separate 822 square-foot fast-food restaurant with drive-through (Good Times) which is currently operating.

The Arvada team recommends that the Conditional Use for Morgan Ralston Creek, Generally Located at 9881 W. 58th Avenue, be approved.

The following conditions were made part of the recommendation by the Planning Commission:

1. In order to preserve a portion of the site for retail and commercial uses and to mitigate the loss of a larger amount of retail space (Criteria 6), a minimum of 10,200 square feet of commercial space shall be provided on site.
2. In order to adhere to Criteria 2, the applicant shall offer a minimum of five percent of the apartment units as affordable to residents making up to 80% of Area Median Income. The means of restricting these units shall be determined at the Site Plan application and shall be at the discretion of the City team.

Financial Impact

There is no financial impact to the City.

Background

Norris Design and Morgan Group are requesting approval of a Conditional Use in order to allow the development of a mixed-use community containing both multifamily residential units and commercial space within a MX-U (Mixed Use - Urban) zoning district. The Conditional Use would allow the residential use in the project. The property currently contains a vacant 104,000 square-foot big-box retail building (formerly Kmart) and a separate 822 square-foot fast-food restaurant with drive-through (Good Times) which is currently operating.

Two design options have been presented by the applicant, based on whether the Good Times portion of the site is either redeveloped (Option 1) or if the restaurant remains (Option 2). The new community would contain between 300 and 328 apartment units between two or three buildings on the 8.42 acre site. The ultimate count will depend on Good Times. In both options, the majority of the units (85 percent) will be either one-bedroom or two-bedroom units. A two-story parking garage will be located to the rear of the property and behind the main apartment building which will contain most of the parking for the residences. According to the applicants, five percent of the apartment units will be leased at affordable rates to residents making up to 80 percent of Area Median Income (AMI).

The commercial portion of the community (in both options) is located along the W. 58th Avenue frontage and along the main north/south internal drive. The commercial space represents 10,200 square feet and will be designed with the ability to accommodate various commercial, restaurant, art-space, office, and other uses allowed in the MX-U district. The commercial space closest to W. 58th Avenue is located in a single-story building while additional commercial space is located on the ground floor of the eastern building with three stories of residences above it as the building transitions in height.

An additional building located on the west side of the internal north/south drive and W. 58th Avenue will contain a two-story building containing the leasing office and amenity space for the residents, as well as additional residences in a four-story building as the building transitions north. Should the option for the Good Times to remain be selected, the leasing office/amenity building will be shifted further back and the residential building eliminated. Additional rooftop amenity space is provided on the main apartment building and an in-ground, outdoor pool is also available for residents.

Discussion

The subject property is located at 9881 W. 58th Avenue and currently contains a vacant 104,000 square-foot building (formerly Kmart) and a 822 square-foot drive-through fast food restaurant (Good Times) which is operating.

The property was annexed into the city in 1955 with the Burry Annexation. Kmart was constructed in 1968 and the property was platted on June 23, 1982 as Lot 1, K-Mart – McDonald's Subdivision and a Final Development Plan for Good Times was approved in 1996.

The property is located within the MX-U zone district and is designated as Mixed Use on the Comprehensive Plan Future Land Use map. Additionally, Ralston Fields Urban Renewal Plan also designates the property as Mixed Use desiring a mix of high-density residential and commercial uses.

Approval Criteria from Staff report page 11

Div. 8-3-5 Conditional Use Approval Criteria	Finding	Rationale
1. The application complies with the applicable standards of this LDC, other adopted City ordinances, resolutions and regulations including but not limited to any use-specific standards for the proposed conditional use in Division 3-1-3, any approved Master Development Plan that includes the property, and any conditions specifically applied to development of the property by the Planning Commission or City Council in a prior decision affecting the property;	Complies	The application complies with all of the standards of the LDC and no modifications are being requested at this time.
2. The application is consistent with the Arvada Comprehensive Plan;	Complies	The application is consistent with the Arvada Comprehensive Plan.
3. The use is consistent with the purpose and intent of the zoning district in which it is located;	Complies	The use is consistent with the intent of the Mixed Use – Urban zoning district.
4. The size, scale, height, density, multi-modal traffic impacts, hours of operation and other similar characteristics of the proposed use are comparable with existing and planned uses in the surrounding area and the zoning district regulations;	Complies	The size, scale, height, density, and traffic impacts are consistent with the planned uses in the surrounding area. All of the surrounding properties are identified as Mixed Use in the Comprehensive Plan and are zoned as MX-U with a height allowance up to 65 feet. Existing multi-family housing is located directly to the north and east and include the Arvada House which is six-

		stories tall. Planned uses for the Triangle planning area of the Ralston Fields Urban Renewal Plan include vertically mixed-use buildings containing commercial and high-density residential uses. Staff finds that the proposed conditional use is comparable with existing and planned uses in the surrounding area.
5. Facilities and services including sewer, water, storm water, gas, electricity, police and fire protection, and roads and transportation will, prior to or as part of the development, be available to serve the subject property while maintaining adequate levels of service for existing development; and	Complies	All services are available for this site.
6. The application mitigates any adverse impacts on the surrounding area to the degree practicable.	Complies	The application mitigates adverse impacts to the surrounding area to the degree practicable.

The following conditions were made part of the recommendation by the Planning Commission:

1. In order to preserve a portion of the site for retail and commercial uses and to mitigate the loss of a larger amount of retail space (Criteria 6), a minimum of 10,200 square feet of commercial space shall be provided on site.
2. In order to adhere to Criteria 2, the applicant shall offer a minimum of five percent of the apartment units as affordable to residents making up to 80% of Area Median Income. The means of restricting these units shall be determined at the Site Plan application and shall be at the discretion of City staff.

Public Contact

The required neighborhood meeting for this project took place on October 29, 2020. Both in-person and virtual options were provided. The applicant, City team members, and 14 neighbors were in attendance at the in-person meeting. For the virtual meeting, the applicant, City team members and 50 residents were in attendance.

Written notice was sent 15 days prior to the meeting, a published notice was posted in the newspaper 15 days prior to the meeting, and a public hearing sign was posted 15 days prior to the meeting.

In both meetings general questions came up related to the number of residences, the amount of commercial, the amount of parking, and open space. Some other questions included opportunities for affordable units, ensuring that east/west connectivity through the site was provided, traffic related concerns, and water quality.

Commission Recommendation

The Planning Commission voted 5 to 0 (2 absent) to recommend approval by the City Council.

The following conditions were made part of the recommendation by the Planning Commission:

1. In order to preserve a portion of the site for retail and commercial uses and to mitigate the loss of a larger amount of retail space (Criteria 6), a minimum of 10,200 square feet of commercial space shall be provided on site.
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Strategic Alignment

This project aligns with the Community and Economic Development strategic goals.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the Conditional Use for Morgan Ralston Creek, Generally Located at 9881 W. 58th Avenue, be approved.

The following conditions were made part of the recommendation by the Planning Commission:

1. In order to preserve a portion of the site for retail and commercial uses and to mitigate the loss of a larger amount of retail space (Criteria 6), a minimum of 10,200 square feet of commercial space shall be provided on site.
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Suggested Motion:

(Application Approval with Conditions): I move that the Conditional Use Application for Morgan Ralston Creek, Generally Located at 9881 W. 58th Avenue be approved with the conditions recommended by the Planning Commission. This motion is based on the findings of fact adopted by the Planning Commission.

(Application Denial): I move that the Conditional Use Application for Morgan Ralston Creek, Generally Located at 9881 W. 58th Avenue be denied. This motion is based on the following findings of fact for denial: (Recite approval criteria you believe the evidence fails to satisfy and your reasons).

Prepared by:

Josie Suk, Development Systems and Administrative Manager

Reviewed by:

Approved by:

Jeremiah Bebo, Planner II	2/23/2021
Robert Smetana, Manager of City Planning and Development	2/23/2021
Ryan Stachelski, Director of Community and Economic Development	2/23/2021
Gail Walker, Legal Specialist-Contracts	2/23/2021
Emily Grogg, Senior Assistant City Attorney	2/23/2021
Rachel Morris, City Attorney	3/3/2021
Lorie Gillis, Deputy City Manager	3/3/2021

SUBJECT: Conditional Use for Morgan Ralston Creek, Generally Located at 9881 W. 58th Avenue

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ITEM: 10.A.

Mark Deven, City Manager

3/3/2021

Enclosure, exhibits & attachments required to support the report

City of Arvada
Community and Economic Development Department
PUBLIC HEARING STAFF REPORT

Morgan Ralston Creek
Conditional Use
DA2020-0129

NATURE OF REQUEST

Norris Design and Morgan Group are requesting approval of a Conditional Use in order to allow the development of a mixed-use community containing both multifamily residential units and commercial space within a MX-U (Mixed Use - Urban) zoning district. The Conditional Use would allow the residential use in the project. The property currently contains a vacant 104,000 square-foot big-box retail building (formerly Kmart) and a separate 822 square-foot fast-food restaurant with drive-through (Good Times) which is currently operating.

Two design options have been presented by the applicant, based on whether the Good Times portion of the site is either redeveloped (Option 1) or if the restaurant remains (Option 2). The new community would contain between 300 and 328 apartment units between two or three buildings on the 8.42 acre site. The ultimate count will depend on Good Times. In both options, the majority of the units (85 percent) will be either one-bedroom or two-bedroom units. A two-story parking garage will be located to the rear of the property and behind the main apartment building which will contain most of the parking for the residences. According to the applicants, five percent of the apartment units will be leased at affordable rates to residents making up to 80 percent of Area Median Income (AMI).

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An additional building located on the west-side of the internal north/south drive and W. 58th Ave. will contain a two-story building containing the leasing office and amenity space for the residents, as well as additional residences in a four-story building as the building transitions north. Should the option for the Good Times to remain be selected, the leasing office/amenity building will be shifted further back and the residential building eliminated. Additional rooftop amenity space is provided on the main apartment building and an in-ground, outdoor pool is also available for residents.

The property was annexed into the city in 1955 with the Burry Annexation. Kmart was constructed in 1968 and the property was platted on June 23, 1982 as Lot 1, K-Mart – McDonald's Subdivision and a Final Development Plan for Good Times was approved in 1996.



NEIGHBORHOOD MEETING

Division 8-2-2 of the Land Development Code requires that at least one neighborhood meeting be held for projects that require public hearings before the Planning Commission and City Council.

The required neighborhood meeting for this project took place on October 29, 2020. Both in-person and virtual options were provided. The applicant, staff, and 14 neighbors were in attendance at the in-person meeting. And the applicant, staff and 50 residents were in attendance at the virtual meeting.

Staff Report

In both meetings general questions came up related to the number of residences, the amount of commercial, the amount of parking, and open space. Some other questions included opportunities for affordable units, ensuring that east/west connectivity through the site was provided, traffic related concerns, and water quality.

The applicant prepared a summary of the meeting, which is attached.

PUBLIC NOTIFICATION

Division 8-2-4 of the Land Development Code requires public notification for all public hearings as follows:

Written Notice: At least 15 days prior to all public hearings, written notice must be mailed to all property owners within 500 feet of the subject property and to all homeowners associations and neighborhood associations with a known interest in the subject property. The applicant will provide an affidavit of mailing verifying this requirement has been met prior to the public hearing.

Posted Notice: At least 15 days prior to all public hearings, signs notifying the public of the hearing must be posted on the subject property. The applicant will provide a posting log verifying that this requirement has been met prior to the public hearing.

Published Notice: At least 15 days prior to all public hearings, notice of the hearing must be published in a newspaper of general circulation in the City. The required notice has been published.

SEVERED MINERAL RIGHTS

At least 30 days prior to the public hearing, written notice of the application must be mailed to any owner of mineral rights associated with the subject property. The applicant has provided the required Certification of Notice pursuant to Colorado Revised Statute 24-65.5-103.

DEVELOPMENT REVIEW TIMELINE

The application was accepted by the City for review on November 18, 2020. The standard review timeline allows for three reviews within a 20 week timeframe to reach a Planning Commission public hearing. This project required two reviews and will be presented to Planning Commission within 14 weeks of acceptance of the application.

ALIGNMENT WITH CITY COUNCIL STRATEGIC PLAN

This project aligns with the Community and Economic Development strategic goals.

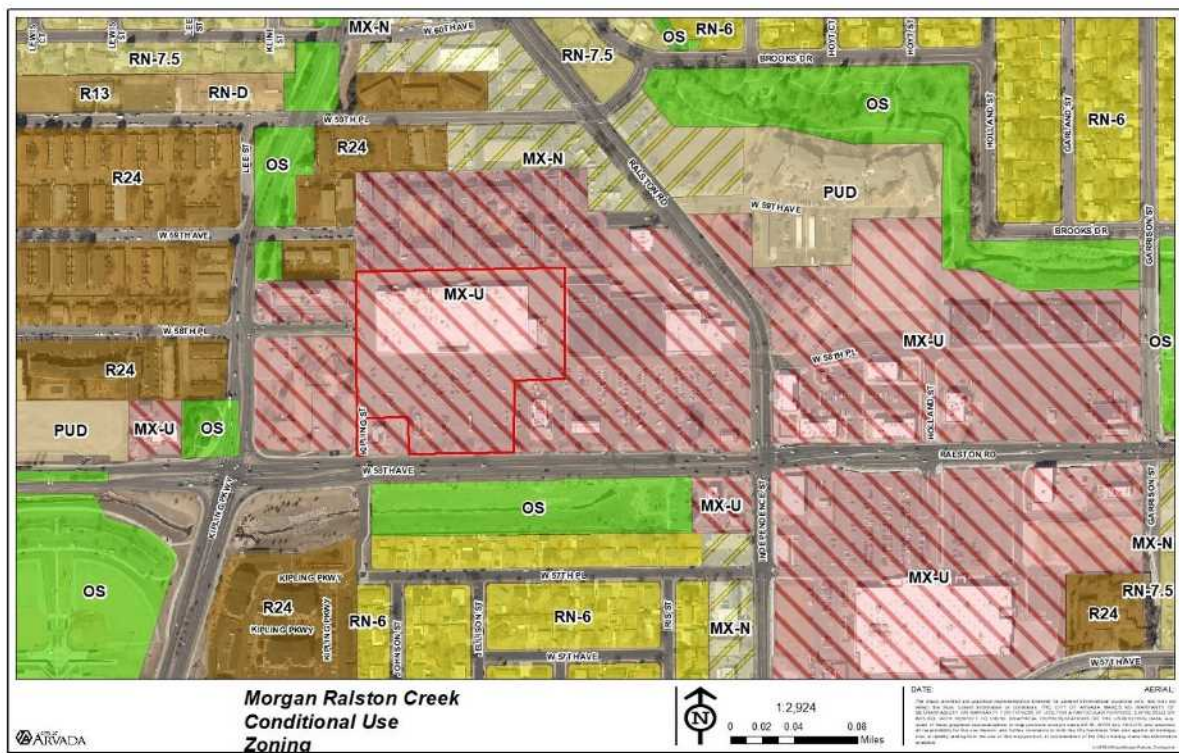
ZONING AND LAND USE

Staff Report

The subject property is currently zoned MX-U and is approximately 8.42 acres in size.

Surrounding properties are zoned and utilized as follows:

Direction	Zoning	Actual Use
North	MX-U	Apartments
South (across W. 58 th Ave.)	OS (Open Space)	Van Bibber Creek
East	MX-U	Large Format Grocery Store and Associated Fueling Station Fast-Food Restaurant with Drive-Through
West	MX-U	Church Senior Living Facility



PROJECT ANALYSIS

Compliance with the Comprehensive Plan

The project site is designated as Mixed Use on the 2014 Comprehensive Plan Future Land Use map. The proposed Conditional Use is consistent with the following Comprehensive Plan Goals & Policies:

Goal L-2: Plan for a balanced mix of commercial and residential land uses in Arvada.

Policy L-2.1: Complete Community

The City will provide for a balanced mix of land uses by promoting redevelopment and continuing to reserve lands for future commercial and industrial development as well as a variety of housing choices.

Goal L-3: Encourage development of transit-supportive, higher-density, mixed-use, pedestrian-oriented areas.

Policy L-3.1: Designated Mixed-Use Areas

The plan designates mixed-use areas in Arvada to provide a mix of land uses, services, retail and commercial development, employment, and in some cases, a diversity of higher density housing in close proximity to transit, bike, and pedestrian connections.

Policy L-3.2: Criteria for New and Redeveloping Mixed-Use Areas

Mixed-use areas are envisioned as strategically located, high intensity, pedestrian-oriented activity areas providing a range of retail, business, civic, cultural, and residential opportunities

for the surrounding trade area. Mixed-use areas should be located in urban centers or designated corridors and should create or demonstrate the following characteristics:

- Transit-supportive residential densities with a mix of housing types and affordability;
 - Transit-supportive mix of retail and employment opportunities;
 - Streets or other physical features that help define the center;
 - Public plazas, gathering spaces or amenities designed as a focal point;
 - Transit service
 - Pedestrian oriented site design; and
 - Interconnected network of multi-modal streets linking to surrounding areas.
- Goal L-5: Designate and promote redevelopment and infill to generate economic revitalization, improve physical conditions, and provide and appropriate mix of quality housing choices.

Policy L-5.1: Targeted Redevelopment Areas

The City will continue to plan for and promote redevelopment in targeted redevelopment areas. Targeted redevelopment areas include Ralston Fields.

Goal ED-4: Redevelop and revitalize existing commercial and industrial areas.

Policy ED-4.1: Promote Redevelopment of Underutilized Commercial Areas

The City will promote through incentives and infrastructure investment, new development, and reinvestment in designated “redevelopment areas” to retain or attract

Staff Report

businesses and repurpose areas for retail, office, and a diversity of housing types, as may be appropriate.

Goal CC-1: Plan Arvada as a City of different development character districts.

Policy CC-1.1: Variety of Development Types

The City will include a variety of development types including rural areas, suburban residential neighborhoods, historic districts, redevelopment areas, and mixed-use communities that contain services, employment, and higher density housing.

Goal T-2: Strengthen the linkage between land use and transportation in Arvada.

Policy T-2.2: Land Use Patterns to Support Transit

The City will plan future developments that support rail and bus transit along designated transit-supportive corridors. Development surrounding transit stations and corridors should have greater residential and employment density and a mix of uses.

Goal N-1: Plan for a range of neighborhoods and accessible housing of different tenure types to accommodate diverse incomes and all ages and abilities.

Policy N-1.1: Range of Residential Categories

The Land Use Plan will include a mix of residential land use categories and minimum densities ranging from low density single-family homes to multi-family housing of different tenure types in mixed-use activity centers, in order to encourage varied housing needs.

Goal N-2: Encourage development of workforce or assisted housing throughout Arvada.

Policy N-2.1: Dispersed Workforce or Assisted Housing

The City will require a range of new workforce or assisted housing to appropriate dispersed locations throughout the City, integrated with new, existing, and redeveloping neighborhoods.

Policy N-2.6: Mixed Income Projects

The City will promote the development of mixed-income projects that combine market rate housing with affordable housing.

The Conditional Use application complies with the above goals and policies from the Comprehensive Plan by allowing residential uses to be built in a designated mixed-use area in the Land Use Plan. The site is located within a targeted redevelopment area (Ralston Fields) and the proposal would provide a mix of commercial and residential uses and buildings on an underutilized property.

The housing type provided in the Conditional Use offers a product that is desired and planned for in mixed-use areas (high density) and the applicant has offered to provide at least five percent of the units as affordable to residents making up to 80 percent of the Area Median Income (AMI). Additionally, the Comprehensive Plan provides principles for Mixed Use designated areas in the City regarding affordable housing stating, "Where possible, encourage development of affordable rental and ownership housing opportunities for households earning

Staff Report

The Conditional Use application supports the desired goals and outcomes of the Renewal Plan by providing a mixed-use, mixed-income project containing both high-density residential and commercial uses. Additionally, the site design will include pedestrian-friendly and mixed-use principles to create the urban, walkable community that the plan envisions.

Setbacks

The MX-U zone district requires that urban multifamily buildings be located within a 10 to 20-foot wide frontage zone adjacent to public streets. And non-residential buildings be located within a 0 to 20-foot wide frontage zone. The side setback is 10 feet for the multifamily building and 0 feet for non-residential, while the rear setback for both can be zero.

Setbacks will be reviewed as part of a Site Plan application, should the Conditional Use approval be granted. The conceptual plan included as part of this application indicates that the building will comply with this frontage zone requirement, as well as the side and rear setbacks.

Building Height

The maximum building height allowed in this MX-U zoning district is 65 feet. Building height will be reviewed as part of a Site Plan application, should the Conditional Use approval be granted. The conceptual plan included as part of this application indicates a maximum building height of 65 feet.

Open Space

The MX-U zoning district requires a minimum of 15 percent of the site be landscape surface area. Additionally, small urban park space is required in an amount equal to 10 percent of the site area. Compliance with the landscaped surface area and small urban park will be reviewed as part of a Site Plan. However, the conceptual plan indicates that approximately 12.9 - 13.7 percent of the site will be utilized as a small urban park depending on which option is selected. A small pocket park as well as various hardscape amenity spaces will be provided.

Landscaping, Buffering and Fencing

Specific details of the landscape plan will be reviewed as part of any future Site Plan application.

Building Design

The conceptual renderings show three buildings with a modern architectural theme, with a variety of exterior materials being utilized. Large, transparent windows and pedestrian entries will be utilized along street frontages (both public and private) in order to create a more active pedestrian realm. Balconies are provided to many of the residential units and the renderings show the use of a mural on the western and eastern buildings. The final design of the buildings will be reviewed as part of a Site Plan application.

Staff Report



Option 1: Good Times Redevelops



Option 2: Good Times Remains

Circulation and Connectivity

There are two points of vehicular access to the site that are provided directly off of W. 58th Avenue. Additional cross-access connections are provided between this site and others to the east and west. The east/west internal drive will serve as a “main street” through this site providing both vehicular and pedestrian connectivity between the King Soopers and the residences on this site, the Arvada House, and other residences to the west(?).

A traffic study was required as part of the Conditional Use application. The report indicates that this project will generate an average of 2,172 weekday trips, with 120 morning and 178 evening peak hour trips. The study concluded the traffic impacts of the proposed project can be accommodated by the existing roadway network and no major improvements are needed.

Grading and Drainage

Based on the conceptual plan and associated drainage letter, stormwater will be conveyed to an underground detention and water quality facility system. Further review of the details and design will take place as part of a Site Plan application.

Parking and Loading

Minimum parking requirements are as follows:

Studio	1.4 space/unit
One-Bedroom	1.6 space/unit
Two-Bedroom	2.1 space/unit

Based on the Code, a total of 514 to 562 spaces are required depending on the final site plan option and unit count.

Additionally, 4 spaces per 1,000 square feet of gross floor area is required for type 1 retail and 5 spaces per 1,000 square feet of gross floor area is required for restaurant uses.

In both site plan options, 560 parking spaces are provided to accommodate both the residential and commercial uses. The conceptual plans state that the applicant will explore utilizing LDC 4-5-2-1 which allows the developer of a mixed-use project to reduce the number of required off-street parking spaces by preparing a shared parking study. Additional parking reduction opportunities as allowed by the code may be considered, based on a parking study.

Parking will be reviewed in more detail with a Site Plan application.

Utility Services

Water and sanitary sewer service are provided by the City and are available. Both lines run along the northern portion of the site and modifications may need to be made. Additionally, a new water main will need to be looped through the site in order to provide service to the new buildings. A sanitary main extension will also need to be built.

Police and Fire Protection

Police and Fire protection are both provided for the site and Arvada Fire has reviewed the conceptual plans.

LAND DEVELOPMENT CODE APPROVAL CRITERIA

It is the responsibility of the applicant to justify the requested land use application. The Planning Commission should make a recommendation to the City Council based on its findings regarding the approval criteria shown in the table(s) below and upon testimony heard during the public hearing as it applied to the criteria.

Staff performed an analysis of the proposal, based on the approval criteria listed in Section 3 of the Land Development Code, and presents the following findings:

Div. 8-3-5 Conditional Use Approval Criteria	Finding	Rationale
1. The application complies with the applicable standards of this LDC, other adopted City ordinances, resolutions and regulations including but not limited to any use-specific standards for the proposed conditional use in Division 3-1-3, any approved Master Development Plan that includes the property, and any conditions specifically applied to development of the property by the Planning Commission or City Council in a prior decision affecting the property;	Complies	The application complies with all of the standards of the LDC and no modifications are being requested at this time.
2. The application is consistent with the Arvada Comprehensive Plan;	Complies	The application is consistent with the Arvada Comprehensive Plan.
3. The use is consistent with the purpose and intent of the zoning district in which it is located;	Complies	The use is consistent with the intent of the Mixed Use – Urban zoning district.
4. The size, scale, height, density, multi-modal traffic impacts, hours of operation and other similar characteristics of the proposed use are comparable with existing and planned uses in the surrounding area and the zoning district regulations;	Complies	The size, scale, height, density, and traffic impacts are consistent with the planned uses in the surrounding area. All of the surrounding properties are identified as Mixed Use in the Comprehensive Plan and are zoned as MX-U with a height allowance up to 65 feet. Existing multi-family housing is located directly to the north and east and include the Arvada House which is six-stories tall. Planned uses for the Triangle planning area of the Ralston Fields Urban Renewal Plan include vertically mixed-use buildings containing commercial and high-density residential uses. Staff finds that the proposed conditional use is comparable with existing and planned uses in the surrounding area.

Staff Report

5. Facilities and services including sewer, water, storm water, gas, electricity, police and fire protection, and roads and transportation will, prior to or as part of the development, be available to serve the subject property while maintaining adequate levels of service for existing development; and	Complies	All services are available for this site.
6. The application mitigates any adverse impacts on the surrounding area to the degree practicable.	Complies	The application mitigates adverse impacts to the surrounding area to the degree practicable.

STAFF RECOMMENDATION

Based upon project analysis and review of the Land Development Code approval criteria, staff recommends approval of the project.

If the Planning Commission finds that a recommendation to approve the Conditional Use is supported by the approval criteria, then staff recommends that the following conditions be made part of the approval:

1. In order to preserve a portion of the site for retail and commercial uses and to mitigate the loss of a larger amount of retail space (Criteria 6), a minimum of 10,200 square feet of commercial space shall be provided on site.
2. In order to adhere to Criteria 2, the applicant shall offer a minimum of five percent of the apartment units as affordable to residents making up to 80% of Area Median Income. The means of restricting these units shall be determined at the Site Plan application and shall be at the discretion of City staff.

The Planning Commission may recommend denial of the request(s) if it cannot make affirmative findings of the approval criteria stated above.

Neighborhood Meeting Summary



MEETING NOTES

Project:	Morgan Ralston Creek	Date:	October 29th, 2020
Subject:	Neighborhood Meeting	Time:	On-site: 5-6pm Virtual: 6-7pm
Minutes by:	Bonnie Niziolek / Leanne Vielehr	Location:	Zoom 9881 W. 58th Ave.

IN-PERSON MEETING

5:00-6:00 pm, on-site

Attendees

- 14 residents attended the in-person meeting; please see attendee list following this summary.
- City of Arvada staff
- AURA staff
- Development team

Format / Presentation

- Four timeslots were available for residents to choose from; each limited to 10-15 people to ensure social distancing.
- Boards showing the conceptual site plans and renderings were on display.
- Members of the applicant team walked residents through the plans and were available to answer questions.
- Please see boards following this summary.

Questions/Comments

- How many units are proposed?
- Where is the parking?
- Like that the style is consistent with the recent development to the east.
- What is the mix of affordable vs market rate units?
 - Would like to see more affordable units.
- Like that there's commercial included.
- Like that the commercial is located next to the bus stop.
- Explain the difference between the two options.
- What are you doing for water quality?
- What are the traffic impacts, how many cars, how does this compare to the Kmart use?
- Be mindful of designing nooks and crannies and people experiencing homelessness.
- All about doing something with this eyesore, but want to make it work for all people.
- Can people afford to live here?
- Will there be places for pets?
- Will views from Ralston Creek be impacted?
- Please include more inviting windows along Ralston frontage.

VIRTUAL MEETING

6:30-7:40pm, zoom meeting

Attendees

- Approximately 50 residents
- City of Arvada staff
- Development team

Format / Presentation

- Development team presented the overall proposal for approximately 26 minutes; please see presentation following this summary.
- Participants provided questions/comments through the zoom chat box during the presentation and during Q&A; please see chat box list of questions following this summary.
- Development team walked through the questions/comments for approximately 40 minutes.

Questions/Comments

- See Zoom Chat log provided following this summary

SUPPLEMENTAL DOCUMENTS

The following documents were part of the meetings and are included after this summary:

- In-person meeting
 - Attendee list
 - Presentation boards
- Virtual meeting
 - Zoom chat log
 - Presentation

End of meeting notes.

Staff Report

18:24:23 From Nathan Sciarra to Leanne Vielehr(Privately) : can you unmute me again

18:31:33 From Carolynne White to Leanne Vielehr(Privately) : I'll stay muted unless I'm needed so you don't hear my background noise

18:38:04 From Linda Bobbitt to Leanne Vielehr(Privately) : Can you tell us the name of the developer?

18:38:08 From Linda Bobbitt to Leanne Vielehr(Privately) : nevermind

18:46:51 From Mike Papantonakis to Leanne Vielehr(Privately) : What are your thoughts about working toward for sale residential instead of for rent? What's the down side to your company when we have such a shortage on for sale properties in Arvada.

18:47:56 From Adams, Charley to Leanne Vielehr(Privately) : How tall is the current abandoned building? and is the plan to go to full 65 ft with the new building?

18:50:52 From Taylor Jarnagin (He/His/Him) to Leanne Vielehr(Privately) : Will there be condominiums or all rental housing?

Will there be affordable and subsidized housing ??

I think there should be a mix of both and that those units should be mixed in with all the other units.

18:51:33 From Margaret Foderaro to Leanne Vielehr(Privately) : Seem odd that the pool is not connected to the main apartment building. Why is that?

18:51:36 From Linda Bobbitt to Leanne Vielehr(Privately) : Will the seniors who live in the apartments still be able to walk to the King Soopers. Many of them shop that way

18:53:05 From Linda Bobbitt to Leanne Vielehr(Privately) : Sorry, you may have covered this but, is any of the housing affordable housing?

18:53:13 From Barbara to Leanne Vielehr(Privately) : How many parking spaces are allocated to each unit?

18:53:18 From Margaret Foderaro to Leanne Vielehr(Privately) : Are the apartments studio, 1 bdrm, 2 bdrm? What is the price point for the apartments?

18:53:26 From Barbara to Leanne Vielehr(Privately) : Will some of the units be low income?

18:53:42 From Barbara to Leanne Vielehr(Privately) : Will the traffic lights be added?

18:55:16 From Travis Hodge to Leanne Vielehr(Privately) : this design is fantastic. what kind of unit mix are you proposing? would love to see a mix of smaller and larger units to provide a variety of housing options...

18:55:40 From Serena Chen to Leanne Vielehr(Privately) : What is considered AMI for Arvada?

18:56:20 From Arvadans for Social Justice to Leanne Vielehr(Privately) : Is there any plan option that includes a higher % of attainable housing (i.e. higher than this 5% number)

18:56:35 From Melissa Brown to Leanne Vielehr(Privately) : The pictures show a 3 lane street but it is currently only 2. Does that mean the city is widening the road? We already have so many new townhomes being built on 58th plus Ward. What does the city plan to do for traffic for Ward from 44th to 64th and from 58th and Ward, east to Wadsworth?

18:57:07 From Arvadans for Social Justice to Leanne Vielehr(Privately) : And what percentage entails involving AURA?

Staff Report

18:57:35 From Melissa Brown to Leanne Vielehr(Privately) : Will Morgan be investing into areas around this?

18:57:48 From mindy to Leanne Vielehr(Privately) : I'm concerned about pedestrian safety along 58th with so many entrances for cars. Is there any way to reduce those or do more around traffic calming?

18:58:08 From Linda Bobbitt to Leanne Vielehr(Privately) : What is the population they expect to move in? Singles, families, seniors, singles???

18:58:11 From Steve Art to Leanne Vielehr(Privately) : Can you speak to access. Is there a signalized access to the parcel?

18:58:15 From Nick & Nikki Young to Leanne Vielehr(Privately) : Is there an anticipated timeline for bringing on a General Contractor once an Option is selected?

18:58:29 From genevivelaca to Leanne Vielehr(Privately) : Estimated time frame?

18:58:33 From Steve Art to Leanne Vielehr(Privately) : It may be early, but can you speak to building materials

18:58:52 From genevivelaca to Leanne Vielehr(Privately) : Any shops in mind?

18:58:53 From deemartinez to Leanne Vielehr(Privately) : What are the current occupancy rates in the area?

18:58:54 From Melissa Brown to Leanne Vielehr(Privately) : What other areas in the Denver Metro area do you already have sites?

18:59:26 From Margaret Foderaro to Leanne Vielehr(Privately) : What is the timeline of this project? When to you begin demolition and how long will it take for the complete build-out?

18:59:33 From Melissa Brown to Leanne Vielehr(Privately) : What will the average rent price be?

18:59:44 From Lisa Smith! to Leanne Vielehr(Privately) : The first version, the leasing office building looks a bit jail cell like with the high cement walls and narrow windows. (It kind of looks like the boston city hall structure). Just some feedback that maybe reconfiguring to make it look more welcoming from the lens of the people driving by. Hope it helps :)

19:00:07 From z to Leanne Vielehr(Privately) : if you're going to do for rent I'd like to see more than 10k sqft commercial...less tiny apartments and more retail and I

19:00:07 From John Schiel to Leanne Vielehr(Privately) : There are hundreds of new apartments already in the area. We don't need any more. What can we do to stop this?

19:00:24 From Kevin Miller to Leanne Vielehr(Privately) : in commercial area are you looking for some of that to be street level office access?

19:00:26 From Taylor Jarnagin (He/His/Him) to Leanne Vielehr(Privately) : What does 80% AMI mean for Arvada ?

19:00:32 From Melissa Brown to Leanne Vielehr(Privately) : How many parking spots per unit?

19:00:35 From Erik Syme to Leanne Vielehr(Privately) : how many parking spaces for the 300-330 units?

19:00:49 From Lisa Smith! to Leanne Vielehr(Privately) : Also, Are you looking to get any local, state or federal funding assistance to promote more affordable units?

19:01:01 From Chris's iPad to Leanne Vielehr(Privately) : what is AMI

Staff Report

acronym?

19:01:02 From Mike Papantonakis to Leanne Vielehr(Privately) : The units should be partially affordable for rent and some for sale condos. If you can, look at partnering with a developer that can do for sale condos.

19:01:14 From Michele Crouse to Leanne Vielehr(Privately) : Concerns about affordable ADA units

19:01:39 From Michele Crouse to Leanne Vielehr(Privately) : Enough green space considering the number of renters with pets.

19:01:41 From deemartinez to Leanne Vielehr(Privately) : What is the target start and end dates for construction?

19:01:58 From Travis Hodge to Leanne Vielehr(Privately) : have you considered live/work units as part of the commercial space? sometimes it works, sometimes it doesn't. design and integration is key. but the benefit to residents is local small business rather than national chains that ultimately fail as evidenced by ralston creek vacant space

19:01:59 From Michele Crouse to Leanne Vielehr(Privately) : Electric charging stations?

19:02:39 From deemartinez to Leanne Vielehr(Privately) : What is the anticipated rent cost?

19:03:31 From Steve Art to Leanne Vielehr(Privately) : No covered parking?

19:04:06 From Arvadans for Social Justice to Leanne Vielehr(Privately) : Also, sorry if I missed this, but what is the price range for these units (the normal priced units)?

19:04:09 From Melissa Brown to Leanne Vielehr(Privately) : How is the pool the concern?

19:04:58 From Cheryl Ames to Leanne Vielehr(Privately) : What is the square footage for the apartments.

19:06:13 From Lisa Smith! to Leanne Vielehr(Privately) : Last question (I think) ... there two versions have different amount of units, will the 5% affordable units be respective to both of those versions or only one?

19:06:15 From Serena Chen to Leanne Vielehr(Privately) : Is this development part of a larger development corridor / urban plan, or is it considered a standalone project? (Sorry I joined a few minutes late in case this was covered in the beginning.)

19:06:38 From Katie Kermashek to Leanne Vielehr(Privately) : Have you considered or looked at how the max building height will obstruct the views residents have now from The Ralston Creek Central Park and the response that will come from that?

19:06:44 From Melissa Brown to Leanne Vielehr(Privately) : Thank you :_

19:06:49 From Melissa Brown to Leanne Vielehr(Privately) : :)

19:07:34 From Travis Hodge to Leanne Vielehr(Privately) : 1.7 is too high of a parking ratio. Is it possible to replace parking with more commercial?

19:07:35 From Katie Edwards to Leanne Vielehr(Privately) : Will Morgan operate the apartments or will that be subcontracted out to a different property management group?

19:10:05 From Melissa Brown to Leanne Vielehr(Privately) : We appreciate the input on pricing. We want to know what kind of pricing because it tells us the type of residents we can expect. Sounds like it will fall in line with

Staff Report

the new builds around it

19:11:04 From John Schiel to Leanne Vielehr(Privately) : I can only ask you questions. How do I get my questions to the developer?

19:12:39 From Lisa Smith! to Leanne Vielehr(Privately) : What variables determine the room size breakdown? Is it cost? Requests from city?

19:13:11 From Arvadans for Social Justice to Leanne Vielehr(Privately) : Why/how would the number grow?

19:13:48 From Melissa Brown to Leanne Vielehr(Privately) : What is the full name of the company? I would like to find other locations in

19:13:57 From Melissa Brown to Leanne Vielehr(Privately) : Denver that they have buildings

19:14:06 From Amber's iPhone to Leanne Vielehr(Privately) : sorry if this has already been addressed but can you go over when this will be open?

19:15:42 From Leanne Vielehr to Melissa Brown(Privately) : The Morgan Group

19:16:36 From Leanne Vielehr to John Schiel(Privately) : We are asking him your questions

19:17:42 From Katie Edwards to Leanne Vielehr(Privately) : Can you give us examples of other Morgan Communities in the Front Range or in Arvada specifically

19:17:48 From John Schiel to Leanne Vielehr(Privately) : Ok, thank you. Normally I see all participants in the chat area.

19:18:00 From Leanne Vielehr to John Schiel(Privately) : John, has your question already been answered, if not, we'll read your question to Scott

19:18:43 From John Schiel to Leanne Vielehr(Privately) : There is a lot of apartments going up in this area. Why do we need this and how can we stop it from moving forward?

19:19:48 From Leanne Vielehr to John Schiel(Privately) : You can send an email to the City Planner, Jeremiah. His email will be provided at the end. You will also have the opportunity to speak during the Planning Commission and City Council hearing

19:20:20 From Erik Syme to Leanne Vielehr(Privately) : nevermind, already answered at 1.7 spaces per unit.

19:20:49 From Leanne Vielehr to John Schiel(Privately) : jbebo@arvada.org (I believe)

19:21:21 From Adams, Charley to Leanne Vielehr(Privately) : Are young professionals really going to pay the market rates to live in an area without any of the things that generally attract young professionals? Not walking distance to large scale public transit, no bars/restaurants within walking distance, open space is limited to sports fields, no major attractions...especially when the rates aren't really a savings over Denver prices.

19:21:39 From John Schiel to Leanne Vielehr(Privately) : I'll be looking for his address and I'll have to look on arvada.org for those meetings.

19:21:49 From John Schiel to Leanne Vielehr(Privately) : Thank you.

19:22:32 From Leanne Vielehr to John Schiel(Privately) : Mailing notices will go out for those meetings. Likely a few month off.

19:23:26 From John Schiel to Leanne Vielehr(Privately) : Thank you.

19:26:15 From Melissa Brown to Leanne Vielehr(Privately) : Have there been enough surveys amongst the age group that you are targeting to know if they find the suburban type surroundings to be appealing? Reason I ask is that having a

Staff Report

lot of vacancy hurts pricing.

19:26:41 From John Schiel to Leanne Vielehr(Privately) : Have they considered something other than residential usage for this property?

19:33:09 From Travis Hodge to Leanne Vielehr(Privately) : has there been any consideration to townhome units? perhaps decreasing the number of total units but making up that lost revenue with higher rent townhome units. could reduce the impact on infrastructure while still providing the developer with enough rent/noi to make the ROC feasible

19:34:55 From Kelly Eargle (she, her, hers) to Leanne Vielehr(Privately) : I think the amount of parking is perfect. All of the other apartments in Arvada have too little and cars are parked all over the streets. Thank you for being higher.

19:36:09 From Melissa Brown to Leanne Vielehr(Privately) : Thank you! I appreciate the transparency! And for the extra time y'all are putting into the meeting.

19:37:08 From Melissa Brown to Leanne Vielehr(Privately) : Random question and likely more for the city of Arvada, do you know who they are bidding up against for the property? If anyone else?

19:38:44 From Melissa Brown to Leanne Vielehr(Privately) : Thanks so much! I really do appreciate it. Anything will make that kmart look better. I am a 3rd gen native and 2nd gen Arvadan so this is very helpful

19:38:52 From Lisa Smith! to Leanne Vielehr(Privately) : What strategies are you doing to try to be more environmentally friendly in your builds? Other Than EV outlets, what else are you doing? Any solar? Etc?

19:39:09 From Leanne Vielehr to Melissa Brown(Privately) : Melissa, I believe The Morgan Group is the only buyer at this time

19:39:18 From Lisa Smith! to Leanne Vielehr(Privately) : And a heartfelt thank you for being honest and doing this. It means a lot to have the honesty and openness like this format

19:39:22 From Melissa Brown to Leanne Vielehr(Privately) : Thank you :)

19:39:43 From Kelly Eargle (she, her, hers) to Leanne Vielehr(Privately) : Have y'all walked around the King Soopers or the ARC? Have you talked to the shop owners on the other side of Independence and Ralston? Might be a good insight of who lives in that area. A lot of people in the area avoid that Kings...

19:39:48 From Travis Hodge to Leanne Vielehr(Privately) : no need to read aloud and answer, just want to say that it appears you've put a lot of thought into this project and excited to see this site developed into something that adds value to the community

19:39:59 From Kelly Eargle (she, her, hers) to Leanne Vielehr(Privately) : Private question...that doesn't need to be read.

19:40:07 From Gary Stout to Leanne Vielehr(Privately) : Morgan Group has a plan that fits the AURA guidelines and I like that they will run this soup to nuts. I support this project. Thanks everyone for your work.

19:40:45 From Melissa Brown to Leanne Vielehr(Privately) : Thanks!

19:40:51 From John Schiel to Leanne Vielehr(Privately) : Thank you for your help tonight.

Staff Report

Morgan MF Neighborhood Meeting RSVP

Oct. 29, 2020

	# of attendees	Name	Email	Notes
5:00 - 5:20 pm	1	Lori McLaren	Lori McLaren <LMcLaren@nicholspartnership.com>	
	2	Brian McLaren	BRIAN D LORI L MCLAREN <bmcclaren2000@msn.com>	
	3	Carrie Briscoe	<cbriscoe@arvada.org>	
	4	Maureen Phair	mphaire@arvada.org	
	5	Brandon Figliolino	Brandon Figliolino <Brandon.Figliolino@live.com>	
	6	Chris Hill	Chris Hill <chill@odysseybeerwerks.com>	
	7	Tim Steinhaus		AURA
	8	Cliff		walk-in, didn't get last name
	9			
	10			
	11			
	12			
	13			
	14			
	15			
5:20 - 5:40 pm	# of attendees	Name	Email	Notes
	1	Steve Byers	steve@arvadarising.com	
	2	Sharon Henderson Davis	Sharon Henderson Davis <shdavis2009@hotmail.com>	
	3	Paul Albani-Burgio	Paul Albani-Burgio <palbaniburgio@coloradocommunitymedia.com>	Arvada Press Newspaper
	4	Ian Harwick	Ian Harwick <ianharwick@gmail.com>	
	5	Brian DeLauro		
	6	Mindy Moore		
	7			
	8			
	9			
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	11			
	12			
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	14			
	15			

February 24, 2020

Jeremiah Bebo
City of Arvada
8101 Ralston Rd.
Arvada, CO 80002

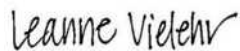
**RE: MORGAN RALSTON CREEK :: CONDITIONAL USE
APPLICATION NUMBER: PA2020-0150
NEIGHBORHOOD MEETING QUESTIONS AND ANSWERS**

Dear Mr. Bebo

Per your request and in response to the Planning Commissioner's question, we have provided in the following pages the answers given to the questions asked by attendees during the virtual neighborhood meeting that took place on October 29, 2020.

As always, please let us know if you need anything else.

Sincerely,
Norris Design



Leanne Vielehr
Senior Associate

SALE VS FOR RENT:

Mike Papantonakis - What are your thoughts about working toward for sale residential instead of for rent? What's the downside to your company when we have such a shortage on for sale properties in Arvada.

Mike Papantonakis - The units should be partially affordable for rent and some for sale condos. If you can, look at partnering with a developer that can do for sale condos.

Response: Our Company is solely for rent communities – if there were someone bringing forward a for sale community, it would not be us. I'm sure there are benefits for condominium developers but our main focus is providing for rent residential.

AFFORDABLE HOUSING:

Taylor Jarnagin - Will there be condominiums or all rental housing? Will there be affordable and subsidized housing ?? I think there should be a mix of both and that those units should be mixed in with all the other units.

Response: The plan is to proportionally provide affordable units throughout the community and across all unit types. Those units will be dispersed throughout the community so it will not just be one area of income restricted units.

Barbara - Will some of the units be low income?

Linda Bobbitt - Sorry, you may have covered this but, is any of the housing affordable housing?

Response: Yes, 5% of the units are proposed to be affordable.

Michele Crouse - Concerns about affordable ADA units

Lisa Smith - Last question (I think) ... there two versions have different amount of units, will the 5% affordable units be respective to both of those versions or only one?

Response: 5% affordable units applies to both site plan versions.

Arvadans for Social Justice - Is there any plan option that includes a higher % of attainable housing (i.e. higher than this 5% number)

Response: We will have to continue evaluating. But, as it sits today we know that 5% does work for us, however we are not opposed to additional conversations moving forwards. Anticipated rents are still being determined but it will be comparable to others in the market.

Serena Chen - What is considered AMI for Arvada?

Taylor Jarnagin - What does 80% AMI mean for Arvada?

Response: Colorado Finance and Housing Authority sets income limits based on your family size. So the AMI for a family of 4 at 80% is \$80,000, if it's a family of 2 it's a different number. This is set at the county level so Jefferson County sets the number for Arvada.

Lisa Smith - Also, are you looking to get any local, state or federal funding assistance to promote more affordable units?

Response: Not thoroughly, tax credit types of deals are a little more difficult for us and can create roadblocks in our how we move forward. Typically we would make the investment our selves or local housing authorities help to bring additional units to fruition.

Chris - what is AMI acronym?

Response: Average Median Income

UNIT SIZE AND PRICE:

Cheryl Ames - What is the square footage for the apartments.

Response: The units will range in size from studios to 2-bedrooms. Floorplans are still be developed.

deemartinez - What is the anticipated rent cost?

Arvadans for Social Justice - Also, sorry if I missed this, but what is the price range for these units (the normal priced units)?

Melissa Brown - We appreciate the input on pricing. We want to know what kind of pricing because it tells us the type of residents we can expect. Sounds like it will fall in line with the new builds around it

Melissa Brown - What will the average rent price be?

Margaret Foderaro - Are the apartments studio, 1 bdrm, 2 bdrm? What is the price point for the apartments?

Response: Rent levels on the affordable side - \$1,400 - \$1,800, Market rate - \$1,500 - \$2,300. This is very early in our process, we don't typically share those numbers at this time. The market rate could shift up or down depending on the size of units and where they are located. Sub-optimal units could also be lower.

Travis Hodge - This design is fantastic. What kind of unit mix are you proposing? Would love to see a mix of smaller and larger units to provide a variety of housing options...

Response: Right now we are about 15% - 20% for Studios, ~50% - 60% of 1 bedroom units, which will range in size and the remaining ~33% of 2 bedrooms. There will be a size range in each category.

TRAFFIC AND PARKING:

Barbara - Will the traffic lights be added?

Steve Art - Can you speak to access. Is there a signalized access to the parcel?

Melissa Brown - The pictures show a 3-lane street but it is currently only 2. Does that mean the city is widening the road? We already have so many new townhomes being built on 58th plus Ward. What does the city plan to do for traffic for Ward from 44th to 64th and from 58th and Ward, east to Wadsworth?

Response: We will look at traffic requirements with the City during / after the traffic study. At this time, the City has no plan to widen Ralston Road here. There will be frontage improvements and additional ROW needed for detached sidewalks. Developer will be responsible to build to current City standards as well as any additional turn lanes could also be added depending on the traffic study.

Mindy - I'm concerned about pedestrian safety along 58th with so many entrances for cars. Is there any way to reduce those or do more around traffic calming?

Response: We are in the middle of our Traffic Impact Study (will be part of the full application). The lighted intersections are Ralston to the east and 58th and Kipling to the west. We are happy to have conversations about traffic calming if the City engineers believe that is needed. The traffic impact analysis will likely provide solutions – we will adhere to all of the goals to the City.

Barbara - How many parking spaces are allocated to each unit?

Response: Our parking ratio is 1.7 per unit – this is considered a lot of parking in the industry. In our minds, there is ample parking across the site. We wanted to be very careful to maintain dispersed parking.

Michele Crouse - Electric charging stations?

Response: Yes, we believe this is the direction of the world so we will have a good number of charging stations and likely add infrastructure for more in the future.

Steve Art - No covered parking?

Response: There will be carports that are not shown in this site plan. Underneath the back yellow building – the entire building except the front row of units, sit up on a podium. There will be an area underneath the building for the covered parking. The carports will be in the courtyard area.

Travis Hodge - 1.7 is too high of a parking ratio. Is it possible to replace parking with more commercial?

Response: It is a lot of parking for us, but we are meeting Code and bringing it down slightly with shared parking with retail. We have not looked at the trade off of parking and commercial, so I do not know the specific answer at this time. Typically our communities are between 1.5 and 1.6 but this does incorporate parking for the commercial space.

BUILDING HEIGHT:

Adams, Charley - How tall is the current abandoned building? and is the plan to go to full 65 ft with the new building?

Response: The Kmart is 22 or 23ft tall. The proposed building height will range from 20ft – 65ft.

Katie Kermashek - Have you considered or looked at how the max building height will obstruct the views residents have now from The Ralston Creek Central Park and the response that will come from that?

Response by Jeremiah: This site is zoned to allow up to 65ft building height. We did go through a 3-year process to update the land development code – some areas did increase and decrease height. This area did increase height. We cannot say specifically what views will be changed at this stage. But the height did go from 35 ft to 65 ft.

OTHERS:

Margaret Foderaro - Seem odd that the pool is not connected to the main apartment building. Why is that?

Response: We are trying to keep a lot of parking hidden from public view while still maintaining access to the amenities throughout the community. The alternative would be to have a parking field behind that building. Having the pocket park adjacent to the pool would provide a nice flow. With this site not being a perfect rectangle, we have to get a bit creative while maintaining our brand presence on 58th. We want to activate 58th and we believe our leasing center will help do that. In a perfect scenario, the pool would be connected to the main building but we are making that sacrifice to ensure the rest of the site plan works. We do have the top, center portion of the rear building, an outdoor amenity space with an outdoor area.

Linda Bobbitt - Will the seniors who live in the apartments still be able to walk to the King Soopers. Many of them shop that way

Response: Yes, I think right now a lot of people are walking through a parking lot. But we will have a continuous sidewalk all the way through the site. There will pedestrian access from the West coming from that building and along our site to the edge of King Soopers. This is a comment City staff had – they wanted pedestrian access to be maintained throughout the site.

Arvadans for Social Justice - And what percentage entails involving AURA?

Response: We have not made any requests of the Urban Renewal Authority.

Linda Bobbitt - What is the population they expect to move in? Singles, families, seniors, singles???

Response: I think there will be a good mix, general speaking, our communities house a good deal of young professionals. But we are seeing more folks in more advanced ages move into apartments for the ease of living. Typically, most units will be studios and one bedroom, so likely late 20- early 30s. Couples with or without children.

Nick & Nikki Young - Is there an anticipated timeline for bringing on a General Contractor once an Option is selected?

Response: Assuming the City approves proposal, the estimated start of construction would be late 2021 or early 2022. Morgan self-performs general contracting. We like to maintain control of how the communities are built on the construction side.

genevieveelaca - Any shops in mind?

Response: I would love to know who was being put into the areas now. But, I would love fast-casual restaurants, small front shops. We are very open to conversations about this. I anticipate we see fast-casual restaurants come across our desk. Ultimately, we don't know who would come to this space at this time.

Office access – those units on the East side could be used as small office space. Could you be used as gallery or studio space. The idea may need some distinction between the retail spaces. If we find folks with small offices in there, we would love to have them, or artists.

10,000 sq ft – This is not the first iteration of the site plan – we started out with no commercial. We had misinterpreted the intent of the zoning. After a couple of conversations with the Mayor and City staff, we went through iterations where this space has grown. At this point, the takeaway is that 10,000 sq ft has the critical mass to invite people. We believe this will be creative for the community.

deemartinez - What are the current occupancy rates in the area?

Response: Generally speaking there are other areas in the low 90's. If you collect Old Town and the communities to the South of Kipling. Generally 90-95%

Melissa Brown - What other areas in the Denver Metro area do you already have sites?

Response: There is one under construction at I-25 and I-225. We also have a few communities throughout the Metro area, that may be more difficult to describe the location. There was a period of time that we were not active in the Denver market.

Michele Crouse - Enough green space considering the number of renters with pets.

Response: Yes, we love residents with dogs. Our typical communities has 30% - 40% pet owners, so the green space is very important to us. We will work to identify dog access to the site aside from the trails/sidewalks throughout.

Serena Chen - Is this development part of a larger development corridor / urban plan, or is it considered a standalone project? (Sorry I joined a few minutes late in case this was covered in the beginning.)

Response: From Morgan's preceptive it is a standalone project. From the City's perspective, it is both. This is a standalone project however we do have the Arvada Comprehensive Plan which identifies this area as mixed-use. The Arvada Urban Renewal Authority has their plans for this area, the Ralston Field Urban Renewal Plan but has this area as mix of commercial and high-density residential uses. It also outlines the east-west drive as a Main Street that will eventually continue to the east if and when those parcels develop. There are a few other projects on the east side of Ralston Road that have also been designed based on the Urban Renewal Area plan.

Katie Edwards - Will Morgan operate the apartments or will that be subcontracted out to a different property management group?

Response: We will self-manage this community.

John Schiel - I can only ask you questions. How do I get my questions to the developer?

Response: We are asking him your questions.

Ok, thank you. Normally I see all participants in the chat area

Response: John, has your question already been answered, if not, we'll read your question to Scott.

There is a lot of apartments going up in this area. Why do we need this and how can we stop it from moving forward?

Response: You can send an email to the City Planner, Jeremiah. His email will be provided at the end. You will also have the opportunity to speak during the Planning Commission and City Council hearing. jbebo@arvada.org (I believe).

I'll be looking for his address and I'll have to look on arvada.org for those meetings. Thank you.

Response: Mailing notices will go out for those meetings. Likely a few months off.

Melissa Brown - What is the full name of the company? I would like to find other locations in Denver that they have buildings

Response: The Morgan Group

Melissa Brown - Have there been enough surveys amongst the age group that you are targeting to know if they find the suburban type surroundings to be appealing? Reason I ask is that having a lot of vacancy hurts pricing.

Response: We believe so based on the research and our understanding of the market. We think there will be ample demand for these units. Infrastructure updates, proximity to old town, proximity to transit. Frankly, if we did not believe in this, we would not be making this investment. We believe in this site and redevelopment to this site. We believe the King Soopers will benefit and our future residents will benefit.

John Schiel - Have they considered something other than residential usage for this property?

Response: We have not considered other types of site plans other than residential. The owner had previously looked at other options for the site that ended up not being viable.

Travis Hodge - has there been any consideration to townhome units? perhaps decreasing the number of total units but making up that lost revenue with higher rent townhome units. could reduce the impact on infrastructure while still providing the developer with enough rent/noi to make the ROC feasible

Response: We did think about this at the ground level of the process, but frankly it hasn't gone beyond that. Once the footprint gets to a certain point, we don't believe it's an attainable amount of rent on the monthly basis.

Melissa Brown - Random question and likely more for the city of Arvada, do you know who they are bidding up against for the property? If anyone else?

Response: Melissa, I believe The Morgan Group is the only buyer at this time

Melissa Brown - Will Morgan be investing into areas around this?

Response: This is Morgan's only project in Arvada at this time.

Adams, Charley - Are young professionals really going to pay the market rates to live in an area without any of the things that generally attract young professionals? Not walking distance to large scale public transit, no bars/restaurants within walking distance, open space is limited to sports fields, no major attractions...especially when the rates aren't really a savings over Denver prices.

Response: At build out, the hope is there will be restaurant, etc. to walk to in addition to the existing businesses like Starbucks, McDonalds and King Soopers. There is demand for housing for young professionals throughout the Front Range.

Lisa Smith - What strategies are you doing to try to be more environmentally friendly in your builds? Other Than EV outlets, what else are you doing? Any solar? Etc?

Response: We anticipate using environmentally friendly building materials, appliances and fixtures.

November 13, 2020

Jeremiah Bebo
City of Arvada
8101 Ralston Rd.
Arvada, CO 80002

**RE: MORGAN RALSTON CREEK :: CONDITIONAL USE
APPLICATION NUMBER: PA2020-0150
DEVELOPMENT OVERVIEW LETTER**

Dear Mr. Bebo

We are pleased to be making the initial submittal for a Conditional Use application on behalf of the Owner, Ralston KMGD Denver LLC, and the Applicant, The Morgan Group. The following team of consultants has been assembled to complete this application:

Applicant: The Morgan Group Scott Makee 3001 Brighton Blvd, Suite 445 Denver, Colorado 80216 scottm@morgangroup.com 704-615-0554	Architect: KTYG Nathan Sciarra 820 16th Street, Suite 500 Denver, CO 80202 nsciarra@ktgy.com 303.389.6005
Planner / Landscape Architect: Norris Design Bonnie Niziolek / Brad Haigh 1101 Bannock Street Denver, Colorado 80204 bniziolek@norris-design.com bhaigh@norris-design.com 303.892.1166	Civil Engineer: Kimley-Horn Meaghan Turner 1125 17 th Street, Suite 1400 Denver, CO 80202 Meaghan.turner@kimley-horn.com 303.228.2322

We look forward to working with the City of Arvada through the application and approval processes to realize this exciting addition to the Ralston Fields Urban Renewal Area. Feel free to contact myself directly should you have any comments, questions and / or requests for additional information.

Sincerely,
Norris Design



Bonnie L. Niziolek
Principal

CONTEXT

The proposed mixed-use community is located on the north side of W 58th Avenue, between Ralston Road and Kipling Parkway and includes approximately 8.42 acres. The parcel is made up of Lot 1 of the Kmart McDonalds Subdivision and is currently zoned as Mixed-Use Urban (MX-U). The site includes the vacant Kmart store and associated parking lot and, potentially, the land where the existing Good Times restaurant and associated parking lot are located. With this proposal, the existing McDonald's, Starbucks and King of Glory Lutheran church are planned to remain along W 58th Avenue. In addition to the existing retail along W 58th Avenue, the property is adjacent to existing big box retail to the east (King Soopers), medium density residential to the north and a higher density assisted living community to the west. The proposed community has great access to park amenities, including Apex Field House, Harold D. Lutz Sports Complex and the Ralston-Central Park, and the Arvada Ridge Station, located just 1 mile to the south.

The site is bounded by parcels with similar and compatible comprehensive land use designations and zone districts as noted below:

Comprehensive Plan and Zoning Context

Adjacency	2014 Comprehensive Plan Land Use Designation	Zone District
Site	Mixed-Use	Mixed-Use, Urban (MX-U)
North	Mixed-Use	Mixed-Use, Neighborhood (MX-N) and Medium-High Density Residential (R24)
South	Mixed-Use / Open Space and Parks	Conservation Parks and Open Space (OS) and Mixed-Use, Urban (MX-U)
East	Mixed-Use	Mixed-Use, Urban (MX-U)
West	Mixed-Use / High Density Residential	Mixed-Use, Urban (MX-U) and Medium-High Density Residential (R24)

CONCEPTUAL SITE PLAN

The proposed mixed-use community includes residential and non-residential uses in a vertically mixed-use configuration with an urban character, consistent with the purpose of the Mixed-Use, Urban (MX-U) zone district. The community design is oriented around a gridded urban circulation network with a primary entry from West 58th Avenue terminating into an east-west Main Street road bisecting the site. The proposed Main Street is consistent with the vision of the Triangle Area of the Ralston Fields Urban Renewal Plan and creates connections between the existing uses to the east and west while intersection jogs slow traffic through the proposed mixed-use community. Both the primary entry drive and Main Street feature detached sidewalks and tree lawns with direct access to the multi-family homes and commercial uses to create a pedestrian-friendly urban streetscape. Street sections are reduced to the minimum required by the Fire Department with the addition of on-street parking to encourage reduced vehicular speeds and promote walkability.

In the conceptual site plan that redevelops the Good Times site, one and two-story buildings front W. 58th Avenue and transition to four-story buildings to the north along the primary access street. The portions facing 58th include activated uses – approximately 10,200 square feet of commercial space while approximately 7,000 square feet of private amenity spaces are provided along the western frontage of 58th. The building elevations along these frontages will be designed to further create an active, urban edge and support the mixed-use, pedestrian-oriented character of the Ralston Fields Urban Renewal Plan. The balance of the two front buildings includes artist studios or other boutique commercial space at the ground floor of the eastern building and multi-family homes occupying the remaining building space. The artist studios or boutique spaces, if configured with living areas as well, help fulfill the need for a unit type that has been identified as part of the “Missing Middle Housing” in the Arvada Housing

Assessment and Strategy report. Parking is proposed on both the entry drive and behind the proposed eastern buildings.

The conceptual site plan that works around the existing Good Times footprint and parking includes the same approximate commercial square footage and residential buildings facing 58th Avenue along the eastern frontage and continuing north along the primary access street. The existing Good Times restaurant remains on the west side with access off both the proposed primary access road and the existing access drive to the west. Just north of Good Times is an approximately 7,000 square foot amenity/leasing building for the multi-family residents and pool deck.

The balance of the site includes a five-story multi-family building with ground floor units and stoops fronting the north side of the east-west Main Street, activating the street level. In addition to on-street parallel parking along Main Street, the majority of parking is provided in a two-story parking garage located behind the multi-family building hidden from public view. The proposed buildings range in height from 20' to 65' which is compatible with the existing 6-story multi-family building to the west and within the allowed 65' maximum height. This rear building will also feature an amenity space on the 5th floor.

The site plans include an Urban Park, approximately 9,300 square feet in size, proposed at the western end of the Main Street, north of the existing Starbucks. Consistent with the Land Development Code, the proposed urban park provides a place for social interactions and leisure opportunities and creates focal points and activity nodes within the urban fabric of the area. The balance of the required Urban Park area will be a combination of urban sidewalks and plazas as shown in the conceptual landscape plan to incorporate the park and pedestrian experience across the site. The proposed park creates an extension to the private pool amenities while providing outdoor space for patrons of the adjacent Starbucks. Specific design features will be determined as the site plan is further refined. Additional site amenities include a pool deck and open space with seating and plaza space to comply with zoning requirements. Additional public land dedication requirements are noted below:

School and Public Land Dedication

Type	Required	Anticipated to Provided
Park Land	= 328 units * 1.87 ppl/unit = 614 people 614*10 ac / 1,000 people = 6.14 ac	Cash-in-lieu
School Land	= 328 units * 1.87 ppl/unit = 614 people 614*4 ac / 1,000 people = 2.45 ac	Cash-in-lieu

**Above numbers assume the 328-unit plan that redevelops the Good Times site; land dedication numbers will vary based on final Site Plan.*

The conceptual site plan that redevelops Good Times, proposes a total of 328 units, including approximately 16 (5%) of units at 80% AMI, are proposed ranging from studio to 2- bedroom units, creating a density of approximately 38 du/ac. The units at 80% AMI in contribute to the City's need for more attainable housing as outlined in the Arvada Housing Assessment and Strategy report. The Mixed-Use, Urban zone district does not have a maximum allowed density and the proposed density is consistent with the minimum density of 12 du/ac stated in the Comprehensive Plan. The number of required parking spaces and proposed number of parking spaces will be determined at time of Site Plan based on unit mix and commercial area however the City's parking ratios have been used in developing the conceptual site plan. 560 parking spaces are currently being proposed in both options. The parking program includes a mix of surface parking spaces, garages spaces, and tuck under garages. Carports on the upper level of the parking garage are also proposed to provide additional covered parking spaces. The proposed redevelopment plan intends to utilize the Shared Parking Reduction (Table 4-5-2-4A) in the Land Development Code; the mix of residential and retail/commercial and potentially restaurant uses make it feasible to share parking and reduce the overall amount of parking spaces required.

The proposed site plan meets the setbacks as noted below:

Required / Provided Setbacks

Type	Required Dimension
Front Setback	10'
Interior Side Setback	10'
Rear Setback	0'
Frontage Zone	35% between 10' and 20'

Please note all site plans, site data and images provided in the Conditional Use plan set are conceptual and will be finalized at time of site plan review.

GRADING, DRAINAGE AND UTILITIES

Existing utility infrastructure are in place surrounding the site. Water mains are located in the adjacent rights-of-way and easements with a 12" PVC main in W. 58th Avenue and 8" PVC mains located in the existing easements along the western and northern property lines. There are existing 8" sanitary sewer mains located in W. 58th Avenue and on the northern property line within an existing easement. Storm sewer infrastructure exists along the western and eastern property boundaries.

In support of the site's use change, water main and sanitary sewer extensions are anticipated within the site to provide required fire hydrant coverage and sanitary services for the proposed structures. Water quality and stormwater detention will also be provided that will treat the developed storm runoff prior to discharging to the existing storm sewer system and will ultimately outfall to the Van Bibber Creek. A drainage and utility letter has been provided with this initial submittal to provide additional information on how the project development and proposed use will be supported.

CONDITIONAL USE APPROVAL CRITERIA

Multi-family is a Conditional Use under the Mixed-Use, Urban zone district. The Land Development Code requires that any Conditional Use shall be reviewed for compliance with the criteria below. At time of formal submittal for the Conditional Use, a comprehensive summary will be provided showing compliance with the Conditional Use approval criteria. General conformance is described below for consideration in this initial pre-application review.

1. The application complies with the applicable standards of this LDC, other adopted City ordinances, resolutions and regulations including but not limited to any use-specific standards for the proposed conditional use in Division 3-1-3, any approved Master Development Plan that includes the property, and any conditions specifically applied to development of the property by the Planning Commission or City Council in a prior decision affecting the property;
The multi-family use has been designed to comply with all applicable standards, resolutions, regulations, plans, and conditions. The LDC does not set forth any use-specific standards for the multi-family use.
2. The application is consistent with the Arvada Comprehensive Plan;
The multi-family use is consistent with the Arvada Comprehensive Plan, which designates the proposed site and much of its surrounding context as Mixed-Use. Per the Plan, the Mixed-Use category is intended to promote a wide range of land uses, including retail, office, light-industrial, live-work and medium and higher density residential. The Plan goes on to describe a minimum density of 12 du/ac when residential is proposed to provide greater housing diversity and support transit. It notes locations near arterial streets with a design framework that focuses on integrated, pedestrian-friendly designs. The proposed plan is consistent with the minimum density of 12 du/ac

and provides additional diverse housing options for the overall Mixed-Use area while creating a transition between existing retail and residential uses. It provides additional retail opportunities along the existing arterial streets and creates the initial framework for an integrated, pedestrian-friendly neighborhood.

3. The use is consistent with the purpose and intent of the zoning district in which it is located;
The purpose of the Mixed-Use, Urban zone district is to provide for a variety of residential and nonresidential uses, in vertically mixed-use, horizontally mixed-use or single-use configurations with an urban character. While the zone district is intended to include a variety of uses, the MX-U zoning between 58th, Ralston Road and Kipling Parkway includes limited residential uses today – medium density multi-family homes to the north and senior housing to the west. The proposed mixed-use community provides additional residents to the currently underutilized land and obsolete vacated Kmart building, further activating the retail uses in the immediate area while providing commercial spaces along the arterial frontage of 58th Avenue. The proposed plan enhances both the mix of uses and how the uses are mixed – it adds a new options for residents (podium parked stacked flats and potential artist studios) as well as a vertically mixed-use building to the existing horizontal mix of uses.
4. The size, scale, height, density, multi-modal traffic impacts, hours of operation and other similar characteristics of the proposed use are comparable with existing and planned uses in the surrounding area;
The characteristics of the proposed uses are comparable with the existing uses in the surrounding area, including the 6-story multi-family development to the west, the multi-family development to the north, and the commercial uses to the east of the property.

The characteristics of the proposed uses are also comparable with the planned uses in the surrounding area, as reflected in the Ralston Fields Urban Renewal Plan, which was initiated to provide an overall planning and implementation guide for three adjacent areas near 58th and Kipling, including the Triangle area between 58th Avenue, Ralston Road and Kipling Parkway, including the redevelopment parcel. The Ralston Fields Urban Renewal Plan states that the Triangle “needs to be made more attractive to existing and new residents, and enlivened by the addition of mixed uses, including residential development.” The proposed plan complies with the following principles of the Development Plan set forth in the Ralston Fields Urban Renewal Plan:

- ***Create an attractive, pedestrian-oriented village center at the Triangle***
- ***Conversion of some commercial land to higher density residential to create a more viable setting for retail enterprise***
- ***Incorporate existing shops, stores and restaurants into the retail pattern***
- ***Mix housing and retail uses in Triangle area to activate the area***
- ***Include mixed income and affordable housing***

Additional descriptions of land use within the Ralston Fields Urban Renewal Plan note the long-term future land use is proposed as multi-family residential at the north end of the Triangle, building on the existing residential in the area. It notes the existing retail uses may stay in place for the short term but would change to residential to support commercial in the rest of the Triangle.

5. Facilities and services including sewer, water, storm water, gas, electricity, police and fire protection, and roads and transportation will, prior to or as part of the development, be available to serve the subject property while maintaining adequate levels of service for existing development; and
Availability and adequate levels of services will be studied during the review process to ensure compliance prior to hearings. In addition to the services listed above, the Arvada Housing Assessment and Strategy report identifies the need for Live/Work unit types that has been identified

as part of the “Missing Middle Housing”. The proposed artist studios, boutique commercial space and 5% of units at 80% AMI help fulfill the needs identified in the housing report.

6. The application mitigates any adverse impacts on the surrounding area to the degree practicable. ***The applicant team is in conversation with adjacent commercial landowners to discuss the proposed plan and potential impacts to the surrounding area. Connection points on all sides of the site have been created to promote pedestrian access, while maintaining (traffic calming) vehicular access to surrounding uses. The redevelopment of this parcel will provide new residents to Arvada to help support the surrounding commercial uses and utilize the nearby Arvada Ridge Station while revitalizing the property from its current existing vacant building and associated uses.***

RECORDED IN
JAMES P. KENNELLY
COUNTY CLERK, ARIZONA
Dec 8 4 19 PM '92

UNITED STATES OF AMERICA
STATE OF ARIZONA
FILED IN MY OFFICE ON

DECLARATION OF RESTRICTIONS AND EASEMENTS

WHEREAS, The Arvada Development Co., Inc., a Kansas Corporation (hereinafter referred to as "Development Company") is presently the Lessee of the tract of land described in Exhibit A attached hereto, which tract is hereinafter referred to as "Tract A", and

WHEREAS, said Development Company is the owner of the two tracts of land described in Exhibits B and C attached hereto, which tracts are hereinafter referred to as "Tract B" and "Tract C", respectively, and

WHEREAS, Lloyd J. King (hereinafter referred to as "King") the present owner of the tract of land described in Exhibit D attached hereto, which tract is hereinafter referred to as "Tract D", and

WHEREAS, the parties hereto are desirous of declaring and granting certain easements, conditions and restrictions on the use of the above described tracts (collectively referred to as the "Shopping Center") so that such tracts may be developed as a single Shopping Center.

NOW, THEREFORE, in consideration of the sum of ten dollars (\$10.00) in hand paid by each of the parties hereto to the other and the mutual covenants and agreements hereinafter set forth, the parties hereto, their heirs, successors or assigns, hereby declare and grant the following easements, conditions and restrictions on the use of the herein described parcels which shall be binding upon all present or subsequent owners and/or land lessees of any or all of said tracts and shall run with the land for a term of fifty (50) years from said date of recording of this instrument.

A. King hereby grants unto Development Company an easement to enter upon and to pave at Development Company's expense Tract D in accordance with the same specifications and construction used on Development Company's Tracts A, B and C.

B. The parties hereto agree that no top soil or earth fill shall be placed on or removed from the hereindescribed tracts without the written approval of each other, and agree that all of the above tracts will have a common grade.

C. All utility lines except those along the North boundary of the hereindescribed tracts shall be under ground.

D. All work provided for herein shall be performed in a careful manner. Development Company agrees to indemnify King and to save him harmless from all actions, claims, demands, costs, damages, penalties or expense of any kind which may be brought or made against said King, by reason of any work performed pursuant to this agreement.

E - Development Company shall construct or cause to be constructed on all of the above tracts parking areas (to the extent that three (3) square feet of parking area shall be provided for each one (1) square foot of gross building area), parking lot facilities, driveways, walkways, perimeter roads, landscaping and other facilities reasonably necessary in connection with the operation of a high quality retail shopping center. It is hereby agreed that all parking lots, access roads and driveways shall consist of six (6) inch compacted stone base with a cover of two (2) inch asphalt concrete. All parking areas shall be lined for angular parking of either 60 degrees or 75 degrees. If a 60 degree angle is used, the center lines of each parking row shall be not less than 56 feet apart. If a 75 degree parking angle is used, the center line of each parking row shall be not less than 61 feet apart. Lighting in the parking lots and on access roads and driveways shall consist of mercury vapor lamps on round tapered tube type standards at not less than 200 feet intervals and shall be sufficient to provide at least three-fourths foot candles of light at any point in the parking area and on the access roads and driveways.

F. King and Development Company agree not to physically partition or divide any of the above tracts and agree to permit use in common of all of said tracts for pedestrian and vehicular ingress and egress to any building situated on either parcel, use in common of all parking areas, driveways, walks, roadways, highways and streets which may be constructed and maintained on either parcel except during such periods as the same shall be closed for necessary repairs and maintenance.

G. The parties hereto declare that all parking areas constructed and maintained on all of said tracts shall be used in common for the purposes of automobile and other ground vehicle parking, except during such periods as the same shall be closed for necessary repair and maintenance, and the parties declare that the full license, rights and easements granted by virtue of the provisions of the above paragraphs hereof, may also be used and enjoyed by such employees, agents, patrons, invitees, and visitors and by the occupants of the tracts of real estate herein described.

H. The parties hereto declare that the common areas of any or all tracts (parking areas, driveways, walks, roadways, highways and streets described in paragraph E) shall, at the expense and cost of the Development Company, (a) be suitably and adequately lighted, and (b) be maintained in good operating condition and repair. The phrase "good operating condition and repair" shall include, but not be limited to, the repair and replacement of any surface paving whenever necessary and the maintenance of the said common areas properly drained and free of ice, water, snow and rubbish and in a clean and sanitary condition. Development Company shall indemnify and save harmless said King and all tenants and occupants of such real property against and from all claims for injury or death to persons or damage to or loss of property arising out of the use,

operation and maintenance of the buildings, structures, parking areas, driveways, sidewalks, pedestrian malls and landscaped areas within the respective portion or portions of the Shopping Center unless such damage or injury shall have been due to the negligence of such tenant or occupant. For the purpose of protecting other owners, tenants and occupants, Development Company shall, during the term of this agreement, maintain, or cause to be maintained, in full force and effect, with good and solvent insurance companies authorized to do business in the State of Colorado, a policy or policies of Public Liability Insurance with limits of \$100,000./\$300,000.00 for Bodily Injury and Property Damage Insurance with a limit of not less than \$50,000.00. Said insurance shall be carried by Development Company on all tracts herein described whether owned by Development Company or King and shall show King as co-insured on the tracts owned by said King.

I. The Development Company shall perform the necessary site preparation and commence the construction on part or all of the portions of said parcels as designated on Exhibit One hereto. Such work shall be prosecuted to completion with diligence, and shall be completed within three (3) years from the date of the complete execution and delivery of this agreement; provided, however, that the commencement, continuance or completion of such work may be postponed or delayed when suitable labor and materials are not available from customary sources and sufficient quantities to permit the orderly and continuous performance of such construction work to completion, and during any periods in which the performance of such construction work is impracticable in the Development Company's judgment, reasonably exercised by reason of governmental restrictions, strikes, labor disputes, acts of God and other causes beyond the Development Company's control. It is hereby agreed that no building or other structure shall during the term of this agreement be erected on any portion of any of said tracts south of that area designated as "Building Setback Zone" on Exhibit One hereto except as otherwise shown on said exhibit and except as shown by said canopy and sidewalk outline. The portions of the Shopping Center on which the parking areas, driveways, walkways, perimeter roads, access roads, landscaping and other facilities described in Section E hereof as from time to time located (whether within or without Building Setback Zones as shown on Exhibit One hereto) are herein called "Common Areas". It is hereby agreed by both King and Development Company that a 30 foot easement is granted for use by delivery vehicles along a north boundary line of all tracts as shown on said Exhibit One.

J. In the event that Development Company shall be in default of its obligations and duties with respect to the construction of the parking areas, roadways, and walks specified in paragraph E hereof, or with respect to the lighting, maintenance and other matters, specified in paragraph E hereof, King, his agents, employees and contractors may enter upon the land of the Development Company and perform said acts required to be done by the Development Company. All costs and expenses incurred by King in curing such defaults and any amounts due hereunder shall

bear interest at the rate of seven (7%) per cent per annum and shall become a lien upon the land of the Development Company. King hereby agrees to notify Development Company's first mortgagee of any such default, and shall give said first mortgagee thirty (30) days from receipt of such written notice of such default to cure such default, before King exercises any remedies available to him under this paragraph, provided, however, that King is informed in writing of the name and address of such first mortgagee; and further provided that notice to said first mortgagee need not be given in case of an emergency. Emergency, for the purposes of this paragraph shall be defined as any event or events which will threaten any immediate loss of life or property and shall include, but not be limited to, loss of electrical power in the Common Areas.

K. No charge shall be made for the full licenses, rights and easements granted by this agreement.

L. The terms of this agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns, and the respective tenants, subtenants, invitees, licensee and occupants of all of said tracts. The seller of any parcel or assignor of the leasehold estate herein described, as the case may be, (except in the instance of an assignment for security purposes) shall automatically, upon delivery of the transferring document, be released and relieved from any and all liability and obligation under this agreement in respect to such parcel or portion thereof sold or assigned, provided that the purchaser or assignee, as the case may be, shall automatically be responsible for the performance of the liabilities and obligations in this agreement contained.

M. In the event that any provision in this instrument shall be held to be invalid for any reason whatsoever, the remainder of this instrument shall continue in full force and effect.

N. All notices, approvals, consents or requests given or made pursuant to this agreement shall be given or made by certified mail with postage prepaid or by telegram with charges prepaid. So long as King is the owner of a portion of the Shopping Center, notices to King shall be addressed to Lloyd J. King at 1400 West Third Avenue, Denver, Colorado 80217. So long as the Development Company is an owner of a portion of the Shopping Center, notices to the Development Company shall be addressed to Development Company at 7 North Meridian Street - Suite #600 - Indianapolis, Indiana 46204. Any party hereto may change the address to which such notices are to be sent by notice to the other parties hereto.

O. The parties hereby agree that they will not modify or cancel this agreement without the consent of any first mortgagee of any of the real estate herein described. Any modification or cancellation without such consent shall be null and void.

P Notwithstanding any provision herein to the contrary, King, his successors and assigns, shall have the exclusive right to construct improvements upon and otherwise develop and use the North 285 feet of Tract D for any lawful purpose whatsoever.

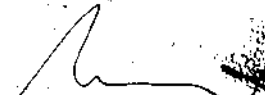
Notices to successors or assigns of any party hereto shall be addressed to such successor or assigns as they may notify the other parties hereto.

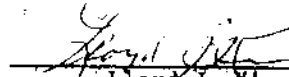
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed under seal in several counterparts, each of which shall be deemed an original, as of the 8th day of December, 1966.

THE ARVADA DEVELOPMENT CO., INC.
a Kansas corporation

ATTEST:


Secretary


President


Lloyd J. King

STATE OF INDIANA)
COUNTY OF MARION) ss.

The foregoing instrument was acknowledged before me this 8th day of December, 1966, by Melvin Simon as President and Herbert Simon as Secretary of THE ARVADA DEVELOPMENT CO., INC., a Kansas corporation.

WITNESS my hand and official seal.

My commission expires: 10/11/68


Notary Public

STATE OF COLORADO)
CITY AND) ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me
this 8th day of December, 1966, by LLOYD J KING

WITNESS my hand and official seal

My commission expires: March 21, 1970



Geraldine F. Bennett
Notary Public

CONSENT OF FEE OWNER

The undersigned being the sole owners of Tract A described in the foregoing agreement by and between Lloyd J. King and The Arvada Development Co., Inc., which agreement is entitled as "Declaration of Restrictions and Easements", for \$10.00 and other good and valuable consideration hereby approve, consent and agree to be bound by the terms and conditions therein contained, regardless of whether the lease of Tract A between the undersigned and The Arvada Development Co., Inc., survives the term of said agreement.

IN WITNESS WHEREOF, we have caused this consent to be executed this 8th day of December, 1966.

Dwight Nelson
DWIGHT NELSON

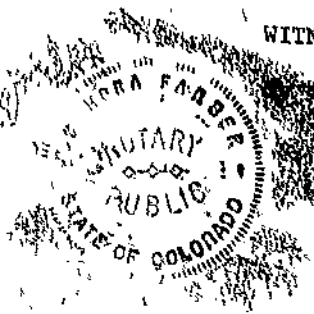
Richard Nelson
RICHARD NELSON

STATE OF COLORADO)
CITY AND) ss
COUNTY OF DENVER)

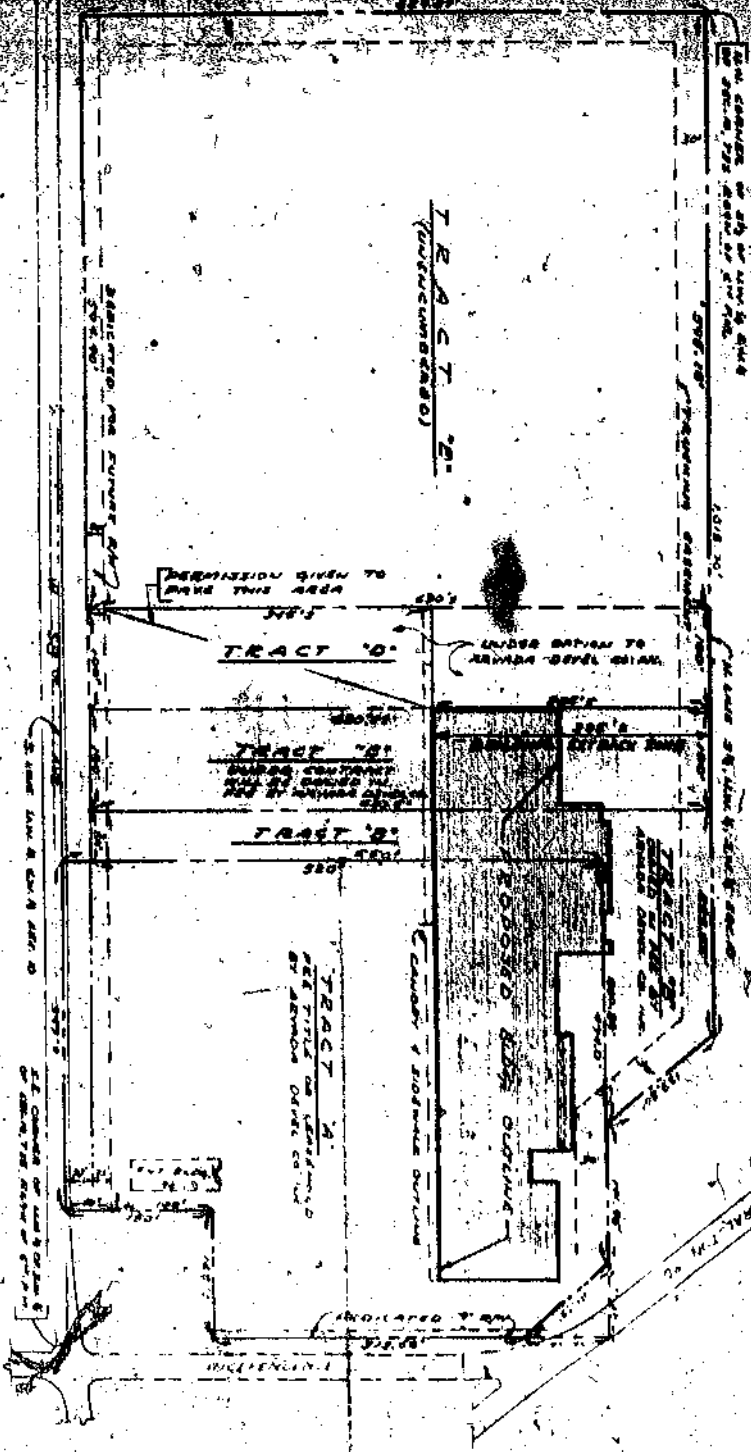
The foregoing instrument was acknowledged before me
this 8th day of December, 1966, by DWIGHT NELSON and RICHARD NELSON

WITNESS my hand and official seal

My commission expires Sept 22, 1968



Sandra Farber
Notary Public



PLOT PLAN
TRACT 1-3-10

EXHIBIT ONE
APPROVED BY:
Lloyd J. Ross
NORTH DEVELOPMENT COMPANY

EXHIBIT A

(TRACT A)

Part of the Northwest one-quarter of the Southwest one-quarter of Section 10, Township 3 South, Range 69 West of the 6th Principal Meridian, described as follows:

Beginning at a point 150 feet North of the Southeast corner of the Northwest one-quarter of the Southwest one-quarter of said Section 10, thence North 200 feet; thence West 474 feet; thence South 550 feet; thence East 349 feet; thence North 150 feet; thence East 125 feet; more or less, to the point of beginning; EXCEPT the East 9.0 feet and also EXCEPT the South 50.0 feet of the above described property, as conveyed to The City of Arvada by deed recorded in Book 1763 at page 723, Jefferson County records, County of Jefferson, State of Colorado.

EXHIBIT B

(TRACT B)

Part of the South one-half of the Northwest one-quarter of the Southwest one-quarter of Section 10, Township 3 South, Range 69 West of the 6th Principal Meridian, described as follows:

Beginning at a point on the North line of the South one-half of the Northwest one-quarter of the Southwest one-quarter of said Section 10, said point 108.70 feet East of the Northwest corner of the South one-half of the Northwest one-quarter of the Southwest one-quarter of said Section 10, thence North along said North line 223.55 feet; thence South 630.5 feet, more or less, to a point 30 feet North of the South line of the Northwest one-quarter of the Southwest one-quarter of said Section 10; thence East and parallel to said South line, 50 feet, more or less, to a point on the Westerly line of a tract recorded in deed recorded in Book 160 at page 207, Jefferson County records; thence Northerly along said Westerly line, 520 feet to the Northwest corner of said tract; thence East 260.29 feet; thence Northwesterly to the point of beginning; EXCEPT the South 20.0 feet of the above described property, as conveyed to The City of Arvada by deed recorded in Book 1763 at page 724, Jefferson County records, County of Jefferson State of Colorado.

EXHIBIT A

(TRACT A)

of the Northwest one-quarter of the Southwest one-quarter of Section 10, Township 3 South, Range 69 West of the 6th Principal Meridian, described as follows:

Beginning at a point 150 feet North of the Southeast corner of the Northwest one-quarter of the Southwest one-quarter of said Section 10, thence North 15.0 feet; thence West 474 feet; thence South 550 feet; thence East 349 feet; thence North 150 feet; thence East 125 feet; more or less, to the point of beginning; EXCEPT the East 9.0 feet and also EXCEPT the South 50.0 feet of the above described property, as conveyed to The City of Arvada by deed recorded in Book 1763 at page 723, Jefferson County records, County of Jefferson, State of Colorado.

EXHIBIT B

(TRACT B)

of the South one-half of the Northwest one-quarter of the Southwest one-quarter of Section 10, Township 3 South, Range 69 West of the 6th Principal Meridian, described as follows:

Beginning at a point on the line of the South one-half of the Northwest one-quarter of the Southwest one-quarter of said Section 10, said point 150 feet East of the Northwest corner of the South one-half of the Northwest one-quarter of the Southwest one-quarter of said Section 10, thence North 150 feet; thence East 250 feet; thence South 330.5 feet, more or less, to the Northwest corner of the Northwest one-quarter of the Southwest one-quarter of said Section 10, thence East and parallel to said line, 30 feet; more or less, to a point on the Westerly line of a tract of land recorded in Book 100 at page 207, Jefferson County records; thence along said Westerly line, 120 feet to the Northwest corner of said tract; thence East 240.29 feet; thence Northwest to the point of beginning; EXCEPT the South 20.0 feet of the above described property, as conveyed to The City of Arvada by deed recorded in Book 1763 at page 724, Jefferson County records, County of Jefferson, State of Colorado.

EXHIBIT C

(TRACT C)

Beginning at a point on the North line of the South one-half of the Northwest one-quarter of the Southwest one-quarter of Section 10, Township 3 South, Range 69 West of the 6th Principal Meridian, said point being 695.15 feet East of the Northwest corner of the South one-half of the Northwest one-quarter of the Southwest one-quarter of said Section 10; thence Easterly and along the North line of the South one-half of the Northwest one-quarter of the Southwest one-quarter of said Section 10 a distance of 100.00 feet to a point; thence Southerly and parallel to the West line of the South one-half of the Northwest one-quarter of the Southwest one-quarter of said Section 10 a distance of 630.50 feet, more or less, to a point 30.00 feet North of the South line of the South one-half of the Northwest one-quarter of the Southwest one-quarter of said Section 10; thence Westerly and parallel to the South line of the South one-half of the Northwest one-quarter of the Southwest one-quarter of said Section 10 a distance of 100.00 feet to a point; thence Northerly and parallel to the West line of the South one-half of the Northwest one-quarter of the Southwest one-quarter of said Section 10 a distance of 630 feet, more or less, to the point of beginning; EXCEPT the South 20.0 feet of the above described property; as conveyed to The City of Arvada by deed recorded in Book 1763 at page 724, Jefferson County records, County of Jefferson State of Colorado.

Containing in all 1.4 acres, more or less.

EXHIBIT D

(TRACT D)

Beginning at a point on the North line of the South one-half of the Northwest one-quarter of the Southwest one-quarter of Section 10, Township 3 South, Range 69 West of the 6th Principal Meridian, said point being 595.15 feet East of the Northwest corner of the South one-half of the Northwest one-quarter of the Southwest one-quarter of said Section 10; thence Easterly and along the North line of the South one-half of the Northwest one-quarter of the Southwest one-quarter of said Section 10 a distance of 100.00 feet to a point; thence Southerly and parallel to the West line of the South one-half of the Northwest one-quarter of the Southwest one-quarter of said Section 10 a distance of 630 feet, more or less, to a point 30.00 feet North of the South line of the South one-half of the Northwest one-quarter of the Southwest one-quarter of said Section 10; thence Westerly and parallel to the South line of the South one-half of the Northwest one-quarter of the Southwest one-quarter of said Section 10 a distance of 100.00 feet to a point; thence Northerly and parallel to the West line of the South one-half of the Northwest one-quarter of the Southwest one-quarter of said Section 10 a distance of 630 feet, more or less, to the point of beginning; EXCEPT the South 20.0 feet of the above described property; as conveyed to The City of Arvada by deed recorded in Book 1763 at page 724, Jefferson County records, County of Jefferson State of Colorado.

Containing in all 1.4 acres, more or less.

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Containing in all 1.4 acres, more or less.

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(TRACT D)

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Containing in all 1.4 acres, more or less.

CONDITIONAL USE FOR MORGAN RALSTON CREEK

LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10,
TOWNSHIP 3 SOUTH RANGE 69 WEST OF THE 6TH P.M.
CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO

LEGAL DESCRIPTION

PARCEL 1:
LOT 1, K-MART - MCDONALDS SUBDIVISION,
COUNTY OF JEFFERSON, STATE OF COLORADO.

PARCEL 2:
NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AND PARKING AS SET FORTH IN
MODIFICATION AND RESTATEMENT OF DECLARATION OF EASEMENT RECORDED JUNE 28, 1982 AT
RECEPTION NO. 82044093 AND MODIFICATION OF DECLARATION OF EASEMENT RECORDED MARCH
9, 1995 AT RECEPTION NO. F0026161.

PROJECT CONTACTS

OWNER:
RALSTON KMGD DENVER LLC.
C/O WLA INVESTMENTS, INC.
1301 DOVE ST. 1080
NEWPORT BEACH, CA 92660
PHONE: 949 - 851-2020
CONTACT: JON SCHISLER & DAN VITTONI

DEVELOPER/APPLICANT:
THE MORGAN GROUP
3001 BRIGHTON BLVD, SUITE 445
DENVER, COLORADO 80216
PHONE: 704-615-0054
CONTACT: SCOTT MAKEE

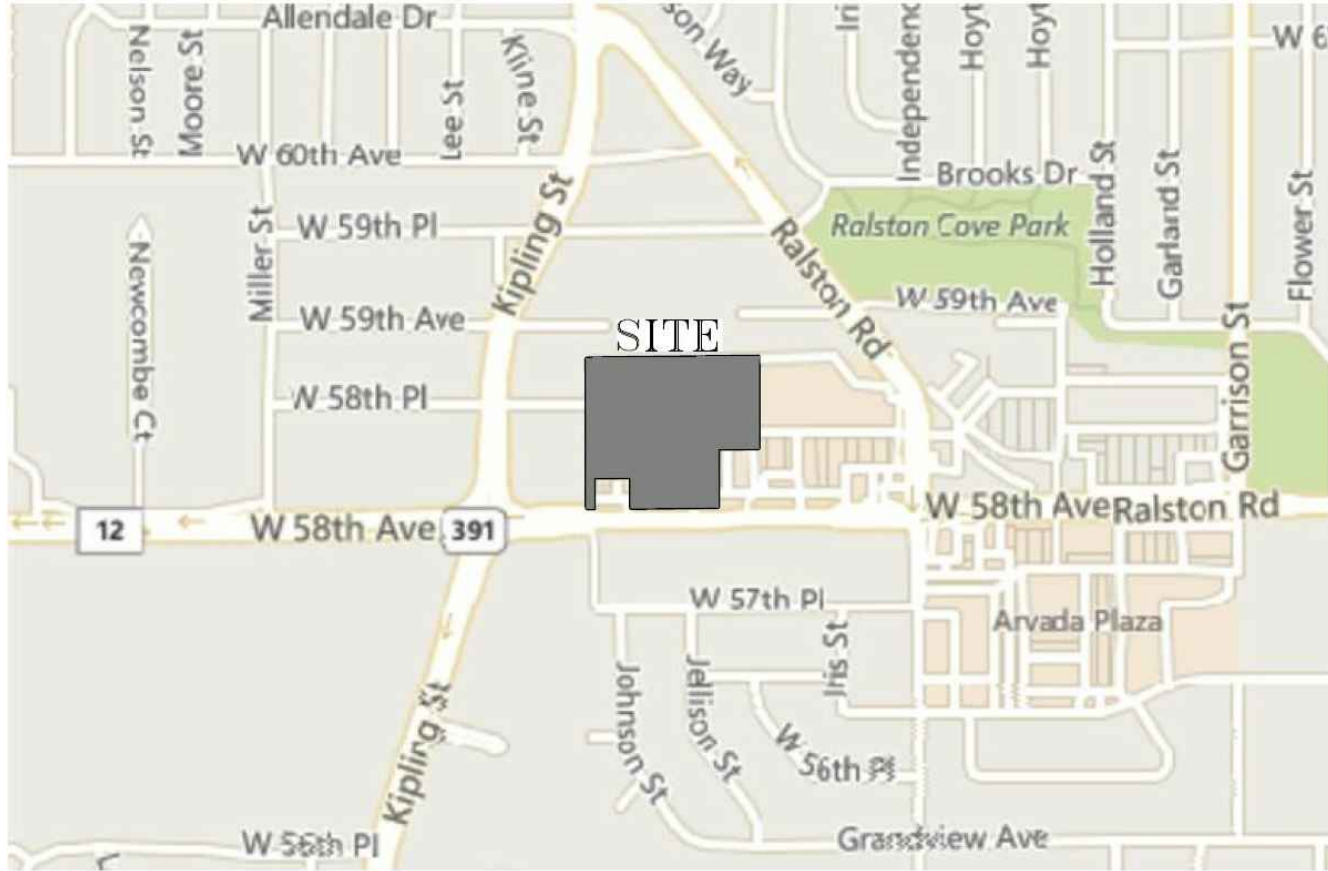
PLANNER:
NORRIS DESIGN
1101 BANNOCK STREET
DENVER, COLORADO 80204
PHONE: 303-892-1166
CONTACT: BONNIE NIZIOLEK

ARCHITECT:
KTGY
820 16TH STREET, SUITE 500
DENVER, COLORADO 80202
PHONE: 303-389-6005
CONTACT: NATHAN SCIARRA

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES
1125 17TH STREET, SUITE 1400
DENVER, COLORADO 80202
PHONE: 303-228-2300
CONTACT: MEAGHAN TURNER

LANDSCAPE ARCHITECT:
NORRIS DESIGN
1101 BANNOCK STREET
DENVER, COLORADO 80204
PHONE: 303-892-1166
CONTACT: BRAD HAIGH

VICINITY MAP



NOTE: ALL SITE PLANS, SITE DATA AND IMAGES
PROVIDED IN THIS PLAN SET ARE CONCEPTUAL AND
WILL BE FINALIZED AT TIME OF SITE PLAN REVIEW.

INTENT

DUE TO AN EXISTING LEASE, IT IS UNCERTAIN AT THIS TIME IF THE PORTION OF THE SITE THAT IS
OCCUPIED BY GOOD TIMES WILL REMAIN IN OPERATION OR BECOME PART OF THE PROPOSED
REDEVELOPMENT. TWO OPTIONS HAVE BEEN PROVIDED TO RESPOND TO BOTH SCENARIOS.
OPTION 1 ASSUMES GOOD TIMES WILL BE REDEVELOPED. OPTION 2 ASSUMES GOOD TIMES WILL
REMAIN FOR THE TIME BEING. IN EITHER SCENARIO, IT IS DESIRED TO INCLUDE THIS PORTION OF
THE SITE WITH THE CONDITIONAL USE APPROVAL FOR MASTER PLANNING PURPOSES.

SHEET INDEX

1	COVER SHEET
2	CONCEPTUAL SITE PLAN - OPTION 1
3	CONCEPTUAL AERIAL VIEW A - OPTION 1
4	CONCEPTUAL AERIAL VIEW B - OPTION 1
5	CONCEPTUAL GROUND LEVEL PERSPECTIVE - OPTION 1
6	CONCEPTUAL LANDSCAPE ILLUSTRATIVE - OPTION 1
7	CONCEPTUAL SITE PLAN - OPTION 2
8	CONCEPTUAL AERIAL VIEW A - OPTION 2
9	CONCEPTUAL AERIAL VIEW B - OPTION 2
10	CONCEPTUAL GROUND LEVEL PERSPECTIVE - OPTION 2

ZONING TABLE

ZONING TABLE			
SITE ZONING:	Mixed-Use Urban (MX-U)		
SITE AREA:	8.42 AC.		
COMMERCIAL AREA**:	MIN. 10,200 SF.		
NUMBER OF UNITS**:	328 (300')		
AFFORDABLE UNITS	5% at 80% AMI		
	REQUIRED	PROPOSED OPTION 1 (INCLUDING GOOD TIMES)**	PROPOSED OPTION 2 (EXCLUDING GOOD TIMES)**
UNIT TYPE:			
	STUDIO	NA	50 (15.2 %)
	1-BEDROOM	NA	187 (57%)
	2-BEDROOM	NA	91 (27.7 %)
	10% OF NET PARCEL AREA OPTION 1: 0.84 AC or 36,677 SF OPTION 2: 0.80 AC or 34,847 SF	50,496 SF (13.7%)	45,182 SF (12.9%)
SMALL URBAN PARK **	15%	MIN. 15%	MIN. 15%
LANDSCAPE AREA **	MAX. 65'	MAX. 65'	MAX. 65'
SETBACKS**:			
	FRONT/REAR/SIDES	10' / 0' / 10'	10' / 0' / 10'
FRONTAGE ZONE** (MIN. % FRONT FAÇADE IN ZONE):	35%	MIN. 35%	MIN. 35%
PARKING**:			
	STANDARD	BASED ON FINAL UNIT MIX***	560 (1.71 SPACE/UNIT)
	TANDEM	50% MAX. / PER UNIT	16 (3%)
	% COVERED (GARAGES AND CARPORTS)	50%	MIN. 50%

* WHERE THE TWO SITE PLAN OPTIONS DIFFER, NUMBERS PROVIDED IN PARENT HESES REFLECT OPTION 2.

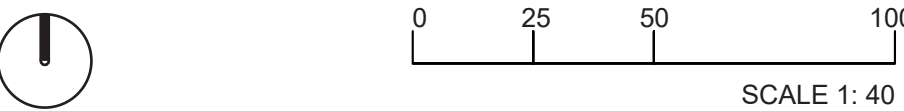
** DUE TO THE CONCEPTUAL NATURE OF THIS SITE PLAN, THE ABOVE ITEMS AND FINAL DESIGN WILL BE FINALIZED AT TIME OF SITE PLAN REVIEW.

*** THE FOLLOWING PARKING RATIOS WILL BE USED IN DETERMINING REQUIRED NUMBER OF PARKING AT TIME OF SITE PLAN: 1.4 SPACES / STUDIO,
1.6 SPACES / 1 BEDROOM, 2.1 SPACES / 2-BEDROOM, 4 SPACES / 1,000 GFA OF RETAIL TYPE 1, AND 5 SPACES / 1,000 GFA OF RESTAURANT. IN
ADDITION, PER THE SHARED PARKING REDUCTION TABLE (TABLE 4-5-2-4A) IN THE LAND DEVELOPMENT CODE; THE MIX OF RESIDENTIAL AND
RETAIL/COMMERCIAL AND POTENTIALLY RESTAURANT USES MAKE IT FEASIBLE TO SHARE PARKING AND REDUCE THE OVERALL AMOUNT OF
PARKING SPACES REQUIRED. PER SECTION 4-5-2-5 (D)(5), THE NUMBER OF OFF-STREET PARKING SPACES MAY BE FURTHER REDUCED AS A RATIO
OF ONE MOTOR VEHICLE PARKING SPACE FOR EACH TWO ADDITIONAL SECURED BICYCLE PARKING SPACES ABOVE THE MINIMUM PARKING
REQUIREMENTS, UP TO A MAX. OF 5% OF THE REQUIRED OFF-STREET PARKING SPACES. PARKING REDUCTION SHALL BE DETERMINED AT TIME OF
SITE PLAN.



Building Summary - Option 1		
	No. Units	Mix
Studio	50	15.2%
1 bed	187	57.0%
2 bed	91	27.7%
Total Units	328	
Retail	10200	SF
Total parking spaces provided		560 1.71 space/unit

OPTION 1 - GROUND LEVEL



MORGAN RALSTON CREEK
CONDITIONAL USE
58TH AVENUE & KIPLING STREET
ARVADA, CO

OWNER:
RALSTON KMGDT DENVER LLC
1301 DOVE STREET
SUITE 1080
NEWPORT, CA 80002



NOT FOR
CONSTRUCTION

DATE:
11/13/20 SUBMITTAL
12/23/20 SUBMITTAL
01/15/2021 - PC

SHEET TITLE:
CONCEPTUAL
SITE PLAN - OPTION 1



CHECKED BY: BR
DRAWN BY: XX

OPTION 1 - AERIAL VIEW - A

MORGAN RALSTON CREEK
CONDITIONAL USE
58TH AVENUE & KIPLING STREET
ARVADA, CO

OWNER:
RALSTON KMGD DENVER LLC.
1301 DOVE STREET
SUITE 1080
NEWPORT, CA 80002



NOT FOR
CONSTRUCTION

DATE:
11/13/20 SUBMITTAL
12/23/20 SUBMITTAL
01/15/2021 - PC

SHEET TITLE:
CONCEPTUAL
AERIAL VIEW A - OPTION 1



MORGAN RALSTON CREEK

CONDITIONAL USE
58TH AVENUE & KIPLING STREET
ARVADA, CO

OWNER:
RALSTON KMGD DENVER LLC.
1301 DOVE STREET
SUITE 1080
NEWPORT, CA 80002



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CONSTRUCTION

DATE:
11/13/20 SUBMITTAL
12/23/20 SUBMITTAL
01/15/2021 - PC

SHEET TITLE:
CONCEPTUAL
AERIAL VIEW B - OPTION 1

OPTION 1 - AERIAL VIEW - B



MORGAN RALSTON CREEK
CONDITIONAL USE
58TH AVENUE & KIPLING STREET
ARVADA, CO

OWNER:
RALSTON KMGD DENVER LLC.
1301 DOVE STREET
SUITE 1080
NEWPORT, CA 80002



NOT FOR
CONSTRUCTION

DATE:
11/13/20 SUBMITTAL
12/23/20 SUBMITTAL
01/15/2021 - PC

SHEET TITLE:
CONCEPTUAL
GROUND LEVEL PERSPECTIVE
OPTION 1

OPTION 1 - PERSPECTIVE VIEW



58TH PLACE

PARKING GARAGE

ROOFTOP
AMENITY

URBAN
PARK

POOL

AMENITY

COMMERCIAL

58TH AVENUE

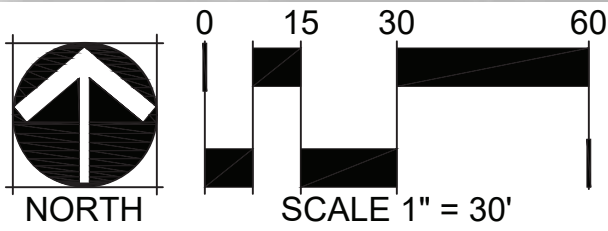
URBAN PARK LIMITS

SMALL URBAN PARK		
	REQUIRED	PROPOSED**
SMALL URBAN PARK	10% OF NET PARCEL AREA	MIN. 10%
	36,677 SF	50,496 SF

** DUE TO THE CONCEPTUAL NATURE OF THIS SITE PLAN, THE ABOVE ITEM AND FINAL DESIGN WILL BE FINALIZED AT TIME OF SITE PLAN REVIEW.

CHECKED BY: BR
DRAWN BY: XX

----- URBAN PARK LIMITS



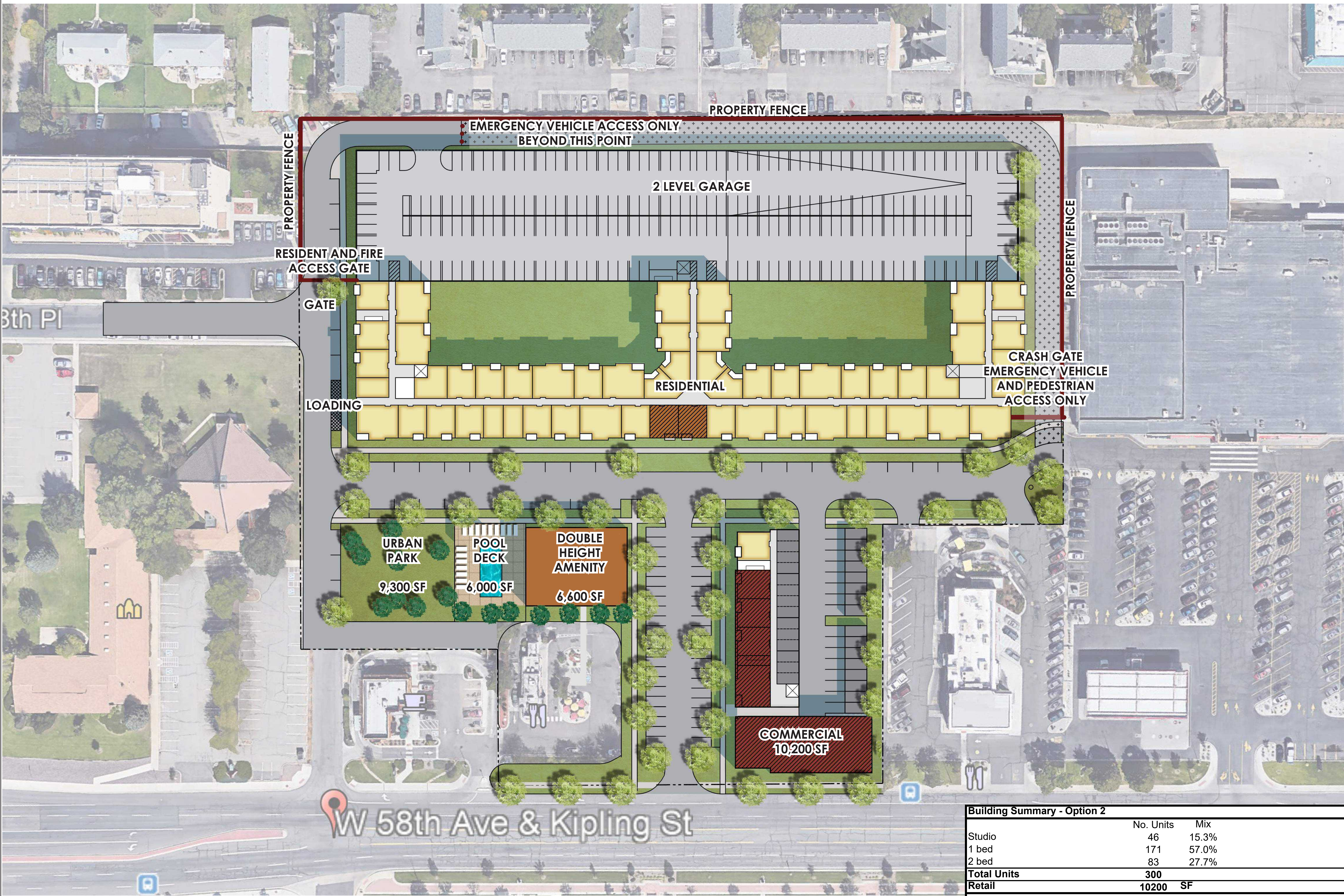
MORGAN RALSTON CREEK
CONDITIONAL USE
58TH AVENUE & KIPLING STREET
ARVADA, CO

OWNER:
RALSTON KMGDT DENVER LLC.
1301 DOVE STREET
SUITE 1080
NEWPORT, CA 90002

NOT FOR
CONSTRUCTION

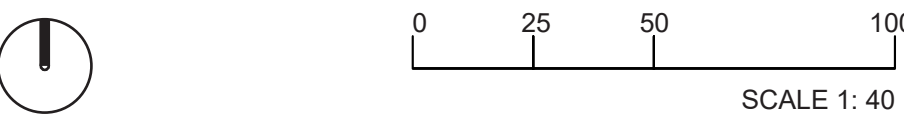
DATE:
11/13/20 SUBMITTAL
12/23/20 SUBMITTAL
01/15/2021 - PC

SHEET TITLE:
CONCEPTUAL
LANDSCAPE
ILLUSTRATIVE OPTION 1



Building Summary - Option 2		
	No. Units	Mix
Studio	46	15.3%
1 bed	171	57.0%
2 bed	83	27.7%
Total Units	300	
Retail	10200	SF
Total parking spaces provided		
	560	1.87 space/unit

OPTION 2 - GROUND LEVEL



MORGAN RALSTON CREEK
CONDITIONAL USE
58TH AVENUE & KIPLING STREET
ARVADA, CO

OWNER:
RALSTON KMGD DENVER LLC
1301 DOVE STREET
SUITE 1080
NEWPORT, CA 80002



NOT FOR
CONSTRUCTION

DATE:
11/13/20 SUBMITTAL
12/23/20 SUBMITTAL
01/15/2021 - PC

SHEET TITLE:
CONCEPTUAL
SITE PLAN - OPTION 2



MORGAN RALSTON CREEK

CONDITIONAL USE
58TH AVENUE & KIPLING STREET
ARVADA, CO

OWNER:
RALSTON KMGD DENVER LLC.
1301 DOVE STREET
SUITE 1080
NEWPORT, CA 80002



NOT FOR
CONSTRUCTION

DATE:
11/13/20 SUBMITTAL
12/23/20 SUBMITTAL
01/15/2021 - PC

SHEET TITLE:
CONCEPTUAL
AERIAL VIEW A - OPTION 2

OPTION 2 - AERIAL VIEW - A



MORGAN RALSTON CREEK
CONDITIONAL USE
58TH AVENUE & KIPLING STREET
ARVADA, CO

OWNER:
RALSTON KMGD DENVER LLC.
1301 DOVE STREET
SUITE 1080
NEWPORT, CA 80002



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DATE:
11/13/20 SUBMITTAL
12/23/20 SUBMITTAL
01/15/2021 - PC

SHEET TITLE:
CONCEPTUAL
AERIAL VIEW B - OPTION 2

OPTION 2 - AERIAL VIEW - B



MORGAN RALSTON CREEK
CONDITIONAL USE
58TH AVENUE & KIPLING STREET
ARVADA, CO

OWNER:
RALSTON KMGD DENVER LLC.
1301 DOVE STREET
SUITE 1080
NEWPORT, CA 80002



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CONSTRUCTION

DATE:
11/13/20 SUBMITTAL
12/23/20 SUBMITTAL
01/15/2021 - PC

SHEET TITLE:
CONCEPTUAL
GROUND LEVEL PERSPECTIVE
OPTION 2

OPTION 2 - PERSPECTIVE VIEW

February 16, 2021

Jeremiah Bebo
City of Arvada
jbebo@arvada.org

Re: Written public comments concerning conditional use permit for 9881 W. 58th Avenue
submitted for public hearing on February 16, 2021

Dear Mr. Bebo:

I represent HK New Plan Arvada Plaza, LLC and its parent company Brixmor Property Group ("Brixmor"), the owner of the Arvada Plaza property adjacent to 9881 W. 58th Avenue, Arvada, CO (the "Property"), which has applied for a conditional use permit. I am submitting these written comments for consideration and inclusion in the record at the public hearing before the Arvada Planning Commission on February 16, 2021.

The Arvada Plaza was developed and has operated as a grocery store-anchored commercial development since the 1960s. Its current tenants include King Soopers, Arc Thrift Store, and Goodyear Auto Service. The Property, previously a Kmart, was developed in coordination with the Arvada Plaza. The prior owners of the Arvada Plaza and the Property signed an agreement in 1958, still valid today, requiring that ingress and egress be maintained between the properties. Under that agreement, and a separate 1966 agreement, the Property and the Arvada Plaza have continually permitted visitors to access both properties and, importantly, for King Soopers' delivery trucks to access the Arvada Plaza's loading docks by passing over the Property along its northern boundary.

The King Soopers' loading docks are on the north side of the building facing east, as reflected in the enclosed photo. See Exhibit A. To reach them, the semis have for decades entered King Soopers' property by passing over the Property's northern boundary. Exhibit A. The semis then back into the loading docks and make their deliveries. Once complete, they pull out (east) to Ralston Road/Independence Street. The Property's site plan proposes **eliminating** trucking access along its northern boundary, an issue the City has twice flagged in its review of the Property's proposed site plan, and which the Property's owner has failed to resolve.

Under Arvada Code Section 3.14.1, the purpose of Conditional Use Permit review is to "encourage[] public review" and "ensure that proposed conditional uses will not have a significant adverse impact on surrounding uses or on the community at-large." To that end, the approval criteria include demonstrating that the "proposed use is compatible with adjacent uses in terms of scale, site design, and operating characteristics" and "[a]ny significant adverse impacts resulting

6400 S. Fiddlers Green Circle, Suite 1900, Greenwood Village, CO 80111

from the use will be mitigated or offset to the extent reasonably feasible." Arvada Code § 3.14.9(D), (E). While Brixmor is generally supportive of efforts to redevelop the Property, it opposes the Property's conditional use permit application because the proposed site plan does not permit trucking ingress and egress from the Property to the Arvada Plaza, which is inconsistent with the parties' 1958 agreement, is not "compatible with adjacent uses," and will cause "significant adverse impacts" to adjacent properties.

The Property's proposed site plan would prevent semis making deliveries from accessing the King Soopers loading docks. If the Property cuts off trucking access alongside its northern boundary, King Soopers' semis will no longer be able to access the loading docks from the west. As such, they must enter the loading docks from east. This would require the semis to utilize a brand new path of travel. *See Exhibit B.* The semis must turn right (north) from W. 58th Avenue into the Arvada Plaza parking lot, turn right (east) again to pass along the shopping center's main frontage where pedestrians enter and exit stores, and then turn left (north) to pass around the outside of the Arvada Plaza. This wholesale change in traffic pattern results in a circuitous path of travel that is disruptive and endangers vehicular and pedestrian safety, all of which is a sufficiently adverse impact to warrant denying the requested conditional use permit. Arvada Code § 3.14.9(D), (E). Worse, the semis might be unable to make each of these tight turns, an issue Brixmor continues to evaluate, which would mean deliveries could not be made to the King Soopers if the Property's conditional use permit is granted.

Even if the semis can make the turns, the problems continue. The semis must back into the east-facing loading docks. If semis approach the loading docks from the east, the semis must first turn around 180 degrees before backing into the docks. There is insufficient space behind the King Soopers for multiple delivery trucks to make the multi-point turns that would be required for deliveries to be made. If trucks cannot turn around behind the Arvada Plaza, they would be forced to *back around* the building, an extremely dangerous proposition. Of course, if deliveries cannot be made to the King Soopers, it cannot survive. A conditional use should not, and under the Arvada Code cannot, force adjacent existing uses into extinction.

These problems can be easily avoided with a slight modification to the Property's site plan. *See Arvada Code § 3.14.9(E)* (conditional use applicants must avoid adverse impacts using "reasonably feasible" means). The site plan already calls for access roads to be constructed around its perimeter for emergency vehicle access. The City should require that vehicular ingress and egress be maintained along the western and northern boundaries of the Property and that the Property give Brixmor and its tenants access to these roads and this point of ingress/egress for trucking access. *See Exhibit C.* The Property's proposed development (density, composition of residential and commercial, amenities, road layout, etc.) will be **entirely unaffected** by this change.

In summary, Brixmor generally supports the Property's redevelopment but does not support the Property's proposed site plan because it does not maintain trucking access to the King

Soopers loading docks. Brixmor requests the Planning Commission either recommend that the conditional use permit application be denied or recommend that it be approved only with the condition that the Property maintain trucking access over its property and grant Brixmor and its tenants the right to pass over its property and roads to access this point of ingress/egress. *See* Arvada Code § 3.14.10 ("In approving Conditional Use Permits, the Planning Commission may recommend and the City Council shall be authorized to impose conditions upon the subject property that are necessary to reduce or minimize any potentially significant adverse impacts on other property in the neighborhood, and to carry out the stated purposes of the Comprehensive Plan and this Code."). Brixmor has spoken to the Property's developer about an easement/access agreement. While the parties are making progress on an agreement, one has not been reached. As such, placing the requested conditions on the Property's proposed use is appropriate.

You can reach me at 303-376-8405 to discuss anything contained in this letter. I look forward to presenting this information to the Planning Commission at its hearing on February 16, 2021.

Sincerely,

Stinson LLP



Ryan Sugden

Attachments

Exhibit A
EXISTING CONDITION



Exhibit B
POST DEVELOPMENT HARDSHIP CONDITION

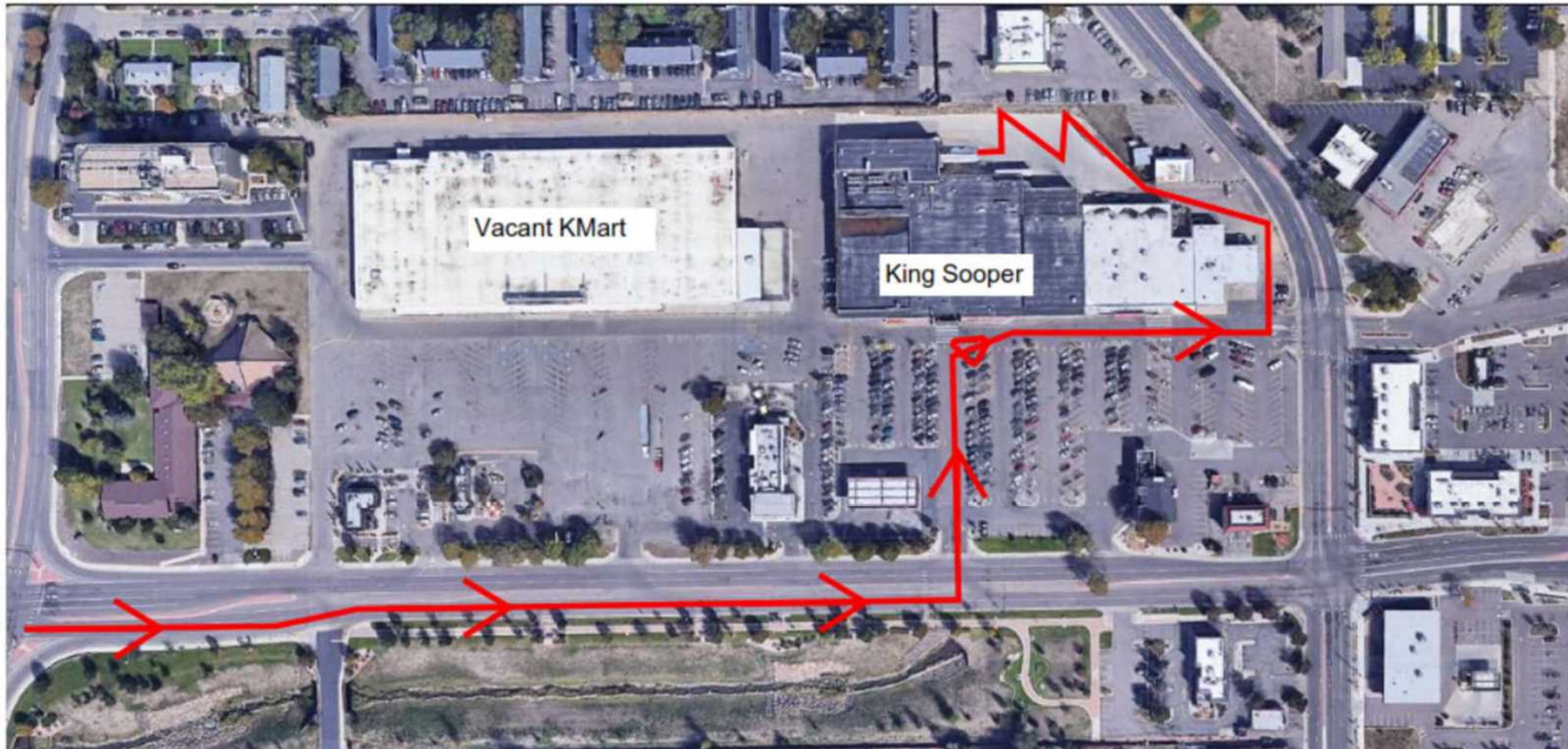


Exhibit C
POST DEVELOPMENT PROPOSED SOLUTION



PLANNING COMMISSION MEETING MINUTES

February 16, 2021

Synopsis of Meeting Minutes from February 16, 2021 Planning Commission

DA2020-0129 Conditional Use for Morgan Ralston Creek, generally located at 9881 W. 58th Ave.

Mr. Owens entered into the record the Staff Report DA2020-0129 dated February 16, 2021, affidavits of mailing and posting, and posting log. Additionally a written letter of public comment was received and read by the Commissioners. This letter has been added to the record.

Mr. Bebo gave a brief overview of the project. Staff recommends approval.

Mr. Brockman, representative of the applicant, gave background on the developer and he explained the discussion ongoing with Brixmor Property Group. He gave background on the site and the project.

Ms. Niziolek, representative of the applicant, discussed public outreach that the applicants have undergone with members of the community. She explained how the proposed design will fit with the City Comprehensive Plan and zoning. She explained the two different options with the potential design plan for the site.

Mr. Owens opened the hearing for comments from the public.

PUBLIC COMMENT

IN FAVOR

None.

IN OPPOSITION

Mr. Sugden, council to the owner of the Arvada Plaza (the property to the east of the proposed redevelopment site), discussed the contents of the letter of public comment that he submitted. He described the Arvada Plaza's history. He discussed concerns about ingress and egress for the loading docks at Arvada Plaza. He described the condition that they are requesting, which would allow the continued easy access to the loading docks and would not change the proposed design of the site.

APPLICANT REBUTTAL

Mr. Brockman, stated their desire to work with Brixmor Property Group (owner of the Arvada Plaza).

PLANNING COMMISSION MEETING MINUTES

February 16, 2021

Ms. White, representative of the applicant, stated that this issue is most properly addressed at the site plan stage. She stated that Mr. Sugden's concerns are not impacted by this conditional use application in terms of the conditional use of the site, instead by the potential design. She agreed that this should continue to be a conversation.

Mr. Owens closed public comment.

QUESTIONS FROM THE COMMISSION

Mr. Owens asked about the shared access agreement at the site held by Brixmor.

Mr. Brockman stated that this shared access agreement had expired five years ago.

Mr. Owens stated that this means that there is no legal claim to this access as it currently stands.

Mr. Brockman agreed with this statement.

Mr. Owens reiterated the definition of the Conditional Use and stated that he believes without any legal claim to this access, it is not an issue for the applicant. He stated his belief that it is instead an issue for Brixmor to address. He stated that if it was an issue for the applicant, he believed this would be addressed in the site plan stage of the application and not through the Conditional Use.

Mr. Gay stated the adjacent ARC property already may have loading issues of their own, and that there could be concerns with the loading docks access as well.

Mr. Owens stated his understanding of this issue, but reiterated that he does not believe this burden should fall upon the neighboring property developer (the applicant).

Mr. Magee asked about the lease negotiations with the Good Times on the site. He asked for clarification on who holds the lease right now.

Mr. Brockman stated that the lease is set to end in five years, but that they are under negotiations to buy them out at the end of December 2021. He said the lease holder is the owner of the Kmart.

Mr. Magee stated his appreciation for holding the neighborhood meeting both virtually and in-person. He asked about the percentage of affordable housing proposed for the site and asked if they considered any increase in the percentage.

Mr. Brockman stated that if they increase the percentage, the market rate units have to go up in rent and that they do not feel that is fair to the community.

PLANNING COMMISSION MEETING MINUTES

February 16, 2021

Mr. Magee asked if the first floor units are at grade in order to be accessible.

Mr. Brockman stated that they will follow ADA guidelines and Federal Fair Housing guidelines.

Mr. Magee asked if all of the northern building units are accessed internally.

Mr. Brockman stated that they are, and that eventually there may be more connectivity to the street through the patios.

Mr. Magee recommended that in the site plan there might be some access to the green spaces from the northern side units. He asked about the ratio of guest parking.

Ms. Niziolek stated that the parking is set up in accordance with Code, but that this will continue to be addressed through the design process.

Mr. Magee asked about bike parking.

Ms. Niziolek stated that they believe it is important, and that it will be addressed in the site plan stage.

Mr. Magee suggested putting bike parking within the covered parking structure proposed for the site.

Mr. Griffith stated his hope that as the development continues, the ground access should be supported to make it feel more residential and walkable. He asked Staff about traffic impacts of this project.

Mr. Bebo stated that the traffic study indicated that the project could be accommodated with the existing traffic system in the area.

Mr. Griffith asked about the traffic impact on 58th Avenue specifically.

Mr. Bebo stated that those specific details will be looked at more closely with the site plan design, but that Staff feels comfortable that it will not be a problem for the traffic systems.

Ms. Wolfschlag stated that at build-out, this development will be at a C level or better, and that the residential use generates lower traffic than a store like Kmart.

Mr. Griffith stated his desire for a shade analysis and investigation into snow removal in the amenity green space areas to be done further into the design process. Mr. Griffith

PLANNING COMMISSION MEETING MINUTES

February 16, 2021

asked Staff about the definitions of affordable housing criteria with Area Median Income (AMI).

Mr. Bebo stated that the previous Land Development Code did not state a definition for AMI for affordable housing. He stated that the new Code focuses more on conditions that will require affordable units (typically LIHTC), such as a height incentive. He clarified that this is a unique situation, where the developer is deciding to put affordable units in without doing so as part of a request for a height incentive or other condition.

Mr. Smetana stated that even for LIHTC housing, there is usually a sliding scale of AMI to qualify.

Mr. Gay asked about the walking path between the apartments and the King Soopers.

Mr. Brockman confirmed that the intent is to create connectivity in the area and provide a walkable space, including for residents to get groceries.

Mr. Gay asked where the answers are to the questions from residents at the neighborhood meeting that was given in the packet.

Ms. Niziolek stated that all the responses were answered out loud in the meeting but are not typed out in the written record. She stated that they have a recording and can add the responses to the packet.

Mr. Gay stated his concerns over ARC's donation drop-off site in the area.

Ms. Connell stated that some of the traffic may be eliminated with the potential design.

MOTION:

Ms. Grogg stated that conditions are not required to be put into the motion, whether from the Staff or from public comment request.

It was moved by Mr. Griffith that DA2020-0129 Conditional Use for Morgan Ralston Creek, generally located at 9881 W. 58th Ave., be recommended to City Council for approval.

This motion is based on the findings of fact and approval criteria on Pages 11-12 of the Staff Report.

Mr. Owens requested to amend the motion to include the two conditions on page 12 of the Staff Report.

PLANNING COMMISSION MEETING MINUTES

February 16, 2021

Mr. Griffith amended the motion to include the two conditions on page 12 of the Staff Report:

1. In order to preserve a portion of the site for retail and commercial uses and to mitigate the loss of a larger amount of retail space (Criteria 6), a minimum of 10,200 square feet of commercial space shall be provided on site.
2. In order to adhere to Criteria 2, the applicant shall offer a minimum of five percent of the apartment units as affordable to residents making up to 80% of Area Median Income. The means of restricting these units shall be determined at the Site Plan application and shall be at the discretion of City staff.

DISCUSSION OF MOTION DA2020-0129

Mr. Magee stated his appreciation of the design but noted his disappointment that there will not be added retail or commercial space at the location. He stated his preference for the Option 2 design in order to keep commercial space on the site. He stated his concerns over the King Soopers loading docks access, but that he agrees with Mr. Owens in his analysis of the situation. He stated his support of the project.

Mr. Griffith stated his support of the project and noted his excitement to have new development with pedestrian focus instead of a vacant space.

Mr. Owens stated his support of the project and commented that it is not an easy site to deal with.

The following votes were cast on the motion:

Those voting Yes: Owens, Gay, Connell, Griffith, Magee

Those voting No: None

Those absent: Hannan, McCarron

The motion carried 5-0.



CED Boards and Commission <cedboardsandcommission@arvada.org>

Kmart property redevelopment

3 messages

Michele Crouse

Tue, Feb 16, 2021 at 10:33 PM

To: "cedboardsandcommission@arvada.org" <cedboardsandcommission@arvada.org>

Evening all,

Thank you for your time and dedication to being on the planning commission. Just some thoughts and observations from tonight's meeting about the positives and challenges to the proposed changes in my neighborhood.

1. Not the easiest meeting to find on the city's site. Normally don't have this much trouble. Possible to have the link connected to the calendar verses needing to have a link sent?
2. Residents of Arvada House will benefit from having this area developed. Safe access is needed.
3. I know many wished for more retail space, but there is so much sitting empty right now. You have a million visitors annually to the Lutz/Stenger Complex and the Apex Field House. Quick access to food would be helpful even if not Good Times. Quick access to athletes to sports focused business, such as Play it Again or something along those lines.
4. The King Soopers/ARC/Goodyear area is a hot mess. Perhaps Brix-Mor could help the tenants? Good Year's access is used by ARC to drop off goods, which isn't the best situation. Maybe some repositioning between the 3 tenants?
5. Possible that King Soopers could pull out as a tenant, if truck access couldn't be worked out? Would be disastrous for the neighborhood.
6. Appreciate the push for more affordable units. Yes, there are formulary calculations on one hand and reality, on the other. Hard to pay market rate when working full time at Walmart and weekends at Good Times.
7. Learned this the other night. Went to Mings, housed in the former Chop Stix. Their current business model is for take out/delivery only. Looking out their windows to the south, is an embarrassing view. Fence line, trees would be great. Even with dine in service, the parking lot is larger than needed. Could some easement be purchased from them, which would widen the channel behind the stores and help with the truck access. Just a thought.

I feel better :). Hope you found some of it helpful. Michele

CED Boards and Co

mmission@arvada.org>

Wed, Feb 24, 2021 at 10:19 AM

To: Michele Crouse

We have received your comments for Project Indiana and will include them in the packet that is sent to the Commission, the packet will be available on March 11, 2021 and can be viewed [online](#). Due to the increase interest in the March 16th meeting, KATV will air the meeting on channel 8 and 880 as well as provide a live stream at www.arvada.org/live-stream. Please let me know if I can provide any other assistance to you.

[Quoted text hidden]

--

Community and Economic Development

Desk: 720-898-7435

E-Mail: cedboardsandcommission@arvada.org

CED Boards and Commission <cedboardsandcommission@arvada.org>

Wed, Feb 24, 2021 at 10:20 AM

To: Michele Crouse <michelecrouse@yahoo.com>

Michele,

I sent the wrong confirmation, we received the comments for Kmart. I will forward your comments to Council.

On Tue, Feb 16, 2021 at 10:33 PM Michele Crouse <michelecrouse@yahoo.com> wrote:

[Quoted text hidden]

[Quoted text hidden]

Morgan Ralston Creek Conditional Use

March 15th, 2021



Existing Conditions

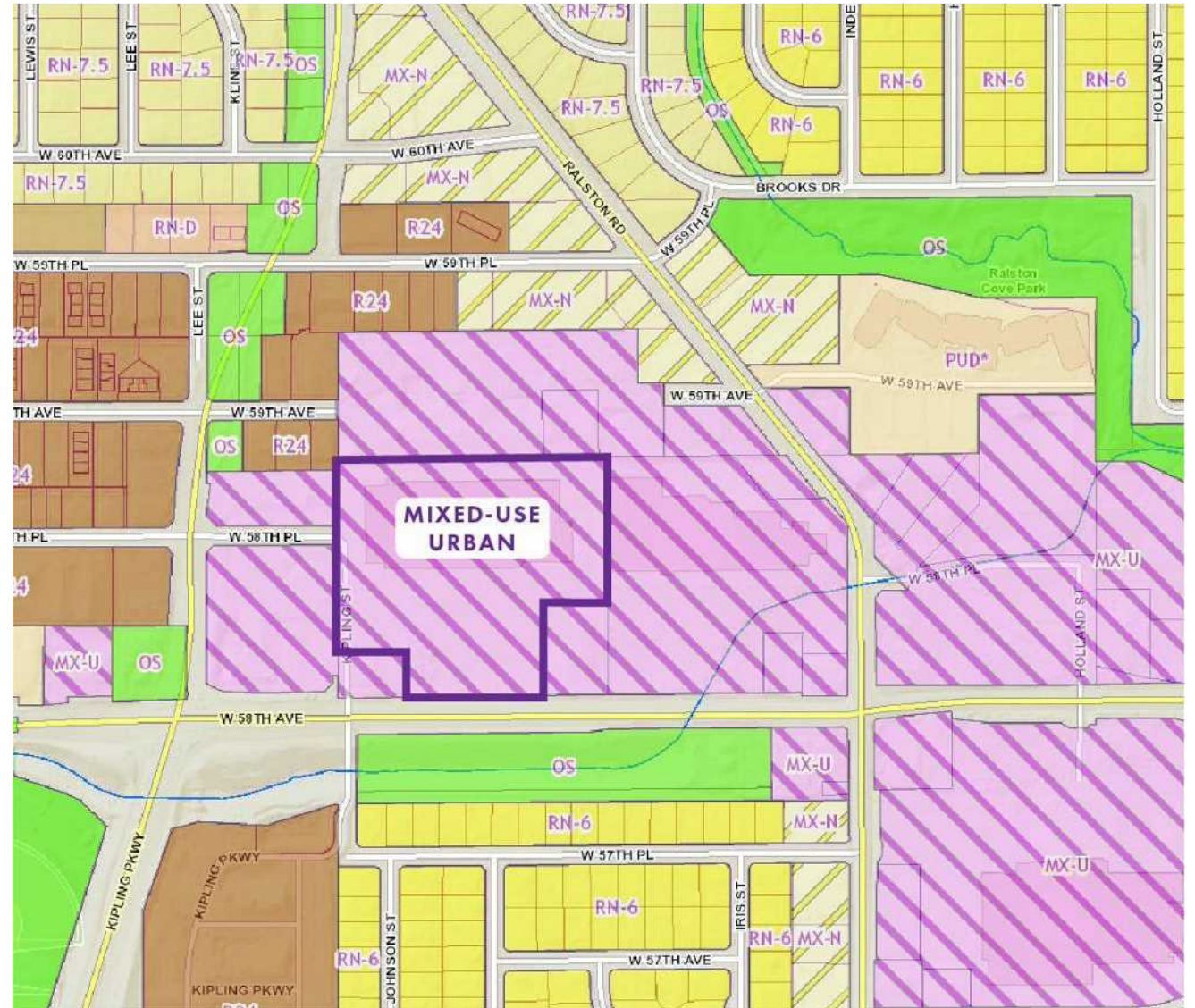


Comprehensive Plan and Zoning

- Comprehensive Plan: Mixed-Use
- Ralston Fields Urban Renewal Plan
- Zoning: Mixed-Use Urban

Intent: Mix of residential and non-residential uses, urban character, pedestrian friendly streetscape, public amenities and public transportation access.

	Allowed/ Required
Max. Building Height:	65'
Min. Front Building Façade within Frontage Zone:	35%
Setbacks: Front & Sides Setbacks: Rear	10' 0'



Public Outreach

- Neighborhood Meeting – October 29th, 2020
 - In-person and via Zoom
- Multiple in-person and virtual meetings with Mayor Williams, Council members and AURA's Maureen Phair between September and our formal submittal in November.



THANK YOU FOR YOUR FEEDBACK

IF YOU HAVE ADDITIONAL QUESTIONS
FEEL FREE TO REACH OUT TO THE BELOW
CONTACTS:

ARVADA PLANNING-
JEREMIAH BEBO | JBEBO@ARVADA.ORG

THE MORGAN GROUP-
SCOTT MAKEE | SCOTTM@MORGANGROUP.COM



MORGAN
EXCELLENCE FROM THE GROUND UP

ktgy

NORRIS DESIGN
Planning | Landscape Architecture | Branding

Kimley»Horn



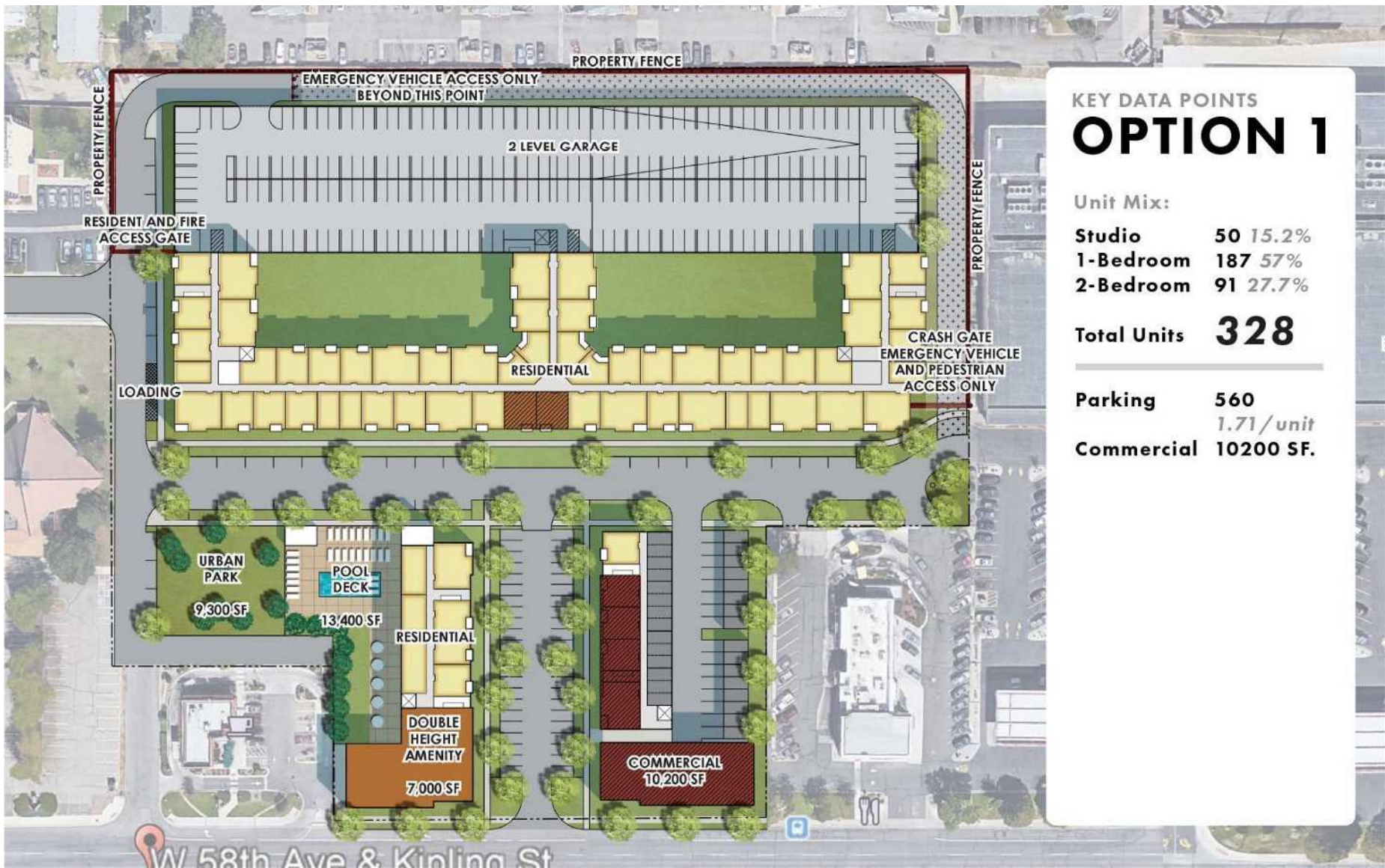
Option 1 vs Option 2



Conceptual Site Plan :: Option 1



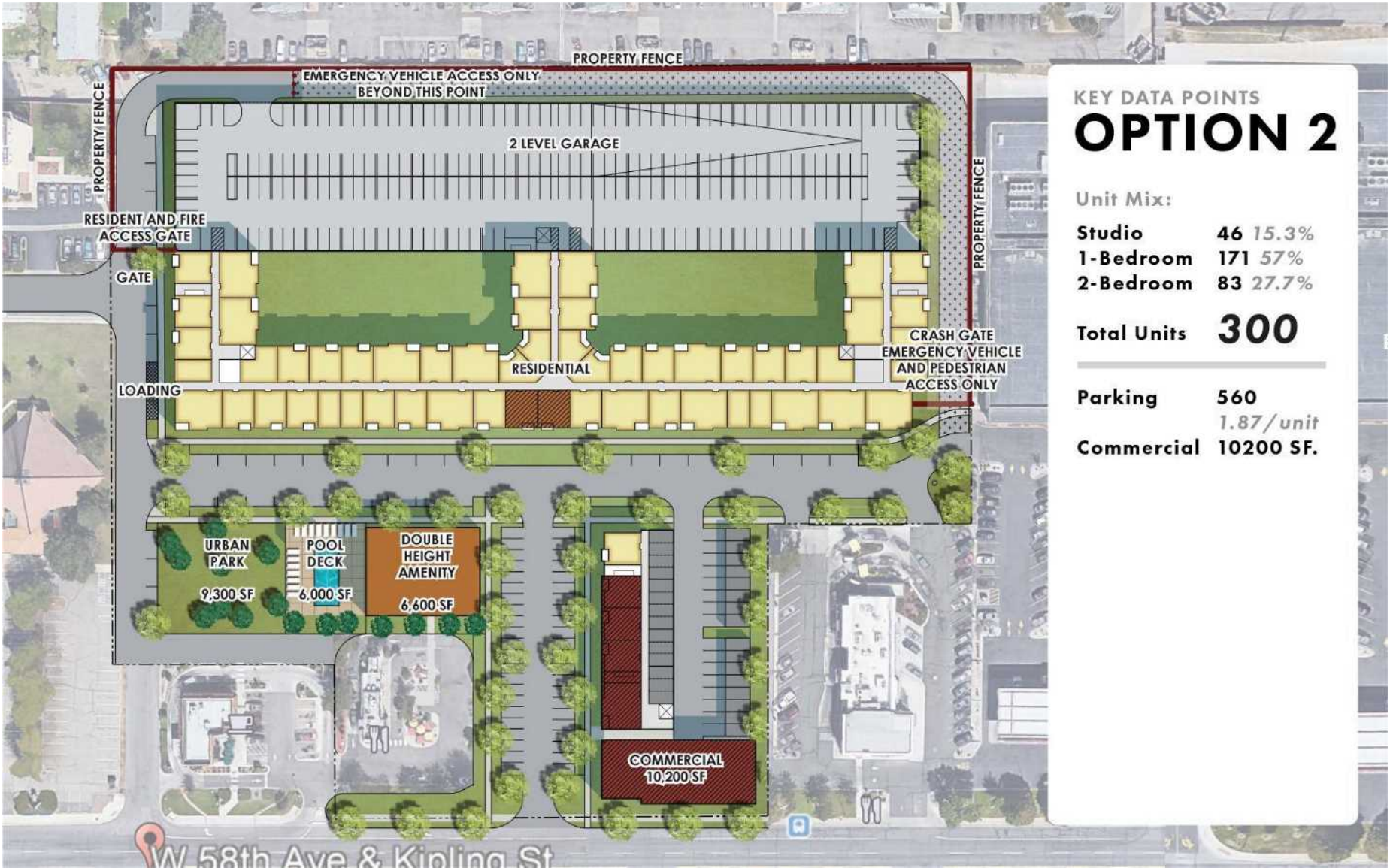
Conceptual Site Plan :: Option 1



Conceptual Site Plan :: Option 2



Conceptual Site Plan :: Option 2



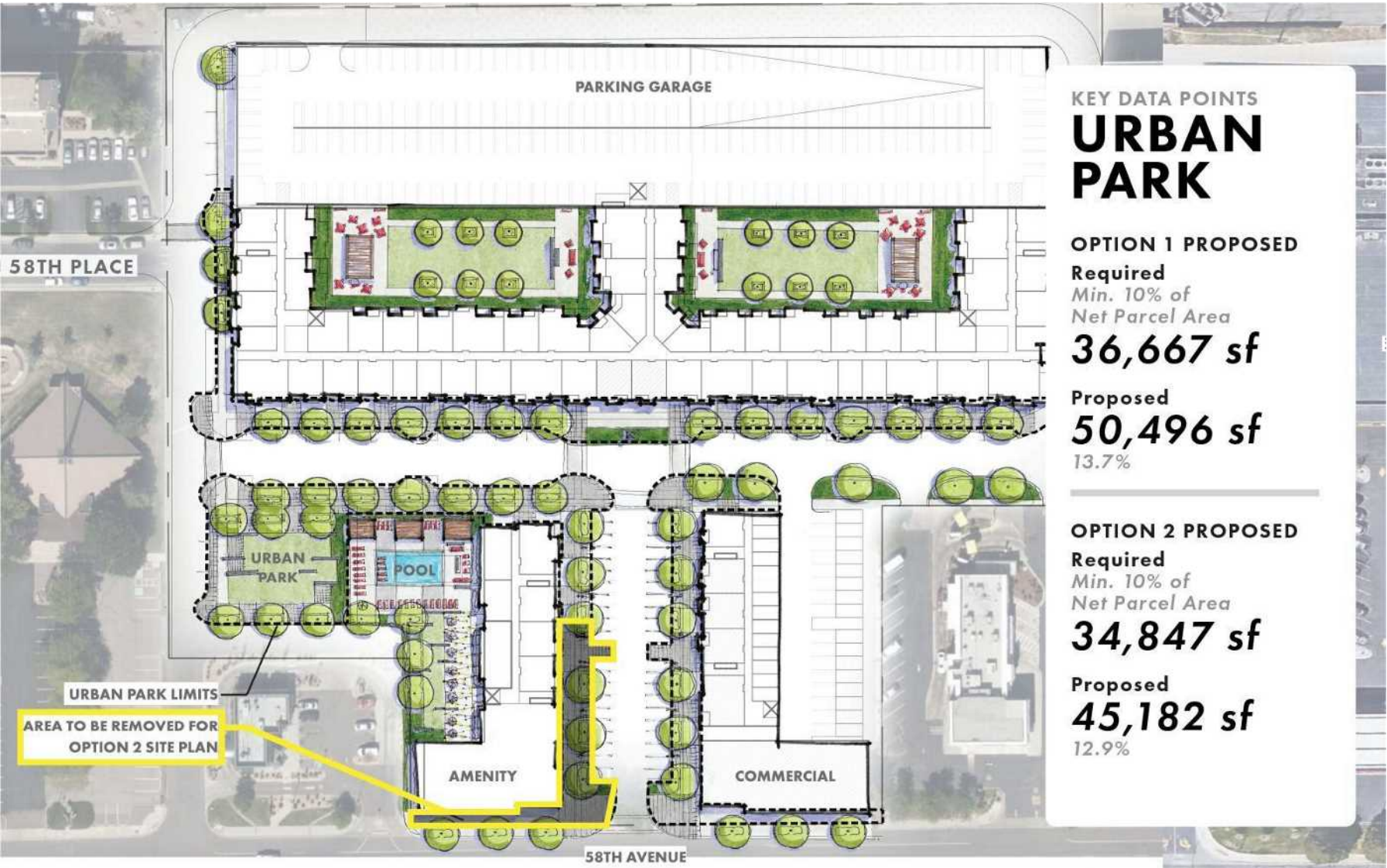
Commercial Space



Architecture



Urban Park



Art Component



COMPARING OPTIONS

KEY DATA POINTS

OPTION 1

Unit Mix:

Studio	50	15.2%
1-Bedroom	187	57%
2-Bedroom	91	27.7%

Total Units **328**

Parking	560
	1.71/unit
Commercial	10200 SF.

Small Urban Park
50,496 sf
13.7%

KEY DATA POINTS

OPTION 2

Unit Mix:

Studio	46	15.3%
1-Bedroom	171	57%
2-Bedroom	83	27.7%

Total Units **300**

Parking	560
	1.87/unit
Commercial	10200 SF.

Small Urban Park
45,182 sf
12.9%

Conditional Use Approval Criteria

Criteria	Complies
Complies with all LDC standards	☒
Consistent with the Arvada Comprehensive Plan	☒
Use is consistent with the purpose and intent of the zoning district	☒
The size, scale, height, density... and other characteristics of the proposed use are comparable with existing and planned surrounding uses	☒
Facilities and services are available and adequate to serve the site	☒
The application mitigates any adverse impacts on the surrounding area	☒

THANK YOU!





REPORT TO CITY COUNCIL PUBLIC HEARING

AGENDA ITEM
10.B.

TO: THE HONORABLE CITY COUNCIL

DATE: March 15, 2021

SUBJECT: Conditional Use Application for Clear Creek Commons, Approximately Located at the Southeast Corner of West 52nd Avenue and Marshall Street (continued from March 1, 2021)

Report in Brief

The owner of the property at the southeast corner of W. 52nd Avenue and Marshall Street, Brew Lab LLC, is requesting Conditional Use approval to allow for the development of an apartment community within a MX-S (Mixed Use-Suburban) zoning district. The site currently contains a single family detached structure, greenhouses, and numerous other accessory buildings.

The new community would contain 275 units in one five-story building on the 4.36 acre site. The majority of the 275 units will be studio and one-bedroom units. A parking podium will comprise most of the ground floor with the exception of the lobby and eight units on the north side of the property, adjacent to W. 52nd Avenue. Above the parking deck, on the second floor, there are two large outdoor amenity areas.

The five story height is achievable under the Land Development Code (LDC) as the applicant plans to pursue affordable housing tax credits.

The Planning Commission voted 7-0 to recommend approval of the Conditional Use Application with the condition that the project be developed using Low Income Housing Tax Credits (LIHTC). The condition was based on Conditional Use approval criteria 4 identified in the LDC. Discussion of the motion by the Commissioners made it clear that there was not enough information provided by the Applicant to approve the possible four-story building if the Applicant is unable to attain LIHTC. The Commission felt that they could only provide a recommendation on the proposed five-story affordable housing unit; therefore, the Planning Commission placed a condition that the approval was contingent on developing the five-story project presented at the the Planning Commission public hearing using Low Income Housing Tax Credits.

Please note that that the Public Hearing for this item was opened during the March 1 meeting and continued to March 15 due to an issue with the written notice for adjacent property owners which was not sent in accordance with the required timeline. This issue has been corrected for the March 15 meeting. Public notice was posted in the newspaper 7 days prior to the meeting, a public hearing sign was posted 15 days prior to the meeting, and written notice was sent to all property owners within 500 feet of the subject site 15 days prior to the meeting as required by the code.

The Arvada team recommends that the City Council approve the Conditional Use Application for Clear Creek Commons, Approximately located at the Southeast corner of West 52nd Avenue and Marshall Street, with a condition that a five-story residential project similar to the conceptual drawings presented to the Planning Commission be developed using Low Income Housing Tax Credits (LIHTC).

Financial Impact

There is no direct financial impact associated with the proposed action.

Background

The owner of the property at the southeast corner of W. 52nd Avenue and Marshall Street, Brew Lab LLC, is requesting Conditional Use approval to allow for the development of an apartment community within a MX-S (Mixed Use-Suburban) zoning district. The site currently contains a single family detached structure, greenhouses, and numerous other accessory buildings.

The subject property consists of two parcels located at the southeast corner of W. 52nd Avenue and Marshall Street, also known as 5190 Marshall Street.

The property was annexed into the City of Arvada in 2016 as the Spano Corner Annexation. With annexation, the property was zoned CC-A (Clear Creek Zoning District – Industrial and Commercial Sub-District). The current MX-S zoning was adopted in May of 2020 as part of the remapping associated with the adoption of the LDC. According to Jefferson County Assessor records, most of the buildings on site were built between 1957 and 1960.

Discussion

The new community would contain 275 units in one five-story building on the 4.36 acre site. The majority of the 275 units will be studio and one-bedroom units. A parking podium will comprise most of the ground floor with the exception of the lobby and eight units on the north side of the property, adjacent to W. 52nd Avenue. Above the parking deck, on the second floor, there are two large outdoor amenity areas. As described in more detail in the staff report, the five story height is achievable under the Land Development Code (LDC) as the applicant plans to pursue affordable housing tax credits for the project.

In consideration of the proposed Conditional Use Application, the City Council should note that the Planning Commission made their recommendation based on their findings regarding the approval criteria shown on the tables below that are also found on pages 8-9 of the Planning Commission staff report. The City Council must consider this approval criteria and the analysis of the Community and Economic Development team as summarized below.

8-3-5-1 Conditional Use Permit Approval Criteria (5-18-20)	Finding	Rationale
1. The application complies with the applicable standards of this LDC, other adopted City ordinances, resolutions and regulations including but not limited to any use-specific standards for the proposed conditional use in Division 3-1-3, any approved Master Development Plan that includes the property, and any conditions specifically applied to development of the property by the Planning Commission or City Council in a prior decision affecting the property;	Complies	The proposed use complies with all of the requirements of the LDC. No Code modifications are proposed or required.
2. The application is consistent with the Arvada Comprehensive Plan;	Complies	The proposed use is consistent with numerous Comprehensive Plan goals.
3. The use is consistent with the purpose and intent of the zoning district in which it is located;	Complies	The proposed use is consistent with the purpose of the MX-S zone district, which allows for a variety of residential and nonresidential uses, in a mixed-use or single-use configuration. The project, as planned, will comply with all of the dimensional and development standards of the zoning district.

4. The size, scale, height, density, multi-modal traffic impacts, hours of operation and other similar characteristics of the proposed use are comparable with existing and planned uses in the surrounding area;	Complies	The size, scale, height, density, and traffic impacts are consistent with the planned uses in the surrounding area. The land on the west side of Marshall St. has a Comprehensive Plan Future Land Use designation of Mixed-Use and is zoned MX-U which allows for mixed-use buildings up to 65 feet in height. This project would act as a transition between the more intensive development and taller maximum building heights allowed in the MX-U zone district to the west. It is also consistent with the planned uses on the west side of Marshall St. north of W 52 nd Ave. which is also zoned MX-S. Much of the surrounding area to the north and west is zoned IL (Light Industrial) or IG (Heavy Industrial) and include industrial uses in large industrial buildings, many of which are two stories in height, but allowed to heights of between 40 and 45 feet, depending on the zoning district, if redeveloped in the future. While the proposed building is taller than the other existing buildings in the area, it complies with the maximum height allowed within the MX-S zone district with the height bonus for LIHTCs. In addition, as explained above, the site layout substantially exceeds the height transition requirement. For these reasons, staff finds that the proposed conditional use is comparable with existing and planned uses in the surrounding area.
5. Facilities and services including sewer, water, storm water, gas, electricity, police and fire protection, and roads and transportation will, prior to or as part of the development, be available to serve the subject property while maintaining adequate levels of service for existing development; and	Complies	All facilities and services are available to this site. The proposed use will not have an adverse impact on facilities or services.
6. The application mitigates any adverse impacts on the surrounding area to the degree practicable.	Complies	The location of the building along the western and northern sides of the property and the design which orients the majority of the units toward the Marshall St and W 52 nd

Ave. rights-of-way mitigates adverse impacts on surrounding properties to the degree practicable.

Public Contact

The required neighborhood meeting for this project took place on January 8, 2021. The applicant, staff and approximately 6 neighbors were in attendance.

Please note that a published notice was posted in the newspaper 7 days prior to the meeting, a public hearing sign was posted 15 days prior to the meeting, and written notice was sent to all property owners within 500 feet of the subject site 15 days prior to the meeting as required by the code.

Commission Recommendation

The Planning Commission voted 7 to 0 to recommend approval to the City Council, with the condition that the project be developed using Low Income Housing Tax Credits (LIHTC).

Strategic Alignment

The Clear Creek Commons project aligns with the Community and Economic Development strategic goals.

Alternative Courses of Action

Option 1: Receive evidence at a public hearing and approve the Conditional Use Application for Clear Creek Commons, with a condition that a five-story residential project similar to the conceptual drawings presented to the Planning Commission be developed using Low Income Housing Tax Credits (LIHTC). This is based on the fact that the alternative site plan indicating a four story building, without using LIHTC, was not fully developed and its full impacts are unknown.

Option 2: Receive evidence at a public hearing and approve the Conditional Use Application for Clear Creek Commons without conditions.

Option 3: Receive evidence at a public hearing and deny the Conditional Use Application for Clear Creek Commons.

Recommendation for Action

Option 1: The Arvada team recommends that the City Council approve the Conditional Use Application for Clear Creek Commons, Approximately located at the Southeast corner of West 52nd Avenue and Marshall Street, with a condition that a five story residential project similar to the conceptual drawings presents to City Council be developed using Low Income Housing Tax Credits (LIHTC).

Suggested Motion:

Option 1 (Application Approval with Condition): I move that the Conditional Use Application for Clear Creek Commons, approximately located at the southeast corner of West 52nd Avenue and Marshall Street be approved with a condition that a five-story residential project similar to the conceptual drawings presented to the Planning Commission be developed using Low Income Housing Tax Credits (LIHTC). This motion is based on the findings of fact adopted by Planning Commission (if approved).

Option 2 (Application Approval without Condition): I move that the Conditional Use Application for Clear Creek Commons, approximately located at the southeast corner of West 52nd Avenue and Marshall Street be

approved. This motion is based on the findings of fact adopted by Planning Commission.

Option 3 (Application Denial): I move that the Conditional Use Application for Clear Creek Commons, approximately located at the southeast corner of West 52nd Avenue and Marshall Street be denied. This motion is based on the following findings of fact for denial: (Recite approval criteria you believe the evidence fails to satisfy and your reasons).

Prepared by:
Stephanie Wallace, Administrative Specialist

Reviewed by:

Approved by:

Jacob Nitchals, Senior Planner	2/24/2021
Josie Suk, Development Systems and Administrative Manager	2/24/2021
Robert Smetana, Manager of City Planning and Development	2/24/2021
Ryan Stachelski, Director of Community and Economic Development	2/26/2021
Gail Walker, Legal Specialist-Contracts	2/26/2021
Emily Grogg, Senior Assistant City Attorney	3/2/2021
Rachel Morris, City Attorney	3/3/2021
Lorie Gillis, Deputy City Manager	3/4/2021
Mark Deven, City Manager	3/4/2021

Enclosure, exhibits & attachments required to support the report

City of Arvada
Community and Economic Development Department
PUBLIC HEARING STAFF REPORT

Clear Creek Commons
Conditional Use
DA2020-0077

NATURE OF REQUEST

The owner of the property at the southeast corner of W 52nd Avenue and Marshall Street, Brew Lab LLC, is requesting Conditional Use approval to allow for the development of an apartment community within a MX-S (Mixed Use-Suburban) zoning district. The site currently contains a single family detached structure, greenhouses, and numerous other accessory buildings.

The new community would contain 275 units in one five-story building on the 4.36 acre site. The majority of the 275 units will be studio and one-bedroom units. A parking podium will comprise most of the ground floor with the exception of the lobby and eight units on the north side of the property, adjacent to W 52nd Avenue. Above the parking deck, on the second floor, there are two large outdoor amenity areas.

As described in more detail below, the five story height is achievable under the Land Development Code (LDC) as the applicant plans to pursue affordable housing tax credits for the project.

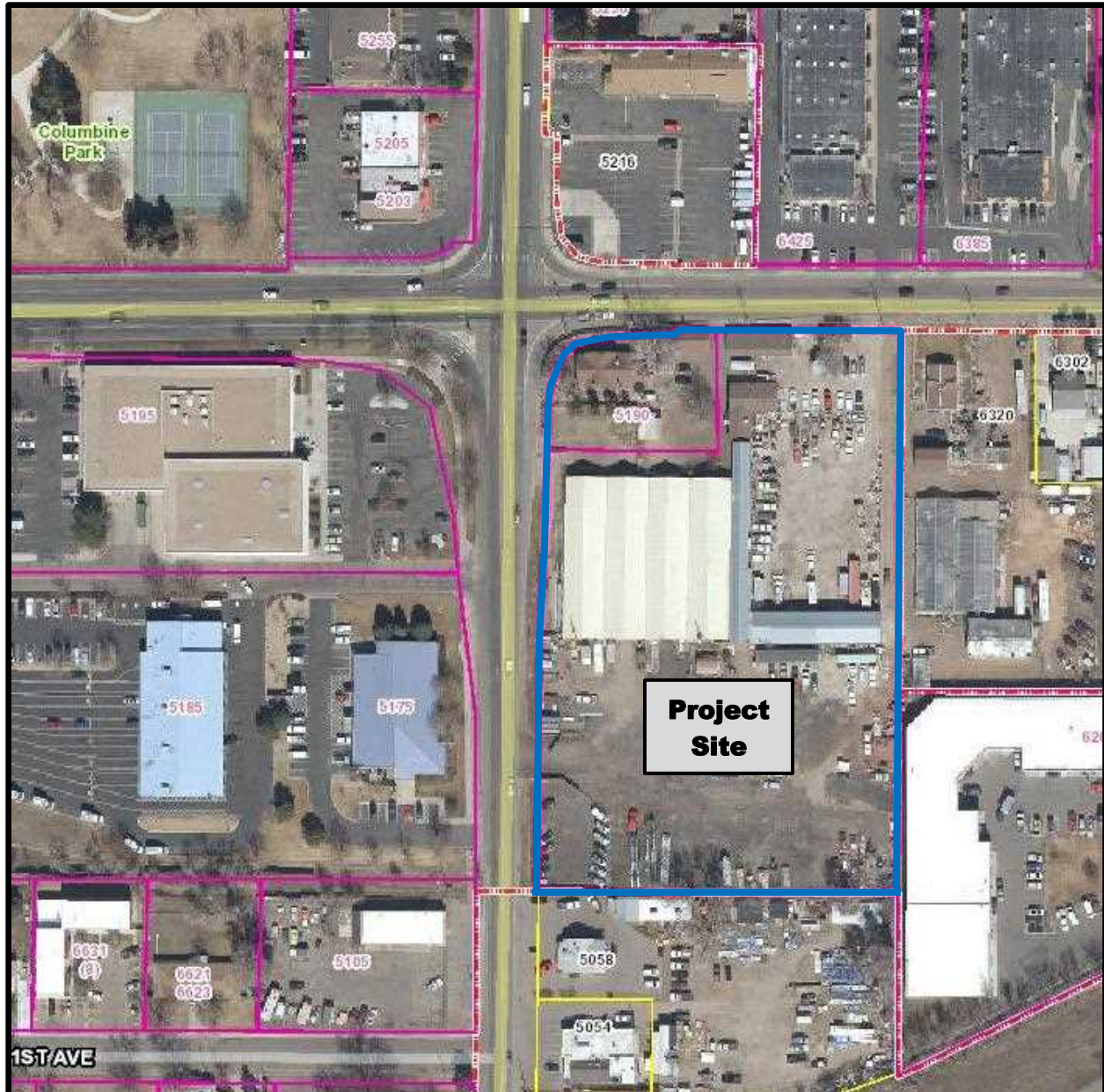
LOCATION AND HISTORY

The subject property consists of two parcels located at the southeast corner of W 52nd Avenue and Marshall Street, also known as 5190 Marshall Street.

The property was annexed into the City of Arvada in 2016 as the Spano Corner Annexation. With annexation, the property was zoned CC-A (Clear Creek Zoning District – Industrial and Commercial Sub-District). The current MX-S zoning was adopted in May of 2020 as part of the remapping associated with the adoption of the LDC.

According to Jefferson County Assessor records, most of the buildings on site were built between 1957 and 1960.

Vicinity Map



NEIGHBORHOOD MEETING

Division 8-2-2 of the Land Development Code requires that at least one neighborhood meeting be held for projects that require public hearings before the Planning Commission and City Council.

The required neighborhood meeting for this project took place on January 8, 2021. The applicant, staff, and six members of the public were in attendance.

Some of the issues discussed during the meeting included: traffic impacts, site access, the existing condition of Marshall St. and how the project will impact the street, the need for traffic calming and other safety measures on Marshall St., solar access and loss of western views from adjacent properties, the use of "Section 8" vouchers, and homeless camps in the area.

The applicant prepared a summary of the meeting, which is attached.

PUBLIC NOTIFICATION

Division 8-2-4 of the Land Development Code requires public notification for all public hearings as follows:

Written Notice: At least 15 days prior to all public hearings, written notice must be mailed to all property owners within 500 feet of the subject property and to all homeowners associations and neighborhood associations with a known interest in the subject property. The applicant will provide an affidavit of mailing verifying this requirement has been met prior to the public hearing.

Posted Notice: At least 15 days prior to all public hearings, signs notifying the public of the hearing must be posted on the subject property. The applicant will provide a posting log verifying that this requirement has been met prior to the public hearing.

Published Notice: At least 15 days prior to all public hearings, notice of the hearing must be published in a newspaper of general circulation in the City. The required notice has been published.

SEVERED MINERAL RIGHTS

At least 30 days prior to the public hearing, written notice of the application must be mailed to any owner of mineral rights associated with the subject property. The applicant has provided the required Certification of Notice pursuant to Colorado Revised Statute 24-65.5-103.

DEVELOPMENT REVIEW TIMELINE

The application was accepted by the City for review on August 31, 2020. The standard review timeline allows for three reviews within a 20 week timeframe to reach a Planning Commission public hearing. This project required three reviews and will be presented to Planning Commission within 21 weeks of acceptance of the application.

ALIGNMENT WITH CITY COUNCIL STRATEGIC PLAN

This project aligns with the Community and Economic Development strategic goals.

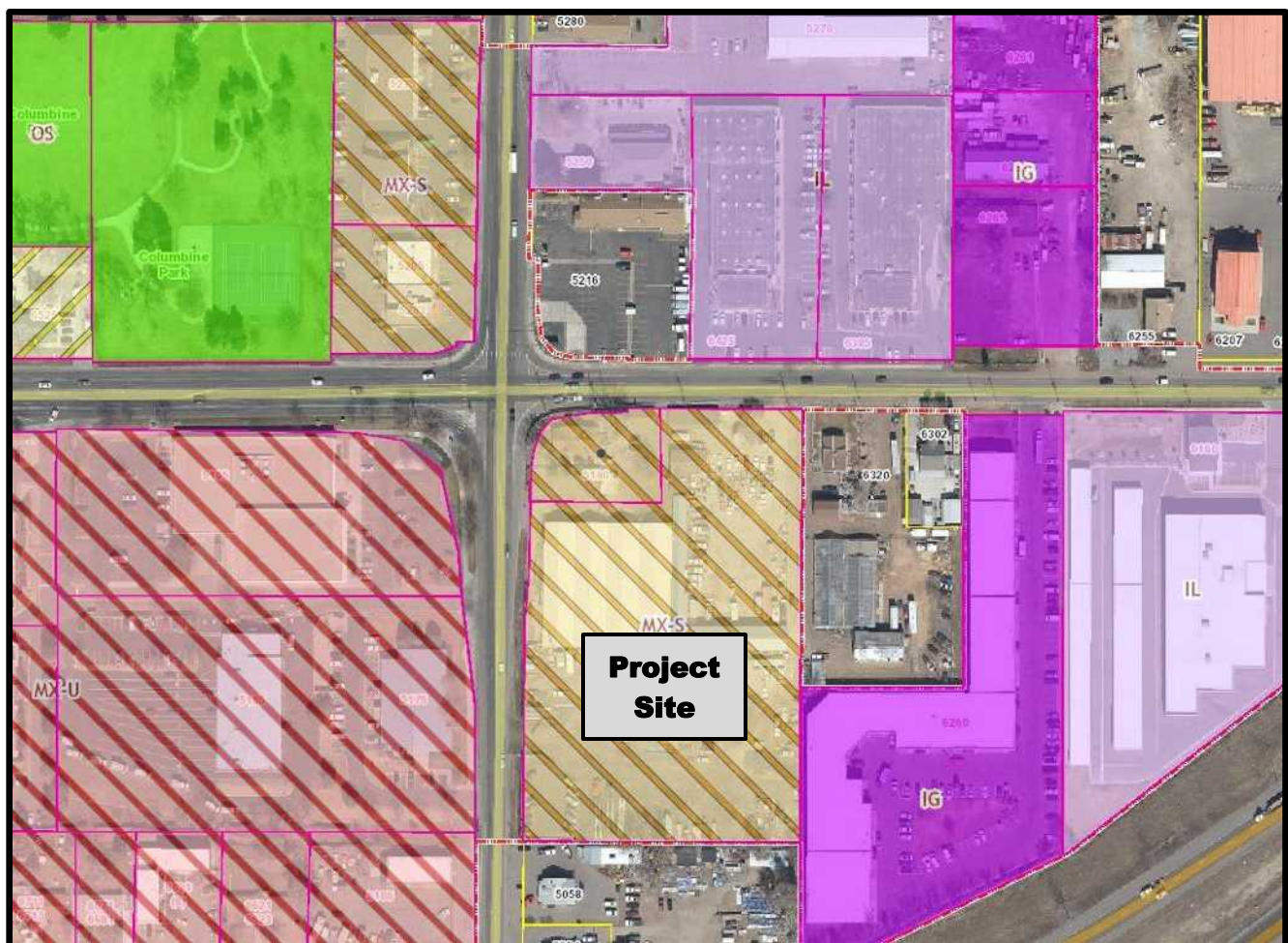
ZONING AND LAND USE

The subject property is currently zoned MX-S and is 4.36 acres in size.

Surrounding properties are zoned and utilized as follows:

Direction	Zoning	Actual Use
North	IL (Light Industrial) and Jefferson County C-1 (Commercial One)	Office & Light Industrial and Retail & Vehicle & Equipment Rental (U-Haul)
South	Split Zoned Parcel: Jefferson County C-1 & R-2 (Residential-Two)	Restaurant and unknown storage yard
East	Split Zoned Parcel: Jefferson County R-2 and A-1 (Agricultural-One)	Single-Family Residential
West	MX-U (Mixed-Use Urban)	Light Industrial & Office (Vehicle Emission Testing Facility & Corporate Office) Warehouse & Office (Complete Business Systems)

Zoning – City of Arvada



Zoning – Jefferson County



PROJECT ANALYSIS

Compliance with the Comprehensive Plan

The project site is within an area designated as Clear Creek on the 2014 Comprehensive Plan Future Land Use map. The proposed Conditional Use is consistent with the following Comprehensive Plan Goals:

- Goal L-5: Designate and promote redevelopment and infill to generate economic revitalization, improve physical conditions, and provide and appropriate mix of quality housing choices.
- Goal N-1: Plan for a range of neighborhoods and accessible housing of different tenure types to accommodate diverse incomes and all ages and abilities.
- Goal N-2: Encourage development of workforce or assisted housing throughout Arvada.

Setbacks

The MX-S zone district requires that urban multifamily buildings be located within a 10 to 35-foot wide frontage zone adjacent to public streets. The side setback is 10 feet, while the rear setback can be zero.

Although setbacks will be reviewed as part of a Site Plan application, should the Conditional Use approval be granted, the conceptual plan included as part of this application indicates that the building will comply with this frontage zone requirement, as well as the side and rear setbacks.

Building Height and Height Transition

The maximum building height allowed in this MX-S zone district is 45 feet. In addition the 45-foot maximum building height, section 2-1-10-4 allows a 15-foot height bonus for projects that include affordable housing units, resulting in a maximum building height of 60 feet.

Although building height will be reviewed as part of a Site Plan application, should the Conditional Use approval be granted, the conceptual plan included as part of this application indicates a maximum building height of approximately 54.5 feet. In order to construct the proposed five-story building, the project will need to be awarded Low Income Housing Tax Credits (LIHTCs) through the Colorado Housing and Finance Authority (CHFA). The conceptual plans include renderings of a four story building, demonstrating what the project might look like should the project not be awarded LIHTCs.

The single family house on the lot to the east of the project site triggers the height transition requirements in the Land Development Code. In this case, the height transition limits the height of the building located within 35 feet of the eastern property line to 35 feet.

Although compliance with the height transition will be reviewed as part of a Site Plan application, should the Conditional Use approval be granted, the conceptual plan included as part of this application indicates that the entire building is located outside of the height transition zone. The closest portion of the building is set back 58 feet from the eastern property line and the majority of the building is set back 132 feet.

Open Space

The MX-S zoning district requires that a minimum of 25 percent of the site be landscape surface area. Additionally, small urban park space is required in an amount equal to 10 percent of the site area.

Compliance with the landscape surface area will be reviewed as part of a Site Plan. However, the conceptual plan indicates that approximately 34 percent of the site will be landscaped and approximately 11% will be utilized as a small urban park.

Landscaping, Buffering and Fencing

Specific details of the landscape plan, including buffering materials and fencing will be reviewed as part of any future Site Plan application. However, the conceptual plan indicates compliance with all applicable landscaping standards including parking lot landscaping, street trees, and bufferyards.

Building Design

The conceptual plan shows a building with a modern architectural theme, with a variety of exterior materials being utilized. Some of the proposed materials identified include synthetic wood, stucco, and brick.



Circulation and Connectivity

There are two points of vehicular access proposed, one off of Marshall St. at the southern edge off the property and the other off W 52nd Ave. at the eastern edge of the property. Fire and emergency access is provided between the two points of access.

A trip generation report was required as part of the Conditional Use application. The report indicates that this project will generate an average of 1,502 weekday trips, with 93 morning and 117 evening peak hour trips. The study concluded the traffic impacts of the proposed project can be accommodated by the adjacent roadway network without major modifications.

With the development, sidewalks will be constructed along Marshall St. and W 52nd Avenue. Pedestrian access to the lobby is located at the northwest corner of the property.

Grading and Drainage

Based on the conceptual plan and associated drainage letter, stormwater will be conveyed to an underground detention and water quality facility system.

Parking and Loading

Per Division 4-5-2 of the LDC, an affordable multifamily project such as this is required to provide 1.4 parking spaces for each studio or one bedroom unit, two spaces for each two bedroom or larger unit, and two loading spaces. Based on the Code, a total of 409 spaces are required. The conceptual plan includes 408 spaces; however, there is room for an additional space on the southernmost and easternmost parking rows. Parking will be reviewed in more detail with a Site Plan application.

Utility Services

This site is served by City of Arvada water. Clear Creek Valley Water and Sanitation District provides sanitary service.

Police and Fire Protection

Police and fire protection is available for this project.

LAND DEVELOPMENT CODE APPROVAL CRITERIA

It is the responsibility of the applicant to justify the requested land use application. The Planning Commission should make a recommendation to the City Council based on its findings regarding the approval criteria shown in the table(s) below and upon testimony heard during the public hearing as it applied to the criteria.

Staff performed an analysis of the proposal, based on the approval criteria listed in Section 8 of the Land Development Code, and presents the following findings:

8-3-5-1 Conditional Use Permit Approval Criteria (5-18-20)	Finding	Rationale
1. The application complies with the applicable standards of this LDC, other adopted City ordinances, resolutions and regulations including but not limited to any use-specific standards for the proposed conditional use in Division 3-1-3, any approved Master Development Plan that includes the property, and any conditions specifically applied to development of the property by the Planning Commission or City Council in a prior decision affecting the property;	Complies	The proposed use complies with all of the requirements of the LDC. No Code modifications are proposed or required.
2. The application is consistent with the Arvada Comprehensive Plan;	Complies	The proposed use is consistent with numerous Comprehensive Plan goals.
3. The use is consistent with the purpose and intent of the zoning district in which it is located;	Complies	The proposed use is consistent with the purpose of the MX-S zone district, which allows for a variety of residential and nonresidential uses, in a mixed-use or single-use configuration. The project, as planned, will comply with all of the dimensional and development standards of the zoning district.
4. The size, scale, height, density, multi-modal traffic impacts, hours of operation and other similar characteristics of the proposed use are comparable with existing and planned uses in the surrounding area;	Complies	The size, scale, height, density, and traffic impacts are consistent with the planned uses in the surrounding area. The land on the west side of Marshall St. has a Comprehensive Plan Future Land Use designation of Mixed-Use and is zoned MX-U which allows for mixed-use buildings up to 65 feet in height. This project would act as a transition between the more intensive development and taller maximum building heights allowed in the MX-U zone district to the west. It is also consistent with the planned

		uses on the west side of Marshall St. north of W 52 nd Ave. which is also zoned MX-S. Much of the surrounding area to the north and west is zoned IL (Light Industrial) or IG (Heavy Industrial) and include industrial uses in large industrial buildings, many of which are two stories in height, but allowed to heights of between 40 and 45 feet, depending on the zoning district, if redeveloped in the future. While the proposed building is taller than the other existing buildings in the area, it complies with the maximum height allowed within the MX-S zone district with the height bonus for LIHTCs. In addition, as explained above, the site layout substantially exceeds the height transition requirement. For these reasons, staff finds that the proposed conditional use is comparable with existing and planned uses in the surrounding area.
5. Facilities and services including sewer, water, storm water, gas, electricity, police and fire protection, and roads and transportation will, prior to or as part of the development, be available to serve the subject property while maintaining adequate levels of service for existing development; and	Complies	All facilities and services are available to this site. The proposed use will not have an adverse impact on facilities or services.
6. The application mitigates any adverse impacts on the surrounding area to the degree practicable.	Complies	The location of the building along the western and northern sides of the property and the design which orients the majority of the units toward the Marshall St and W 52 nd Ave. rights-of-way mitigates adverse impacts on surrounding properties to the degree practicable.

STAFF RECOMMENDATION

Based upon project analysis and review of the Land Development Code approval criteria, staff recommends approval of the Conditional Use.

The Planning Commission may recommend denial of the request(s) if it cannot make affirmative findings of the approval criteria stated above.

CLEAR CREEK COMMONS
SITE DEVELOPMENT PLAN
5190 MARSHALL, ARVADA, CO, 80002

LEGAL DESCRIPTION

PARCEL 1: A TRACT OF LAND IN THE NW 1/4 OF THE SW 1/4 OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6TH P.M. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 25 FEET SOUTH OF THE NORTHEAST CORNER OF SAID NW 1/4 OF THE SW 1/4 OF SECTION 13, THENCE SOUTH ALONG THE EAST LINE OF SAID NW 1/4 OF THE SW 1/4, 548.3 FEET; THENCE WEST AND PARALLEL TO THE NORTH LINE OF SAID NW 1/4 OF THE SW 1/4, 356.25 FEET TO A POINT ON THE EAST LINE OF MARSHALL STREET; THENCE NORTHERLY ALONG THE EAST LINE OF MARSHALL STREET, 548.33 FEET; THENCE EAST AND PARALLEL TO THE NORTH LINE OF SAID NW 1/4 OF THE SW 1/4, 350.00 FEET TO THE TRUE POINT OF BEGINNING, EXCEPTING THEREFROM A TRACT OF LAND IN THE NW 1/4 OF THE SW 1/4 OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID NW 1/4 OF THE SW 1/4 OF SECTION 13, THENCE SOUTH ALONG THE EAST LINE OF SAID NW 1/4 OF THE SW 1/4, 25 FEET; THENCE WEST AND PARALLEL TO THE NORTH LINE OF SAID NW 1/4 OF THE SW 1/4, 180.0 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH AND PARALLEL TO THE EAST LINE OF SAID NW 1/4 OF THE SW 1/4, 126.0 FEET; THENCE WEST AND PARALLEL TO THE NORTH LINE OF SAID NW 1/4 OF THE SW 1/4, 171.45 FEET TO A POINT ON TH EAST LINE OF MARSHALL STREET; THENCE NORTHERLY ALONG THE EAST LINE OF MARSHALL STREET, 126.0 FEET; THENCE EAST AND PARALLEL TO THE NORTH LINE OF SAID NW 1/4 OF THE SW 1/4, 170.0 FEET TO THE TRUE POINT OF BEGINNING AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF ARVADA IN DEED RECORDED APRIL 18, 1985 UNDER RECEPTION NO. 85036218. PARCEL 2: A TRACT OF LAND IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, THENCE SOUTH ALONG THE EAST LINE OF THE SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4, 25 FEET; THENCE WEST AND PARALLEL TO THE NORTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4, 180.0 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH AND PARALLEL TO THE EAST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4, 126.0 FEET; THENCE WEST AND PARALLEL TO THE NORTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4, 171.45 FEET TO A POINT ON THE EAST LINE OF MARSHALL STREET; THENCE NORTHERLY ALONG THE EAST LINE OF MARSHALL STREET, 126.0 FEET; THENCE EAST AND PARALLEL TO THE NORTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4, 170.0 FEET TO THE TRUE POINT OF BEGINNING; EXCEPT THAT PORTION DESCRIBED IN DEED RECORDED APRIL 18, 1985 UNDER RECEPTION NO. 85036220, COUNTY OF JEFFERSON, STATE OF COLORADO.
DEVELOPMENT NOTE: This proposal constitutes the maximum number of stories and/or number of units the developer intends to construct within the current land development code. The final development and structure may be reduced in stories and/or the number of units to achieve the developer's final desired project at this location. See sheet 10 of 10 for renderings of a sample 4 story design.

ZONING INFORMATION

ZONE DISTRICT	MX-S	
GENERAL ZONE LOT INFORMATION	SQ-FT	ACRES more-or-less
TOTAL ZONE LOT SIZE (GROSS PROJECT AREA)	189,992sf.	±4.36
TOTAL ROW DEDICATED AREA	2290sf	
TOTAL ZONE LOT SIZE MINUS ROW DEDICATION	187,702sf.	±4.30
PRIMARY STREET	WEST 52nd AVENUE	
SIDE STREET	MARSHALL	
PROPOSED USE	URBAN MULTI-FAMILY	
LOT STANDARDS	REQUIRED/ ALLOWABLE	PROVIDED
MAX LOT COVERAGE	60%/112,621sf	42.1%/79,120sf
BUILDING AND SITING STANDARDS	REQUIRED/ ALLOWABLE	PROVIDED
PRIMARY STREET FRONTAGE ZONE	10'/35'	VARIES 23'-4 ⁵ / ₈ "
MIN. FRONT (52nd AVE) BUILDING FACADE WITHIN FRONTAGE	20%=68.67'	74%=255.1'
MIN. SIDE (MARSHALL) BUILDING FACADE WITHIN FRONTAGE	20%=108.33'	38%=204'
SIDE STREET	10'/35'	VARIES 28'-6 ¹ / ₂ "
SIDE INTERIOR	10'	VARIES 58'-2 ³ / ₈ "
REAR	10'	90'-7"
BUILDING STANDARDS	REQUIRED/ ALLOWABLE	PROVIDED
BUILDING HEIGHT, FT MAX = 45'	SEE BELOW	SEE BELOW
45' max. height in MX-S with 15'-0" increase per section 2-1-10-4 of the LDC =	60'	59'-0"
SITE STANDARDS	REQUIRED/ ALLOWABLE	PROVIDED
MIN. LANDSCAPE AREA	25%	35.9%
MIN. URBAN PARK	10%	11.9%

SHEET INDEX

1 OF 10	COVER
2 OF 10	LAND SURVEY PLAT
3 OF 10	SITE PLAN
4 OF 10	GRADING & UTILITY PLAN
5 OF 10	LANDSCAPE PLAN
6 OF 10	ARCHITECTURAL FLOOR PLANS
7 OF 10	ARCHITECTURAL ELEVATIONS
8 OF 10	ARCHITECTURAL ELEVATIONS
9 OF 10	ARCHITECTURAL RENDERINGS 3D VIEWS
10 OF 10	ARCHITECTURAL RENDERINGS 3D VIEWS

VICINITY MAP



PROJECT LOCATION



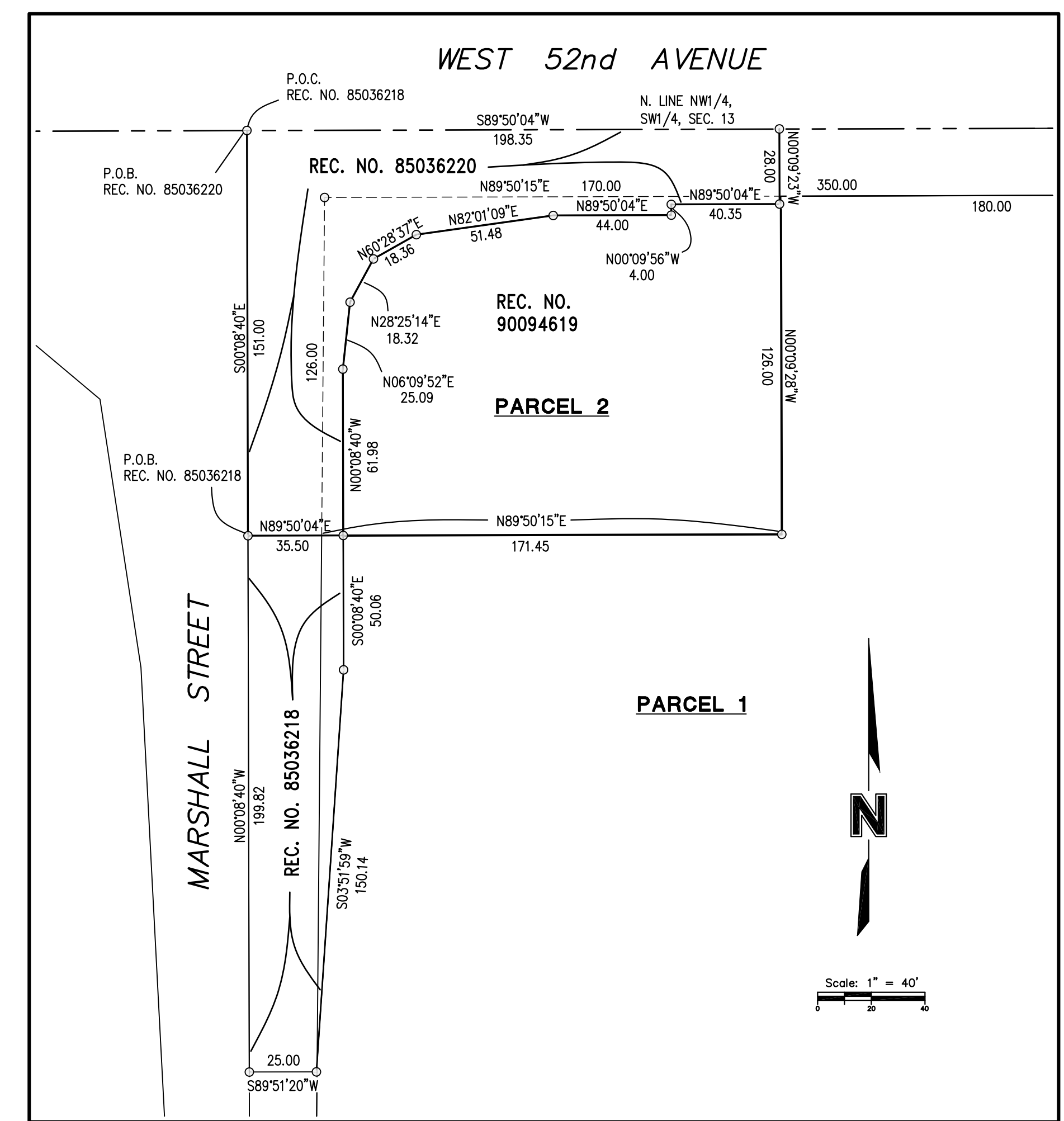
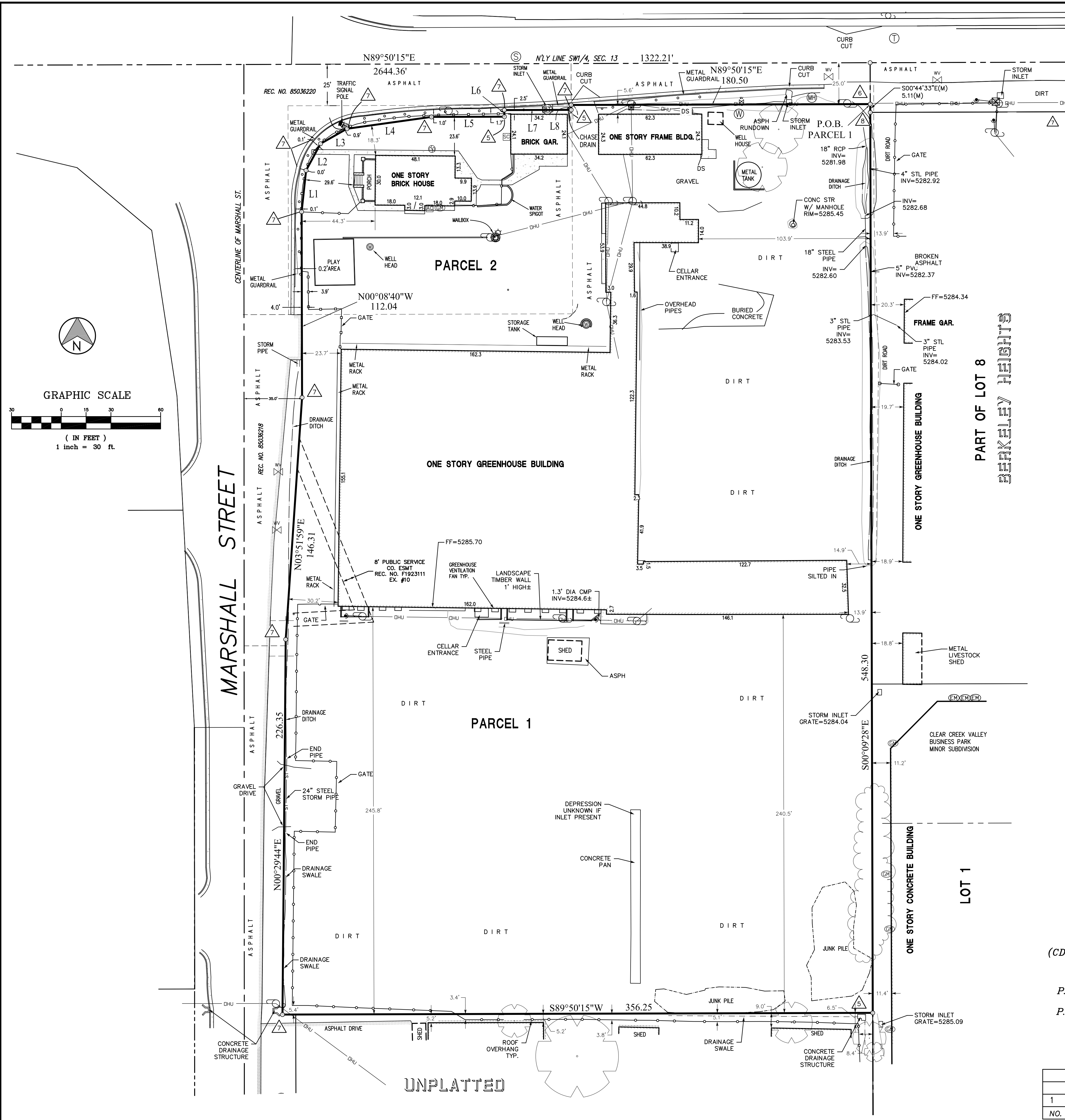
DATE	ISSUE
7.31.2020	City Submittal
10.16.2020	Revised City Submittal
12.02.2020	Revised City Submittal

COVER

SHEET 1 OF 10

PROJECT NO. PA2020-0021

P:\Esl Projects\5190 Marshall St\dwg\esl 5190 Marshall St.dwg 11/25/2015 5:11:11 PM MST



- LEGEND**
- UTILITY POLE
 - CHAINLINK FENCE
 - DHU OVERHEAD UTILITY LINES
 - CONCRETE
 - TRAFFIC SIGNAL POLE
 - TRAFFIC VAULT
 - EDGE OF ASPHALT
 - WOODEN FENCE
- MONUMENT LEGEND**
- FOUND A 3-1/4" ALUMINUM CAP IN A RANGE BOX STAMPED AS SHOWN HEREON AT THE WEST QUARTER CORNER OF SECTION 13
 - FOUND A 2-1/2" BRASS CAP IN A 2" CONCRETE DIVIDER 2.6' OFF OF THE GROUND STAMPED AS SHOWN HEREON AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 13
 - FOUND A 3-1/4" ALUMINUM CAP IN A RANGE BOX STAMPED AS SHOWN HEREON AT THE SOUTHWEST CORNER OF SECTION 13
 - DID NOT LOCATE THIS CORNER. ESTABLISHED THE SURVEY POSITION FROM THE CITY OF WHEAT RIDGE CONTROL DATA. THIS DATA AGREES WITH OTHER LAND SURVEY PLATS AND CDOT INFO.
 - FOUND A GREEN PLASTIC CAP ON A #5 REBAR STAMPED "FRONTIER SURV. - PLS 30830"
 - SET A NAIL AND WASHER UNDER THE DIRT IN THE ASPHALT SURFACE STAMPED "PLS 30830"
 - SET A YELLOW PLASTIC CAP STAMPED "ESI LAND SURV - PLS 30830"
 - FOUND A YELLOW PLASTIC CAP ON A REBAR STAMPED "LS 10945"
 - FOUND A 1.5" ALUMINUM CAP ON A REBAR STAMPED "ENG SVC - PLS 16837"
 - FOUND A STEEL ROD
- (R) - RECORD ANGLES & DISTANCES ARE AS SHOWN ON RECORDED DEEDS AND PLATS
- (M) - MEASURED ANGLE AND/OR DISTANCE AS PER FRONTIER SURVEYING, INC. FIELD SURVEY
- (S) - ANGLE AND/OR DISTANCE AS PER FRONTIER SURVEYING, INC. FIELD SURVEY
- (CDOT) - ANGLE AND/OR DISTANCE AS PER THE COLORADO DEPARTMENT OF TRANSPORTATION DEEDS AND RIGHT OF WAY SURVEY
- P.O.C. - POINT OF COMMENCEMENT
- P.O.B. - POINT OF BEGINNING

NO.	DATE	DESCRIPTION	BY
1	11/05/15	FINAL SURVEY	D.L.L.

Esi land surveying, llc

3531 S. Logan St. 303-340-0113
Unit D-324
Englewood, CO 80113

LAND SURVEY PLAT
SITUATED IN
THE SW1/4 SECTION 13, TOWNSHIP 3 SOUTH
RANGE 69 WEST OF THE SIXTH P.M.
CITY OF ARVADA, JEFFERSON COUNTY, COLORADO
FIELD WORK COMPLETED NOVEMBER 5, 2015

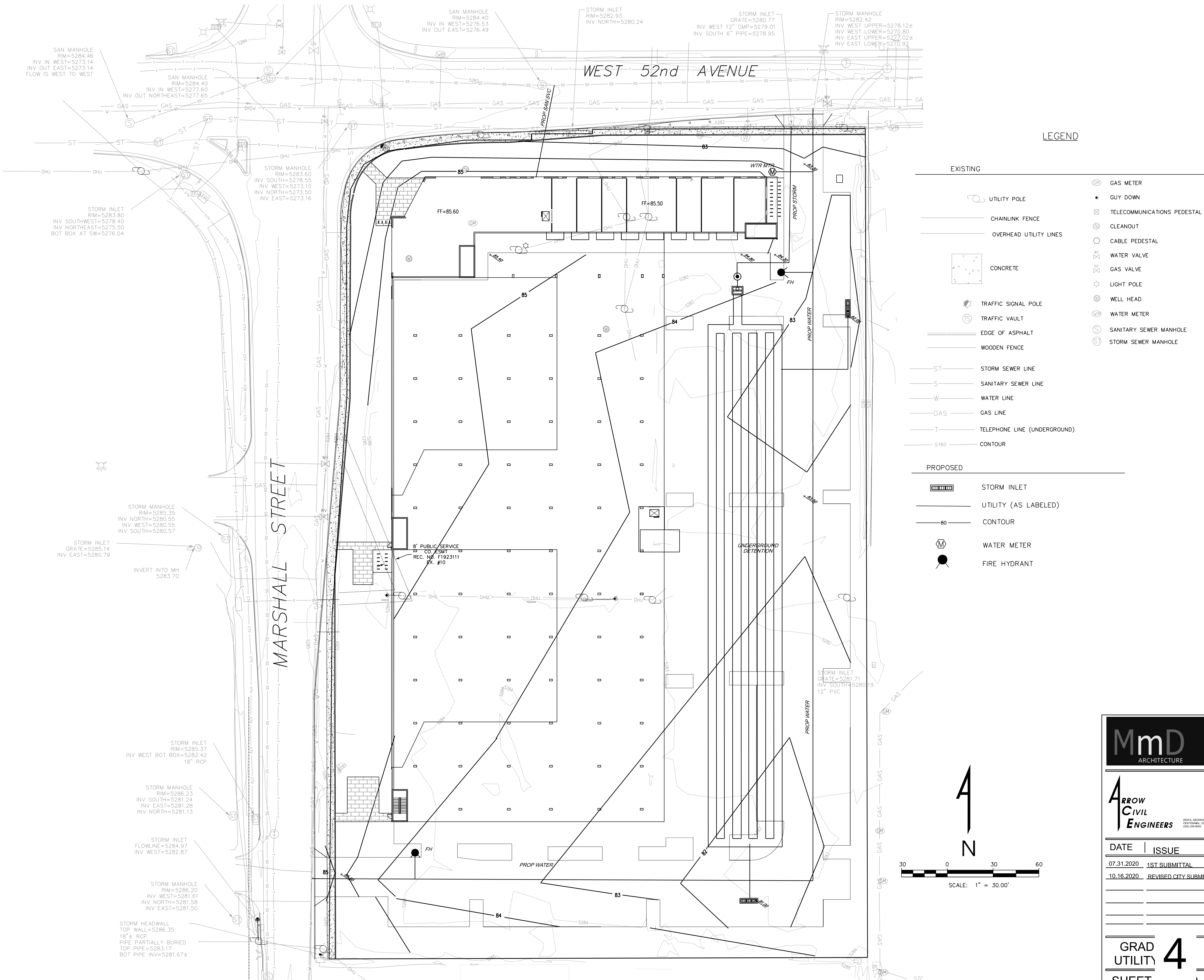
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CLEAR CREEK COMMONS

SITE DEVELOPMENT PLAN

5190 MARSHALL, ARVADA, CO 80002



MmD
ARCHITECTURE

ARROW
CIVIL
ENGINEERS

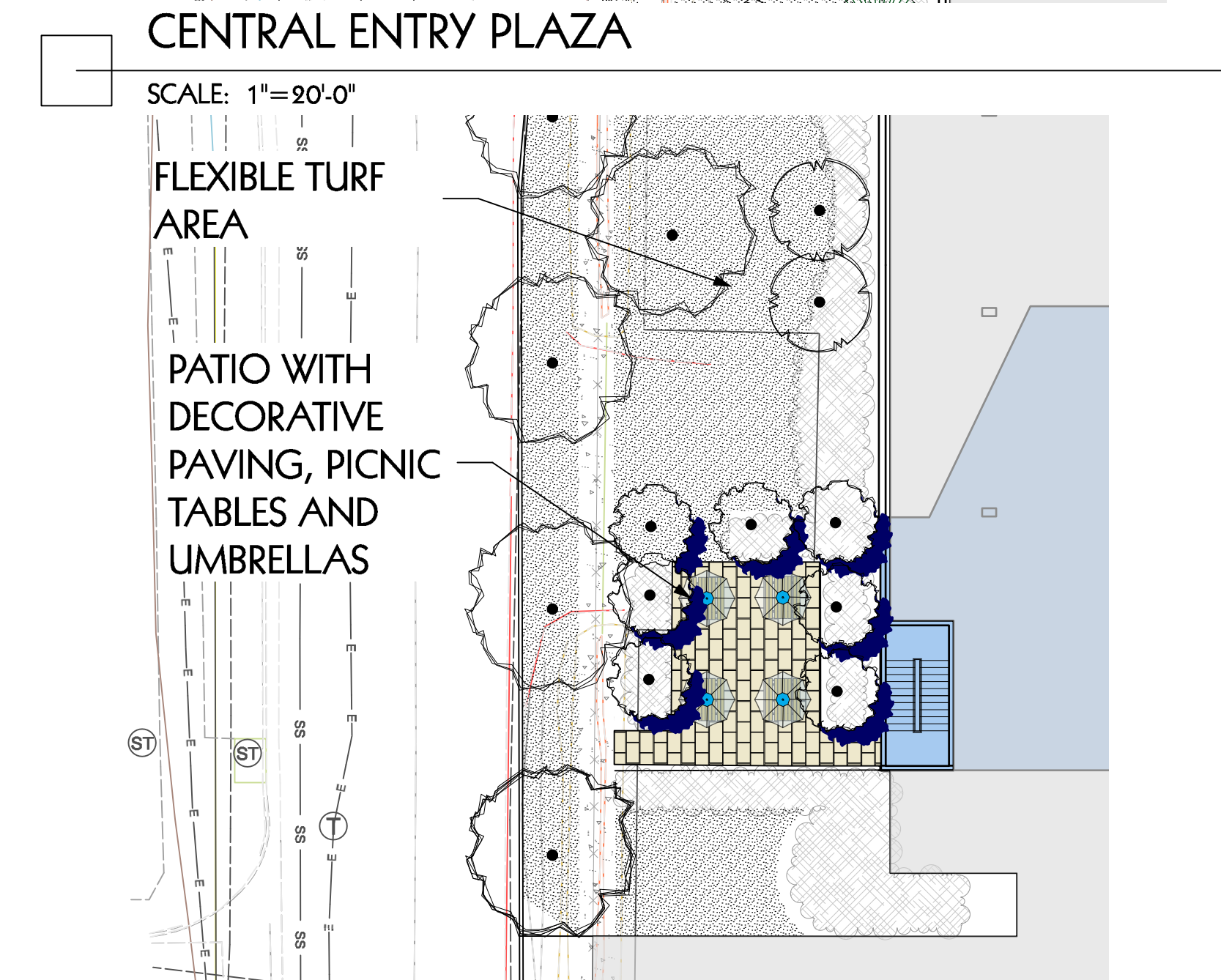
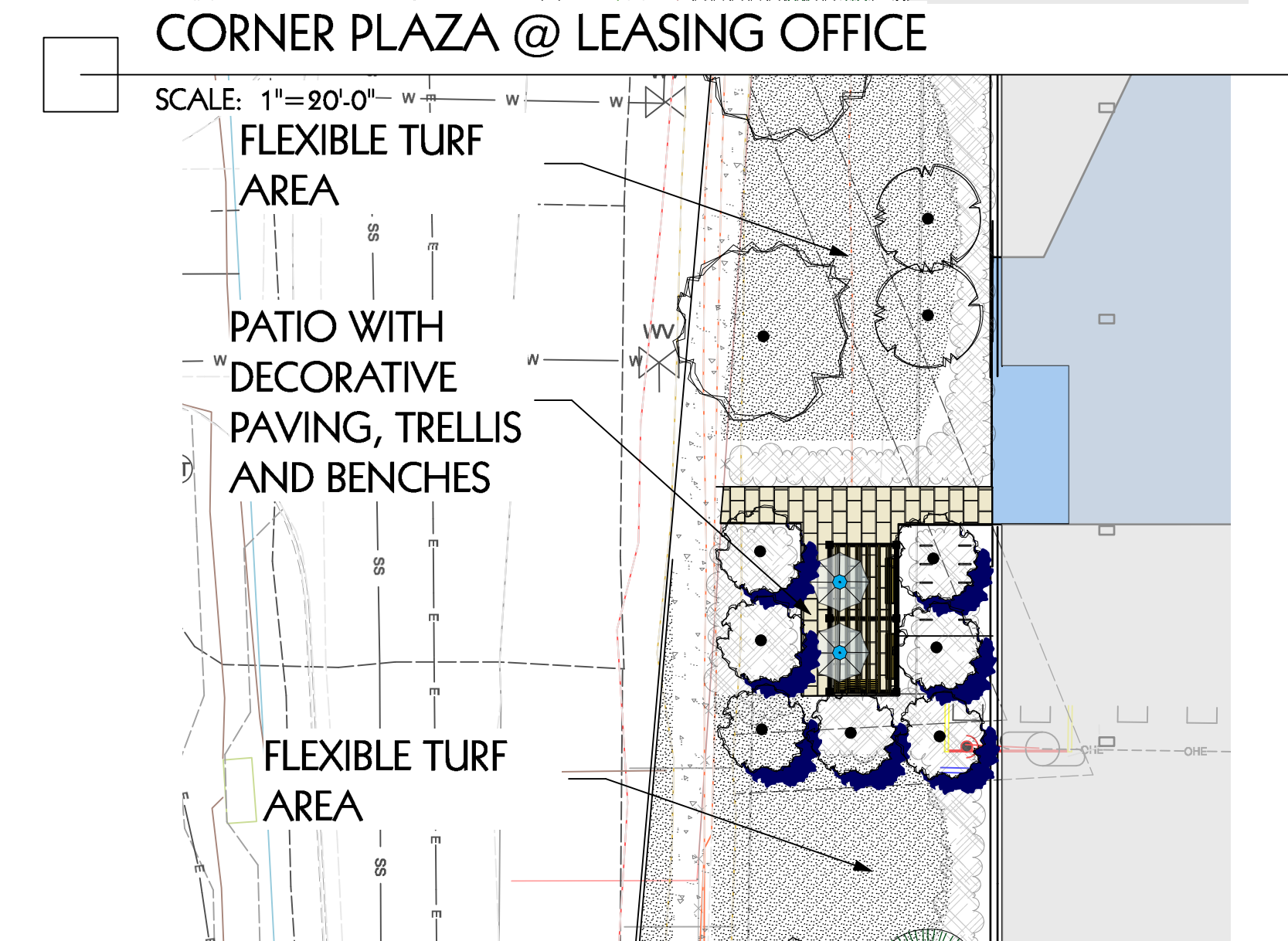
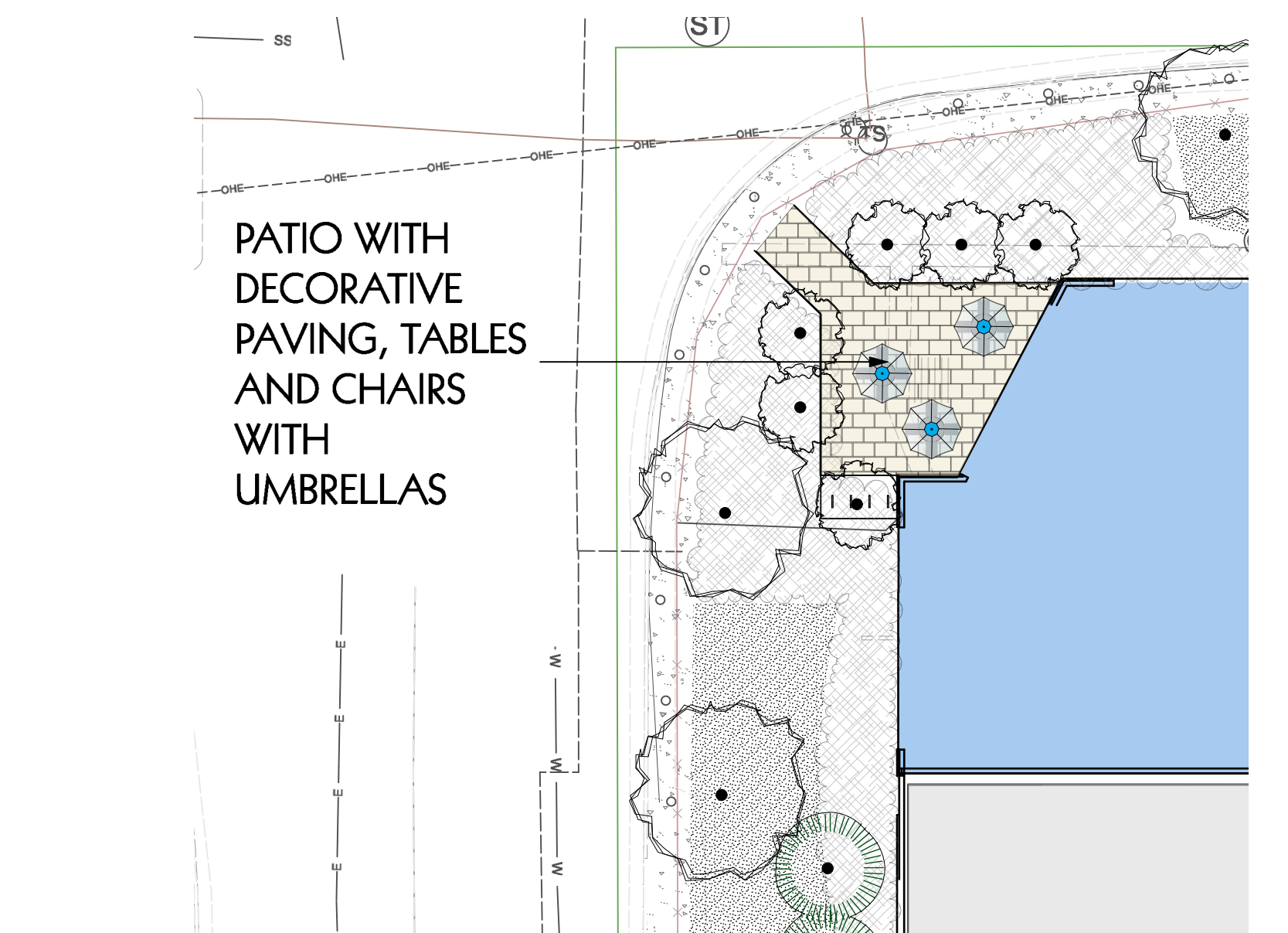
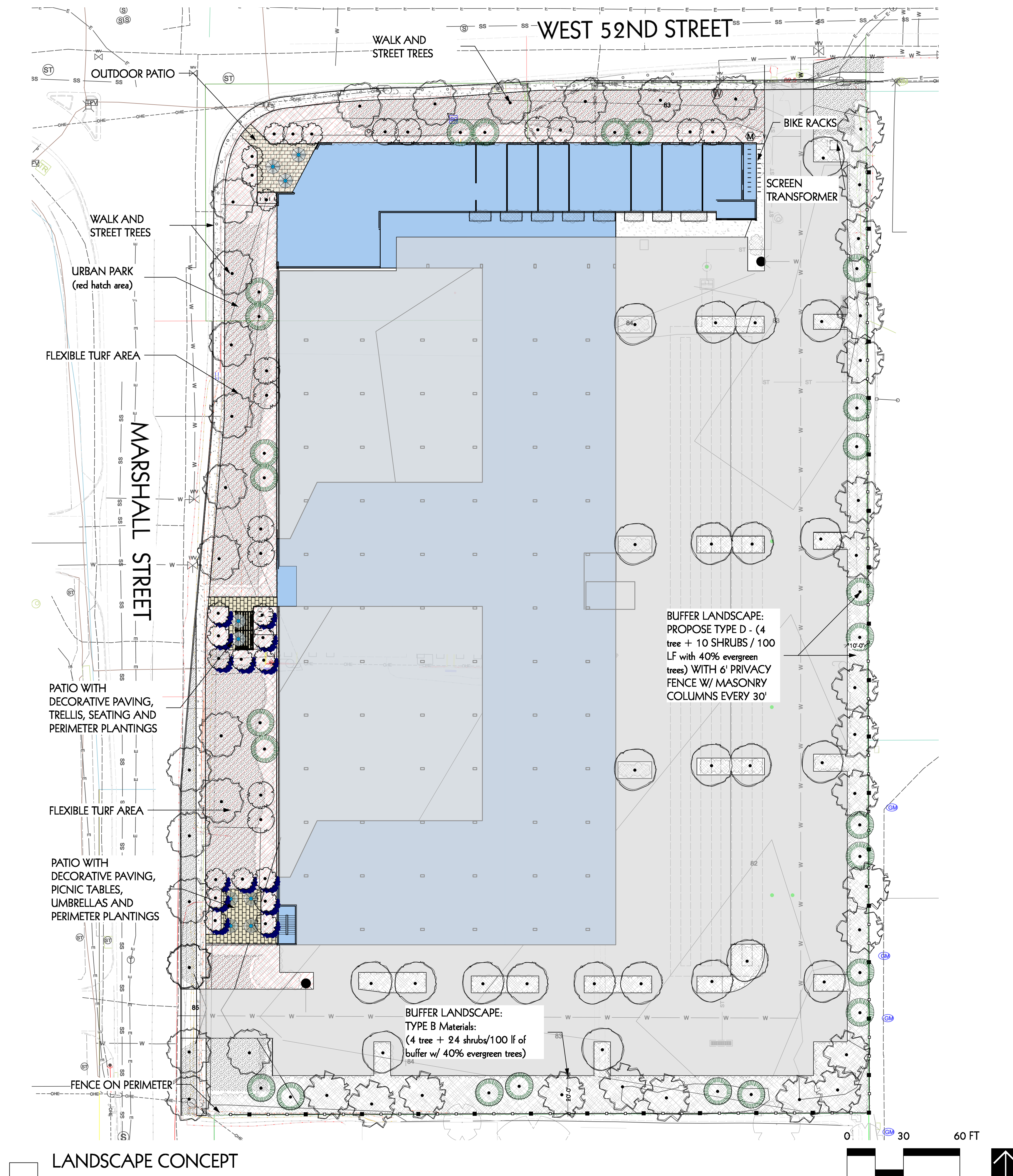
DATE | ISSUE

07.31.2020 | 1ST SUBMITTAL

10.16.2020 | REVISED CITY SUBMITTAL

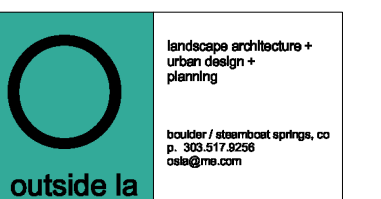
GRAD
UTILITY
SHEET

4



NOTES:

1. ALL PLANTS TO BE SELECTED FROM ARVADA APPROVED PLANT LIST
2. FINAL PLANS TO BE STAMPED, SIGNED & DATED BY CO. REGISTERED LANDSCAPE ARCH.

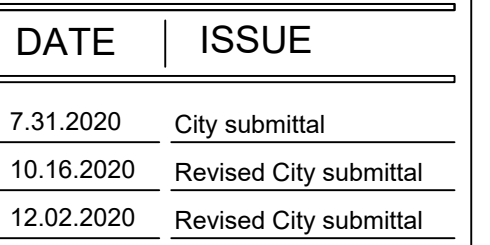
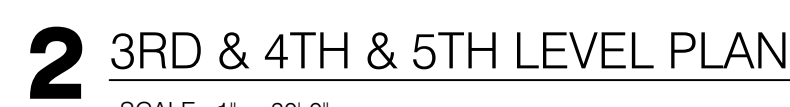


DATE	ISSUE
7.31.2020	City submittal
10.16.2020	Revised City submittal
12.02.2020	Revised City submittal #2

LANDSCAPE CONCEPT PLAN

5190 MARSHALL, ARVADA, CO 80002

WEST 52nd Ave



SHEET 6 OF 10

PROJECT NO. PA2020-0021

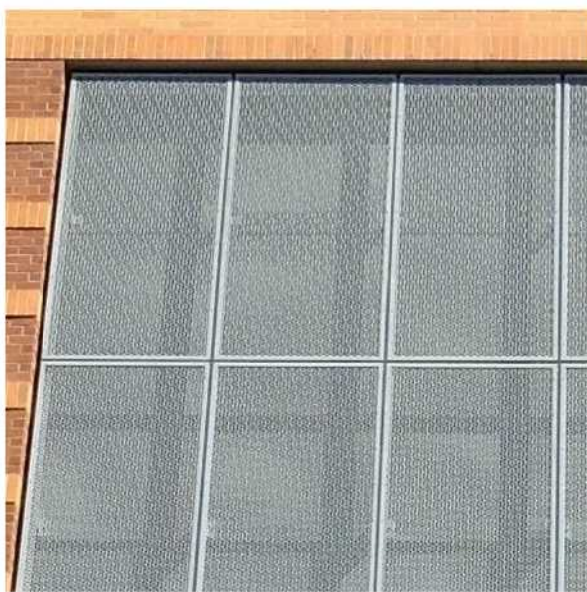
CLEAR CREEK COMMONS

SITE DEVELOPMENT PLAN

5190 MARSHALL, ARVADA, CO, 80002



1 MARSHALL STREET (WEST) ELEVATION
SCALE: 1/16" = 1'-0"



ILLUSTRATIVE ONLY FOR CONCEPT. DRAWINGS WILL BE PROVIDED DURING THE BUILDING PERMIT PROCESS

4 EXAMPLE GARAGE SCREEN DETAIL



2 52nd AVE (NORTH) ELEVATION
SCALE: 1/16" = 1'-0"

3 52nd AVE (NE ANGLE) ELEVATION
SCALE: 1/16" = 1'-0"

PRIMARY STREET - 52nd AVE. & NW CORNER ELEVATION FACADE (TRANSPARENCY)

CLEAR GLAZING AREA

REQUIRED (MIN.)

15,411 SQ FT * 20%
= 3,082 SQ FT

PROVIDED

5,757 SQ FT GLAZING / 15,411 SQ FT BUILDING FACADE
= 37% TRANSPARENCY

SIDE STREET - MARSHALL ST. ELEVATION FACADE (TRANSPARENCY)

CLEAR GLAZING AREA

REQUIRED (MIN.)

21,634 SQ FT * 20%
= 4,327 SQ FT

PROVIDED

7,148 SQ FT GLAZING / 21,634 SQ FT BUILDING FACADE
= 33% TRANSPARENCY

MmD
ARCHITECTURE

DATE | ISSUE

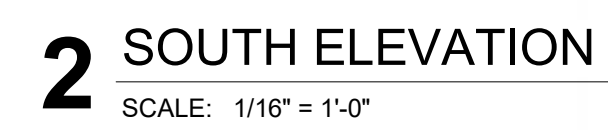
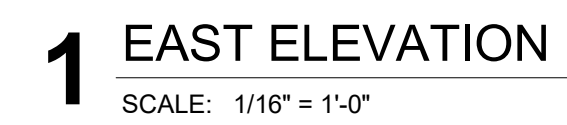
7.31.2020 City Submittal
10.16.2020 Revised City Submittal
12.02.2020 Revised City Submittal

BUILDING ELEVATIONS

SHEET 7 OF 10

PROJECT NO. PA2020-0021

5190 MARSHALL, ARVADA, CO, 80002



CLEAR CREEK COMMONS
SITE DEVELOPMENT PLAN
5190 MARSHALL, ARVADA, CO, 80002



1 5 STORY OPTION / AERIAL VIEW FROM 52nd AND MARSHALL



2 5 STORY SOUTHWEST PERSPECTIVE FROM MARSHALL



3 5 STORY NORTH EAST PERSPECTIVE FROM W. 52nd AVE



DATE	ISSUE
7.31.2020	City Submittal
10.16.2020	Revised City Submittal
12.02.2020	Revised City Submittal

5 STORY OPTION
3D VIEWS

SHEET 9 OF 10

PROJECT NO. PA2020-0021

CLEAR CREEK COMMONS
SITE DEVELOPMENT PLAN
5190 MARSHALL, ARVADA, CO, 80002



1 4 STORY OPTION / AERIAL VIEW FROM 53ND AND MARHALL



2 4 STORY SOUTHWEST PERSPECTIVE FROM MARSHALL



3 4 STORY NORTH EAST PERSPECTIVE FROM W. 52nd AVE



DATE	ISSUE
7.31.2020	City Submittal
10.16.2020	Revised City Submittal

4 STORY OPTION
3D VIEWS

SHEET 10 OF 10

PROJECT NO. PA2020-0021

5190 Marshall / Clear Creek Commons

Meeting Notes on January 7, 2020 Zoom Neighborhood Meeting

The following details the major items from the zoom meeting held by Ilan Salzberg, principal, Brew Lab LLC, as redevelopers of the parcel at 5190 Marshall in coordination with Jacob Nitchals on behalf of Arvada Planning and Zoning.

In attendance via zoom were the immediately adjacent neighbors of the site to the East and South, both in unincorporated Jefferson County and other interested neighbors owning land in the vicinity.

The project received general support as a needed enhancement and welcome upgrade for the area from all but the neighbor to the east.

There was substantial discussion as to the need for new asphalt grading and bike lanes on Marshall and forethought in roadway design to address traffic concerns. There was substantial additional discussion as to road widening and turn out lanes that was beyond the scope of the Clear Creek Commons project but nonetheless received significant attention. Despite the concern, neighbors acknowledged that currently no one had experienced waits of more than one light cycle at the 52nd and Marshall intersection and traffic does flow rather well. There were some concerns raised as to additional traffic impacts of the proposed residential use. Neighbors were referred to the transportation study included in the Clear Creek Commons Application for impacts from the proposed project.

The neighbor to the east raised concerns over the location of the proposed curb cut 35 feet west of the property line and this impact on her property. The developer and the city explained that the proposed curb cut was placed in its location on consultation with transportation engineering as best practice away from the existing intersection. The significant buffering between the adjacent property and the proposed curb cut was shown to little effect.

The neighbor to the east further raised concern as to the shade impact of the new structure. The developer showed the attached study detailing the developer's decision to pull the property 58' off the east property line. The solar impacts on the adjacent property are far greater from the required tree planting 5' off the property line. The developer explained that other site uses, including industrial would result in building a 35' building at 10' from the property line with far more dramatic impacts, similar to the Clear Creek Business Park that abuts the neighbor property on the south and west. The Developer further explained that the bulk of the proposed building is located in almost precisely the same location as the tallest existing buildings on site. This did little to change this neighbor's position that they would bear the brunt of the impacts of this redevelopment.

The neighbor asked at length if the owners of the Clear Creek Business Park had been notified of the meetings and plans. It was confirmed that they were notified and all required processes had been followed.

The other neighbors consistently wished the project success and appreciated the thoughtful design. There was some focus and aspiration that the greenhouse project to the west of Marshall be redeveloped as well. This again was outside the focus of the night's meeting.

The meeting lasted One hour and fifteen minutes.

PLANNING COMMISSION MEETING MINUTES

January 19, 2021

Synopsis of Meeting Minutes from January 19, 2021 Planning Commission

DA2020-0077 A Conditional Use Application For Clear Creek Commons, Approximately Located At The Southeast Corner Of West 52nd Avenue And Marshall Street

Mr. Owens entered into the record the Staff Report DA2020-0077 dated January 19, 2021, affidavit of mailing, posting log and public comment that was received via email.

Mr. Nitchals gave a brief overview of the project and the application for a Conditional Use Application. Staff recommends approval.

Mr. Salzberg, applicant, gave an overview of the design of the proposed project. He discussed the details and constraints of the site and nearby areas. He explained the reasons that the project fits the requirements for a Conditional Use Application.

Mr. Owens opened the hearing for comments from the public.

PUBLIC COMMENT

IN FAVOR

Brandon Figliolino, emailed his comment and stated he supports the conditional use permit for the Clear Creek Commons project. I think it will bring much needed housing to this area of the city, and in reading the public hearing meeting summary, believe the developer did a good job of connecting with nearby residents to put forth a project that benefits everyone.

IN OPPOSITION

Pauline Spano, resident to the east of the proposed project. She referenced recorded documents and stated she has an easement over the adjacent property. She is opposed to this project, because they have greenhouses which are currently not being used. They have been there for 78 years and if the five story building goes in, it will hugely impede on them as far as sunlight and the view.

Nancy Young, resident, discussed her concerns that 52nd and Marshall is retail commercial in nature and that residential is out of place on that street. She expressed concerns about a Kombucha Brewery and retail that will be lost with redevelopment of the site. She also expressed her concern about the proposed project being vague and uncertain. She agrees that affordable housing is needed in Arvada. She stated, that this project should be approved only with the condition that it be affordable housing.

Roxy Vendena, resident, had no comment.

PLANNING COMMISSION MEETING MINUTES

January 19, 2021

APPLICANT REBUTTAL

Mr. Salzberg stated that Ms. Spano brought up the asserted easement years ago and his title company does not recognize the easement. He said that documentation had been provided to Mr. Nitchals. He responded to Ms. Young's comment about the Kombucha permit stating there is no active license for a Kombucha user at the old farm house. He stated this area is ideal for retail; however, retail follows roof tops. He responded to the concerns about the existing greenhouses stating there will be a nominal impact on solar access.

Mr. Owens closed public comment.

QUESTIONS FROM THE COMMISSION

Mr. Griffith stated his appreciation of the work put into this project, acknowledging there are benefits to this project. He believes in the concept of retail following rooftops, but he also knows retail follows activation and public life. He recommended activating the ground floor of the building along Marshall St. He approves of the smaller workforce housing development and affordable housing. He also recommends looking at ground level retail, such as a coffee shop. He asked what size the units will be.

Mr. Salzberg responded 36 two-bedroom units with the remainder approximately evenly split between one-bedroom and studios. Mr. Salzberg agrees with the recommendation regarding ground level retail and stated that the lobby is large enough that they could consider it in the future if it is conducive to the area.

There was discussion between Mr. Griffith and Mr. Owens, to add a condition that approval be based on the project receiving Low Income Housing Tax Credits.

Mr. Gay asked Staff, is there a concern on the mixed use zoning being retail and housing.

Mr. Nitchals responded City Staff evaluates these on case-by-case bases. That is why Council required a Conditional Use for developments with a residential land use in the Mixed-Use zone districts with the Land Development Code update. He reiterated what mixed use is.

Mr. Magee asked the applicant if the tax credit is part of the financial strategy to finance the project.

Mr. Salzberg responded the project could go two different directions. He stated if LIHTCs are available, this would be the preference. If not, I would do a market rate project.

PLANNING COMMISSION MEETING MINUTES

January 19, 2021

There was further discussion between Mr. Magee and Mr. Salzberg on how the project would have to be 100% LIHTCs. Mr. Salzberg would like to move forward with the project even if LIHTCs is not available. Mr. Magee applauded Mr. Salzberg's willingness to address the existing neighbor's concerns.

Mr. Magee asked staff if Jefferson County has been contacted in any aspect of this project.

Mr. Nitchals responded Jefferson County was involved in the rezoning of this property to MX-S. They will be a referral agency when the actual site plan application comes in. He stated they have not been involved in the Conditional Use Application.

Mr. Magee added a few comments regarding the traffic study. Just to the south which is Wheat Ridge, traffic will bottle neck. He agrees with Mr. Owens to add the condition regarding affordability. He stated if this project is not granted LIHTCs, the applicant would be allowed to apply for a new Conditional Use for a four-story market rate project.

Mr. Griffith asked Mr. Salzberg for a ballpark timeframe of having clarity on which way the project may go.

Mr. Salzberg responded it's a cart before the horse situation. We need thumbs up from the City, before the Colorado Housing and Finance Authority (CHFA) will award the project LIHTCs. He expressed his hope for approval to move forward with either option, LIHTCs or market rate.

Commissioners agreed that workforce housing would be highly desirable in this area.

Mr. Owens expressed his concern on Criteria 6, the mitigation on the adverse impacts on the surrounding area. He stated that no one has the right to a view and he understands the Spano Family has been there for years. His concern is regarding the solar impact and that a solar study has not been performed on the proposed building. The current use is for greenhouses on the adjacent property. He is not comfortable going forward without a solar study. His other concern is if the commission grants a Conditional Use Application then any type of housing could be built here.

The Commissioners had discussion on the solar study/impact and the use by right aspect of the Conditional Use. A question was raised on how long the greenhouses have been inactive. If it's been 20 to 30 years, then it's unlikely that they will be used in the future.

Mr. Salzberg commented he could obtain a solar study, but a setbacks study was done in lieu of a solar study.

PLANNING COMMISSION MEETING MINUTES

January 19, 2021

Mr. Owens commented Mr. Salzberg is asking for the Commission to grant this conditional use application. However, the Commission has to balance what is the best use for Arvada and that neighborhood. He stated we need affordable housing in Arvada and if that is obtainable that is a tradeoff.

Ms. Connell expressed the same concern as Mr. Owens.

Mr. Griffith asked Staff if there are other affordable housing projects that could be looked at to compare the cart before the horse situation that Mr. Salzberg mentioned and how we got around that on those projects.

Mr. Smetana responded there have been three different projects that applied for Low Income Housing Tax Credits through CHFA. In all three cases CHFA wanted a letter from the City saying it is approvable and we provided it in those cases. CHFA is hesitant to grant funds for a project that doesn't have at least the zoning in place. Allison Village which is MX-U also, was a Conditional Use Application and the City did grant it.

Mr. Magee expressed his concern on having one vote for two projects, tax credit vs. market rate.

Mr. Smetana brought up the criteria for a Conditional Use Application and advised the Commission that they are being asked if a residential use is appropriate at this location and are there factors that need to be migrated to allow that residential use. The actual site design would be reviewed at the site plan level. Should the City Council approve the Conditional Use Application.

MOTION:

It was moved by Mr. Magee, that DA2020-0077, a Conditional Use Application for Clear Creek Commons, approximately located at the southeast corner of West 52nd Avenue and Marshall Street, be recommended to City Council for approval.

This motion is based on the findings of fact and approval criteria on Pages 8 and 9 of the Staff Report.

DISCUSSION OF MOTION DA2020-0077

Mr. Griffith motioned to amend the motion to include a condition that the applicant achieves the Low Income Housing Tax Credits, LIHTCs to move forward.

The following votes were cast on the amended motion:

Those voting Yes: Owens, McCarron, Gay, Connell, Griffith, Magee, Hannan

Those voting No: None

Those absent: None

PLANNING COMMISSION MEETING MINUTES

January 19, 2021

The motion carried 7-0.

Mr. Owens explained that they are voting to recommend approval of the Conditional Use Application, with the condition that the tax credits for affordable housing are required.

DISCUSSION OF THE AMENDED MOTION DA2020-0077

Mr. Griffith stated his appreciation to the applicant for doing business in Arvada.

Mr. Owens suggested acquiring a solar study so it could be reviewed at City Council. He stated the reason he supports the amendment is because of Criteria 4.

The following votes were cast on the motion:

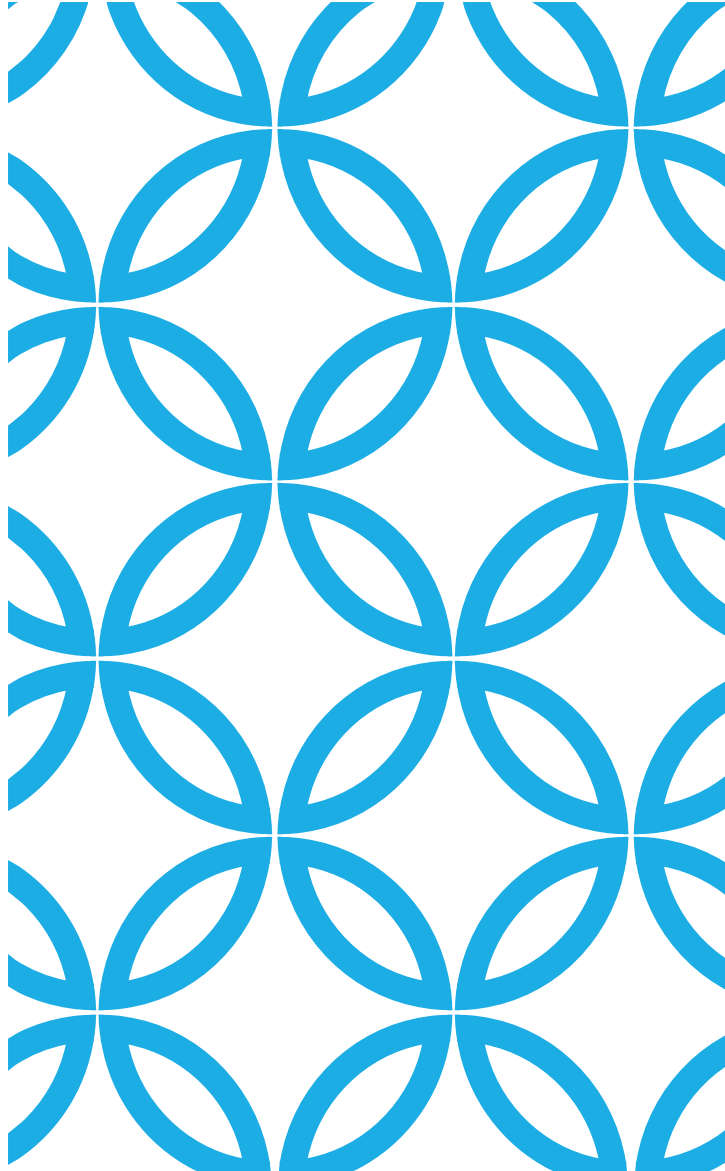
Those voting Yes: Owens, McCarron, Gay, Connell, Griffith, Magee, Hannan

Those voting No: None

Those absent: None

The motion carried 7-0.

Mr. Owens explained that the motion carried as amended.



CLEAR CREEK COMMONS

An opportunity for improvement at
52nd Avenue and Marshall Street

CONTENTS

Location & Site Plan

Project Design

- Flexibility for Market Changes

Community Impact

- Solar Study

Affordability

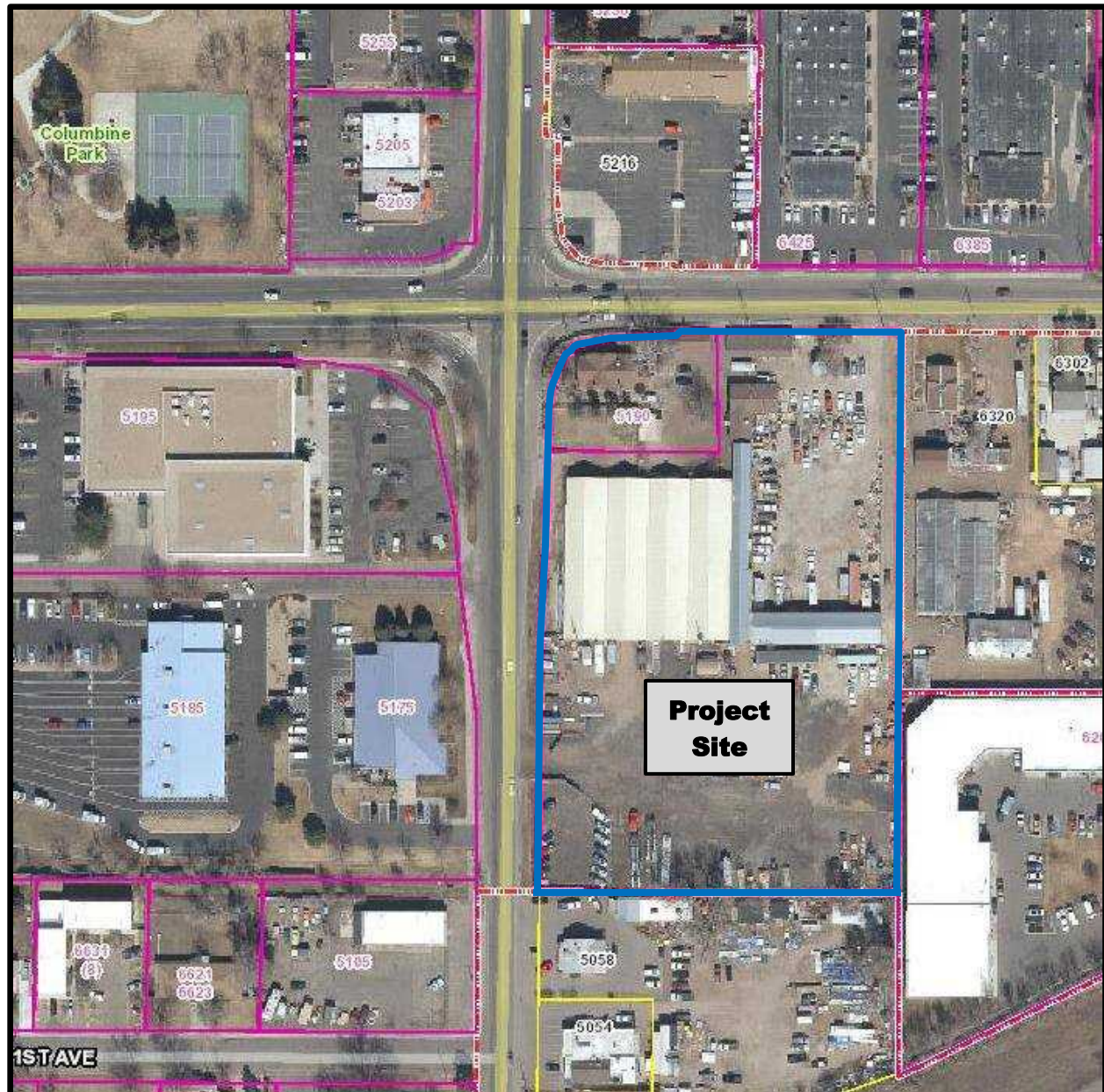
Our proposal--

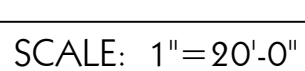
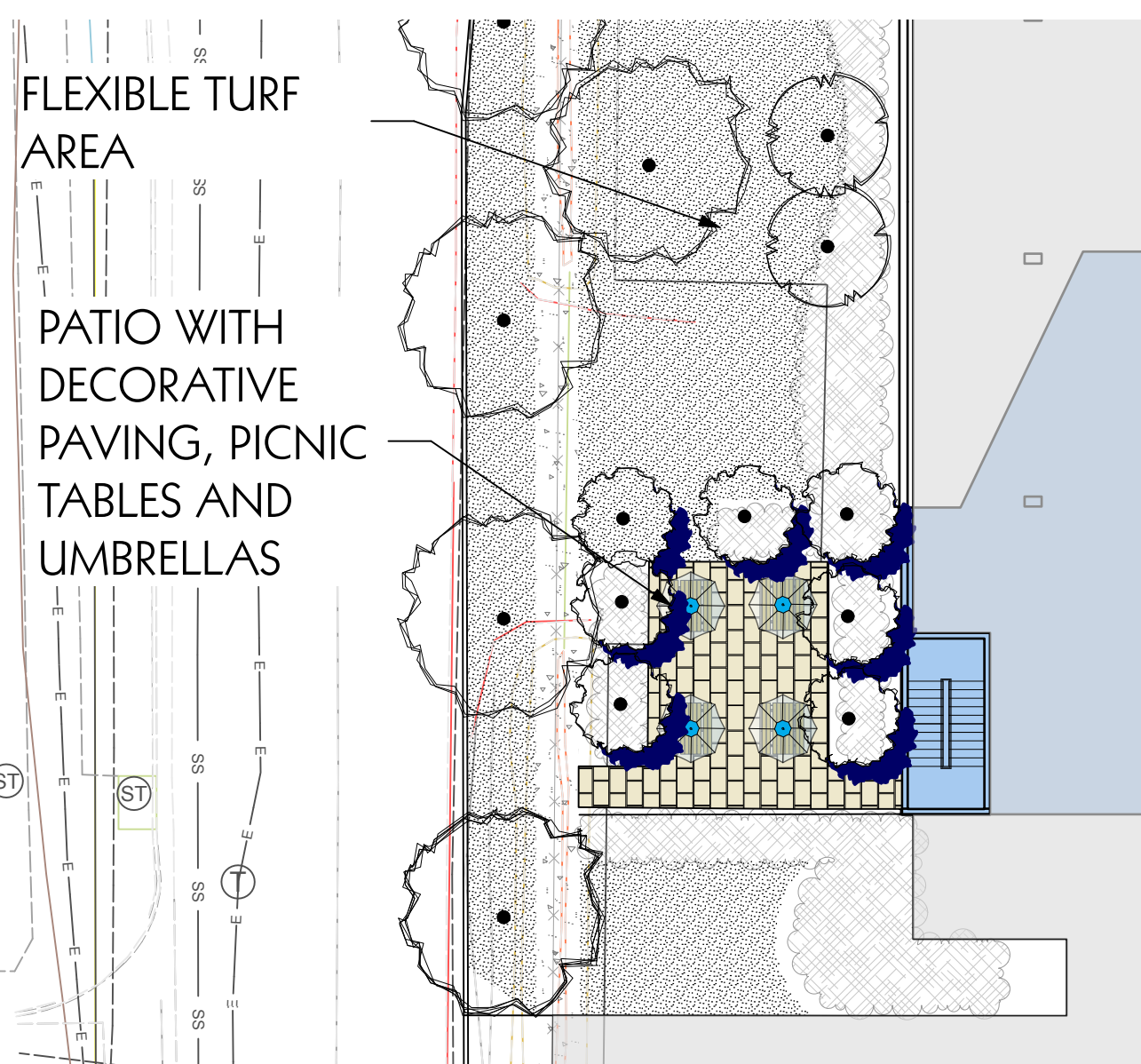
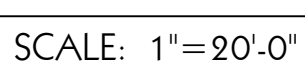
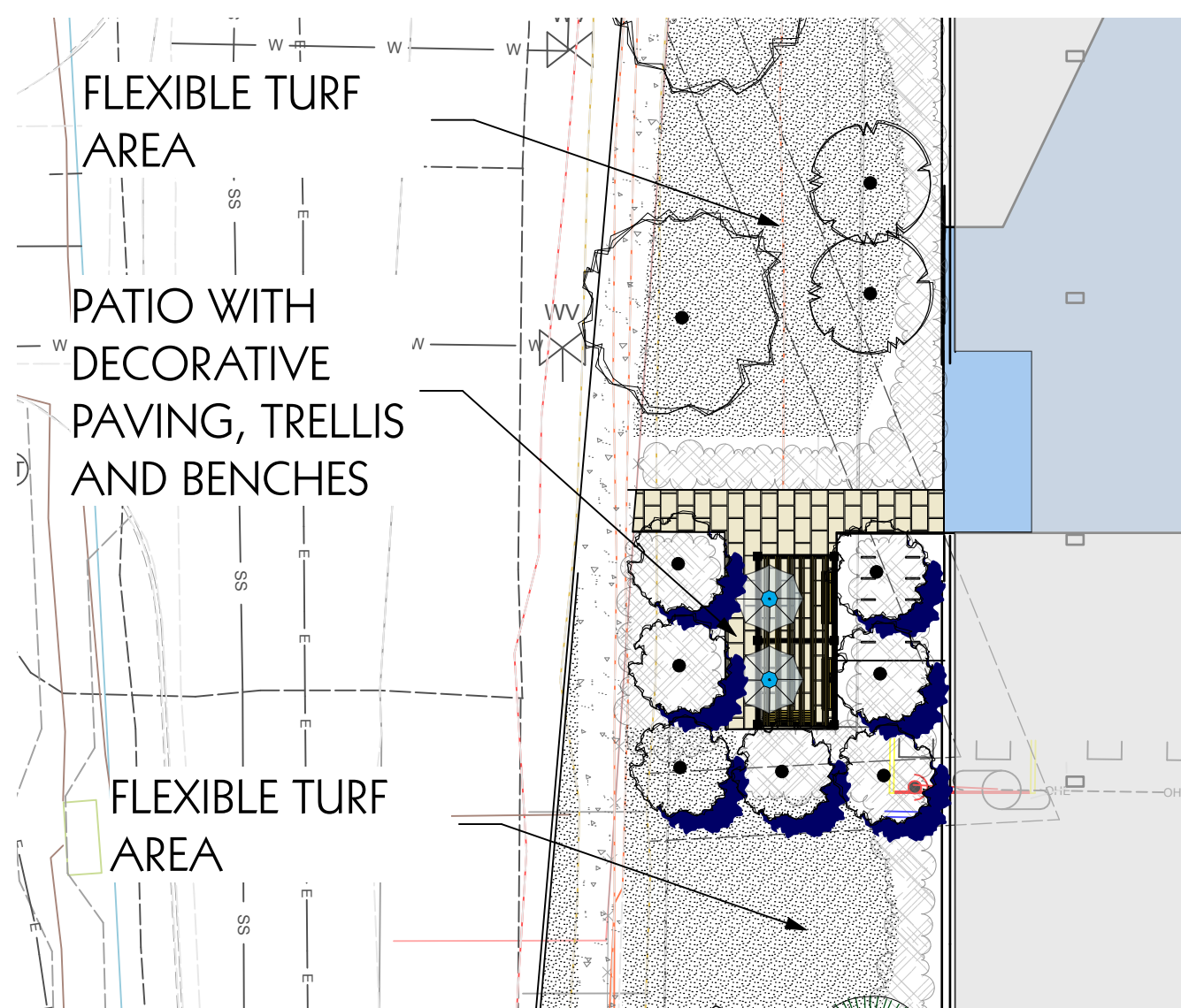
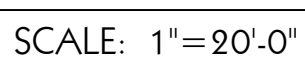
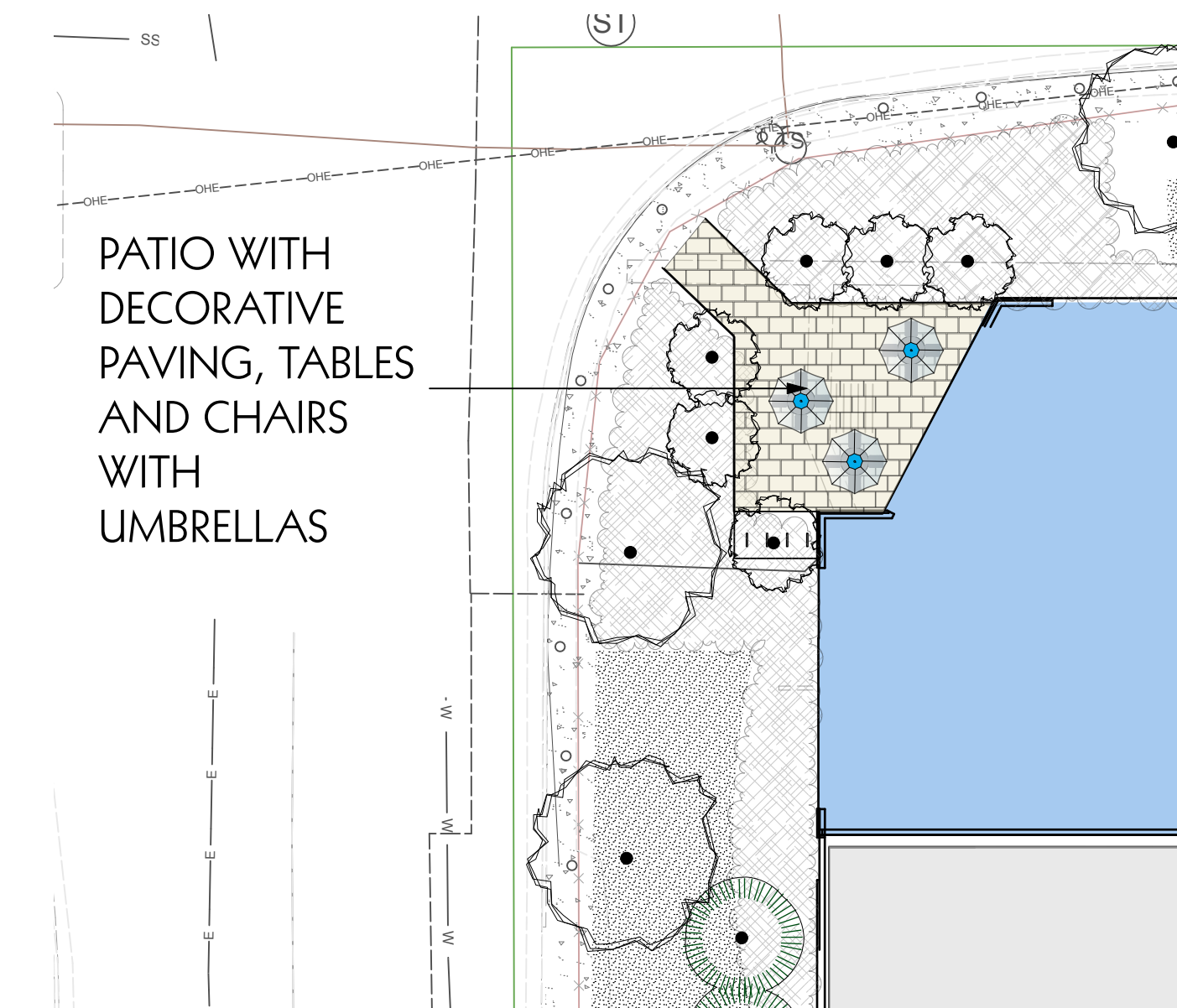
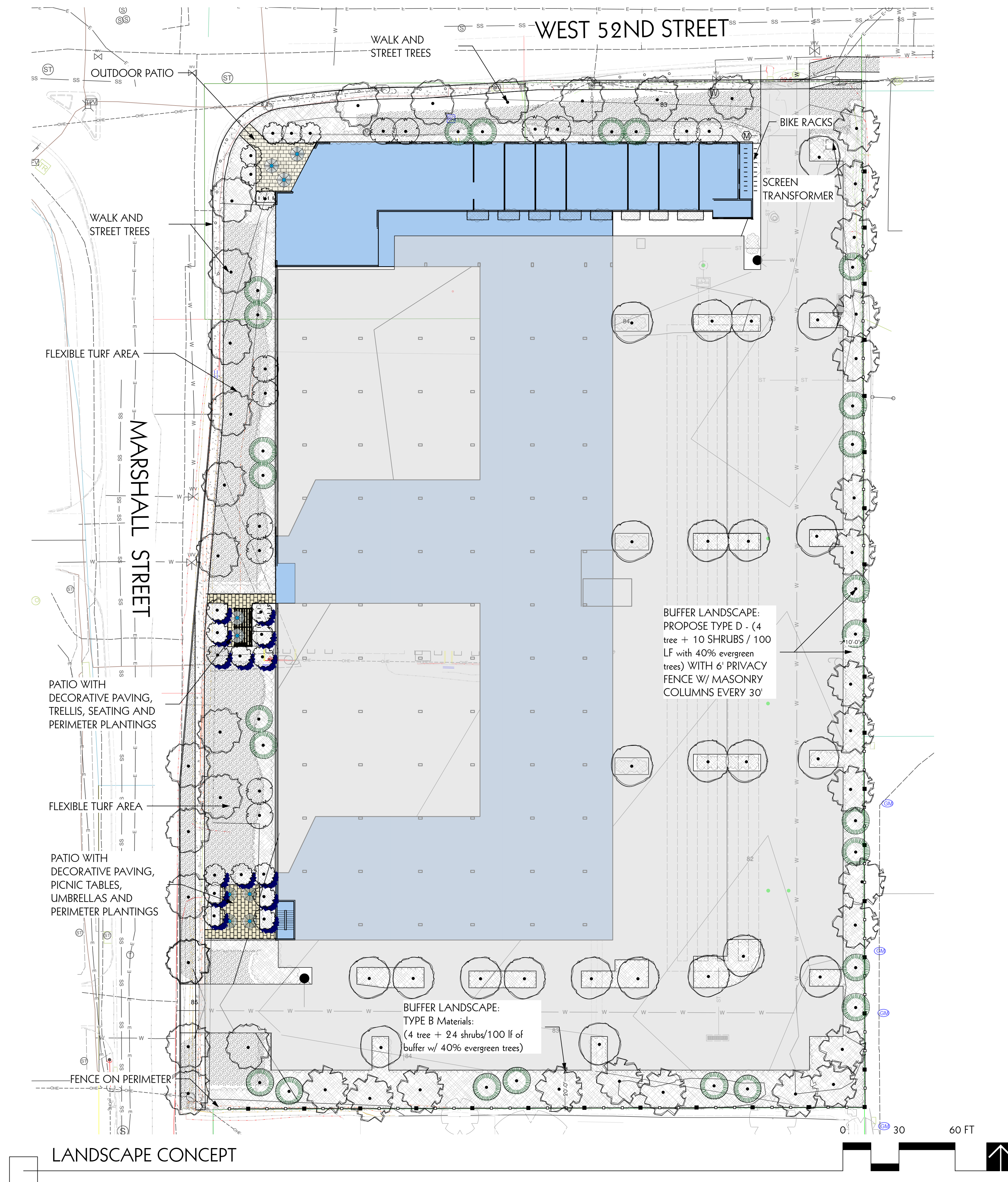
Council approval of residential use to catalyze

Marshall corridor commercial development per city plans

LOCATION & SITE PLAN

- A thoughtful project at scale
for a neighborhood prime for investment
- Adjacency to existing services and transit
- A catalyst for commercial development and a hub for
workforce housing for nearby jobs





DATE	ISSUE
7.31.2020	City submittal
10.16.2020	Revised City submittal

7.31.2020	City submittal
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10.16.2020	Revised City submittal
------------	------------------------

LANDSCAPE CONCEPT PLAN

PROJECT DESIGN

- Classic Design
- Engaging Street Appeal
- Park like setting
- Curated Mountain Views
- Efficient Building Layout
- Workforce Pricing Target
- Abundant Parking

CLEAR CREEK COMMONS
SITE DEVELOPMENT PLAN
5190 MARSHALL, ARVADA, CO, 80002



1 5 STORY OPTION / AERIAL VIEW FROM 52nd AND MARSHALL



2 5 STORY SOUTHWEST PERSPECTIVE FROM MARSHALL



3 5 STORY NORTH EAST PERSPECTIVE FROM W. 52nd AVE



DATE	ISSUE
7.31.2020	City Submittal
10.16.2020	Revised City Submittal

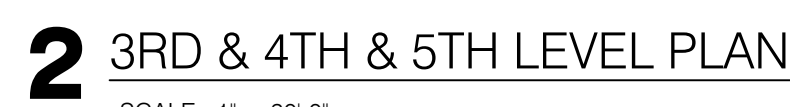
5 STORY OPTION
3D VIEWS

SHEET 9 OF 10

PROJECT NO. PA2020-0021

5190 MARSHALL, ARVADA, CO 80002

WEST 52nd Ave



CLEAR CREEK COMMONS
SITE DEVELOPMENT PLAN
5190 MARSHALL, ARVADA, CO 80002



GENERAL NOTES

The project depicted within, indicates the design intent for the subject parcel and will meet the approved LDC

- required balconies per sec. 5-1-2-5G.1.
- bike parking requirements per 4-5-2-8C.1 & 4-5-3-8.

PROJECT ZONING

SURVEY SEE ATTACHED

LOT SIZE: 189,992sf. | 4.36 acres

ZONING: MX-S

PROPOSED USE: URBAN MULTIFAMILY

Required ROW dedication along 52nd and Marshall frontages: 2,100sf.

LOT SIZE
AFTER ROW DEDICATION: 187,892sf. | 4.31acrs

EXISTING 1story SF home to be removed

BUILDING FORM: General

SETBACKS:

PRIMARY ST.:	10' / 35'
SIDE ST.:	0'
SIDE PROTECTED:	10'
REAR:	10'

MAX BUILDING HEIGHT: 60'-0"
45' max. height in MX-S with 15'-0" increase per section 2-1-10-4 of the LDC.

PRIMARY ST. W. 52nd AVE.
SIDE ST. MARSHALL

FRONTAGE:

PRIMARY ST.:	20% 10'-35'
REQ.:	20% = 68.67'
PROVIDED:	74% = 255.1'
SIDE STREET ST.:	20% 10'-35'
REQ.:	20% = 108.33'
PROVIDED:	38% = 204.0'

MAX. LOT COVERAGE 60% = 112,735.2sf.
PROVIDED: 79,120sf.

25% Landscape surface area req. = 46,973sf.
Provided: 65,008sf.
At grade: 39,204sf
2nd level Patio space: 25,804sf

10% Min. area small urban parks = req. 18,783sf.
PROVIDED: 22,374sf. / 11.9%

ACCESSIBLE UNITS REQUIRED:
IBC | ANSI REQ. = 2% TYPE A UNITS
ALL OTHER UNITS TYPE B
PROVIDE: (5) TYPE A UNITS PER IBC

PROPOSED BLDG.

5 STORY BUILDING	
TOTAL APARTMENT :	275 UNITS

APARTMENT UNIT TYPE	UMBER OF UNITS
EFFICIENCY UNITS	129
REQ. PARKING: 129x 1.4per =	181 SPACES
1 BEDRM. UNITS	110
REQ. PARKING: 110 x 1.4per =	154 SPACES
2 BEDRM. UNITS	36
REQ. PARKING: 36 x 2.0per =	72 SPACES
TOTAL UNITS:	275
TOTAL PARKING REQ.:	407.0 spaces
TOTAL BIKE PARKING REQ:	69 spaces

PARKING:

REQUIRED: 407 spaces required

PROVIDED: 401 spaces
4 loading spaces

BIKE PARKING:

REQUIRED: 69 spaces
1 per 4 units = 275/ 4 = 68.75 spaces

PROVIDED: 70 spaces
20% LONG TERM = 14

PROPOSED BUILDING SF.:

First Level:	10,300sf.
2nd Level:	53,290sf.
3rd Level:	53,290sf.
4th Level:	53,290sf.
5th Level:	53,290sf.
TOTAL BLDG. GROSS SF. =	223,460sf.

SITE PLAN LEGEND

PROPOSED BUILDING

1 SITE PLAN

SCALE: 1" = 30'-0"



DATE	ISSUE
7.31.2020	City submittal
10.16.2020	Revised City submittal

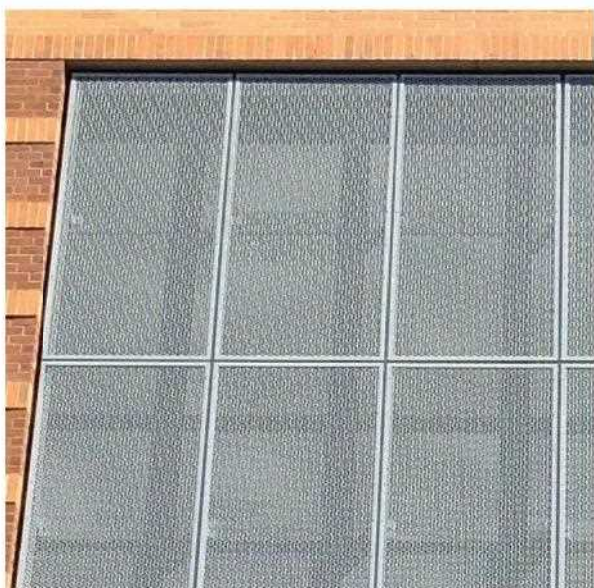
SITE PLAN

SHEET 3 OF 10

CLEAR CREEK COMMONS
SITE DEVELOPMENT PLAN
5190 MARSHALL, ARVADA, CO, 80002



1 MARSHALL STREET (WEST) ELEVATION
SCALE: 1/16" = 1'-0"



ILLUSTRATIVE ONLY FOR CONCEPT. DRAWINGS WILL BE PROVIDED DURING THE BUILDING PERMIT PROCESS

3 EXAMPLE GARAGE SCREEN DETAIL



2 52nd AVE (NORTH) ELEVATION
SCALE: 1/16" = 1'-0"

PRIMARY STREET - 52nd AVE.
GRND FLR ACT. (TRANSPARENCY)

	REQUIRED (MIN.)	PROVIDED
BUILDING LENGTH		233.5'
CLEAR GLAZING	46.7' / 20%	128' GLAZING / 233.5' BUILDING LENGTH = 55% TRANSPARENCY

SIDE STREET - MARSHALL ST.
GRND FLR ACT. (TRANSPARENCY)

	REQUIRED (MIN.)	PROVIDED
BUILDING LENGTH		427'
CLEAR GLAZING	85.4' / 20%	90'-4" GLAZING / 427' BUILDING LENGTH =21% TRANSPARENCY

MmD
ARCHITECTURE

DATE	ISSUE
7.31.2020	City Submittal
10.16.2020	Revised City Submittal

BUILDING
ELEVATIONS

SHEET 7 OF 10

PROJECT NO. PA2020-0021

CLEAR CREEK COMMONS
SITE DEVELOPMENT PLAN
5190 MARSHALL, ARVADA, CO, 80002



1 EAST ELEVATION
SCALE: 1/16" = 1'-0"



2 SOUTH ELEVATION
SCALE: 1/16" = 1'-0"

MmD
ARCHITECTURE

DATE

ISSUE

7.31.2020

City Submittal

10.16.2020

Revised City Submittal

BUILDING
ELEVATIONS

SHEET 8 OF 10

PROJECT NO. PA2020-0021

FLEXIBILITY

Flexibility for changing market conditions

Maximum Massing Study

5 Stories 275 Units ~1.5 parking spaces/unit

Reduced Massing Study

4 Stories 190 Units ~1.5 parking spaces/unit

CLEAR CREEK COMMONS
SITE DEVELOPMENT PLAN
5190 MARSHALL, ARVADA, CO, 80002



1 4 STORY OPTION / AERIAL VIEW FROM 53ND AND MARHALL



2 4 STORY SOUTHWEST PERSPECTIVE FROM MARSHALL



3 4 STORY NORTH EAST PERSPECTIVE FROM W. 52nd AVE



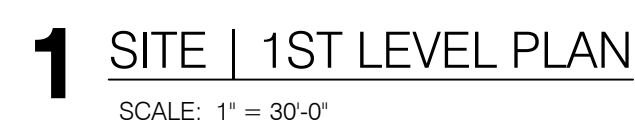
DATE	ISSUE
7.31.2020	City Submittal
10.16.2020	Revised City Submittal

4 STORY OPTION
3D VIEWS

SHEET 10 OF 10

PROJECT NO. PA2020-0021

LEASING | LOUNGE |
LOBBY | BUSINESS CENTER



The project depicted within, indicates the design intent for the subject parcel and will meet the approved LDC

- required balconies per sec. 5-1-2-5G.1.
- bike parking requirements per 4-5-2-8C.1 & 4-5-3-8.

SURVEY SEE ATTACHED	
LOT SIZE	189,992sf. 4.36 acres
ZONING:	MX-S
PROPOSED USE:	URBAN MULTIFAMILY

LOT SIZE	
AFTER ROW DEDICATION:	187,892sf. 4.31acrs

BUILDING FORM:	General
----------------	---------

MAX BUILDING HEIGHT: 60'-0"
45' max. height in MX-S with 15'-0" increase
per section 2-1-10-4 of the LDC.

PRIMARY ST: 20% 10'-35'
REQ.: 20% = 6
PROVIDED: 74% = 2
SIDE STREET ST: 20% 10'-35'
REQ.: 20% = 1
PROVIDED: 38% = 2

25% Landscape surface area req. = 46,973sf.
 Provided:
 At grade 39,204sf
 2nd level Patio space: 25,804sf

10% Min. area small urban parks = rec. 18,783sf.
 PROVIDED: 22,374sf. / 11.9%

ACCESSIBLE UNITS REQUIRED:
IBC | ANSI REQ. = 2% TYPE A UNITS
ALL OTHER UNITS TYPE B
PROVIDE: (5) TYPE A UNITS PER IBC

4 STORY BUILDING	
TOTAL APARTMENT :	190 UNITS

APARTMENT UNIT TYPE	NUMBER OF UNITS
EFFICIENCY UNITS	72
REQ. PARKING: 78x 1.4per =	100.8 SPACES
1 BEDRM. UNITS	89
REQ. PARKING: 89 x 1.4per =	124.6 SPACES
2 BEDRM. UNITS	29
REQ. PARKING: 29 x 2.0per =	58 SPACES

TOTAL UNITS:	190
TOTAL PARKING REQ.:	283 spaces
TOTAL BIKE PARKING REQ:	48 spaces

REQUIRED:	283 spaces required + 4 loading spaces
PROVIDED:	272 spaces 4 loading spaces

BIKE PARKING:
 REQUIRED: 69 spaces
 1 per 4 units =
 $190 / 4 = 48$ spaces
 PROVIDED: 48 spaces
 20% LONG TERM = 10

First Level:	35,690sf.
2nd Level:	36,850sf.
3rd Level:	36,850sf.
4th Level:	36,850sf.

TOTAL BLDG. GROSS SF. = 146,240sf.

 PROPOSED BUILDING

DATE	ISSUE
7.31.2020	City submittal
10.16.2020	Revised City submittal
10.16.2020	Revised 4 Story concept

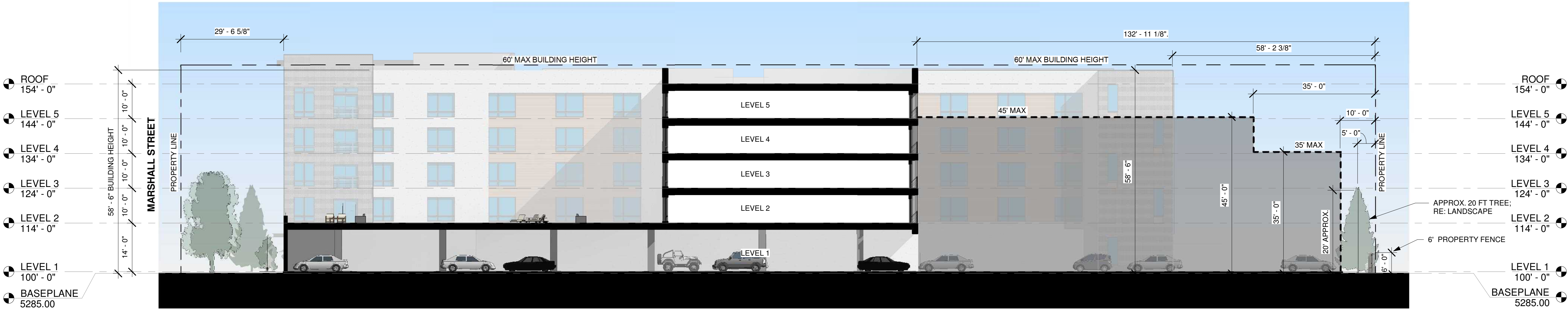
SITE PLAN

SHEET 3 OF 10

COMMUNITY IMPACT

- Retail follows Rooftops
- Sunlight is the best disinfectant
- Project sited to minimize solar impact on neighbor to East

CLEAR CREEK COMMONS
SITE DEVELOPMENT PLAN
5190 MARSHALL, ARVADA, CO, 80002



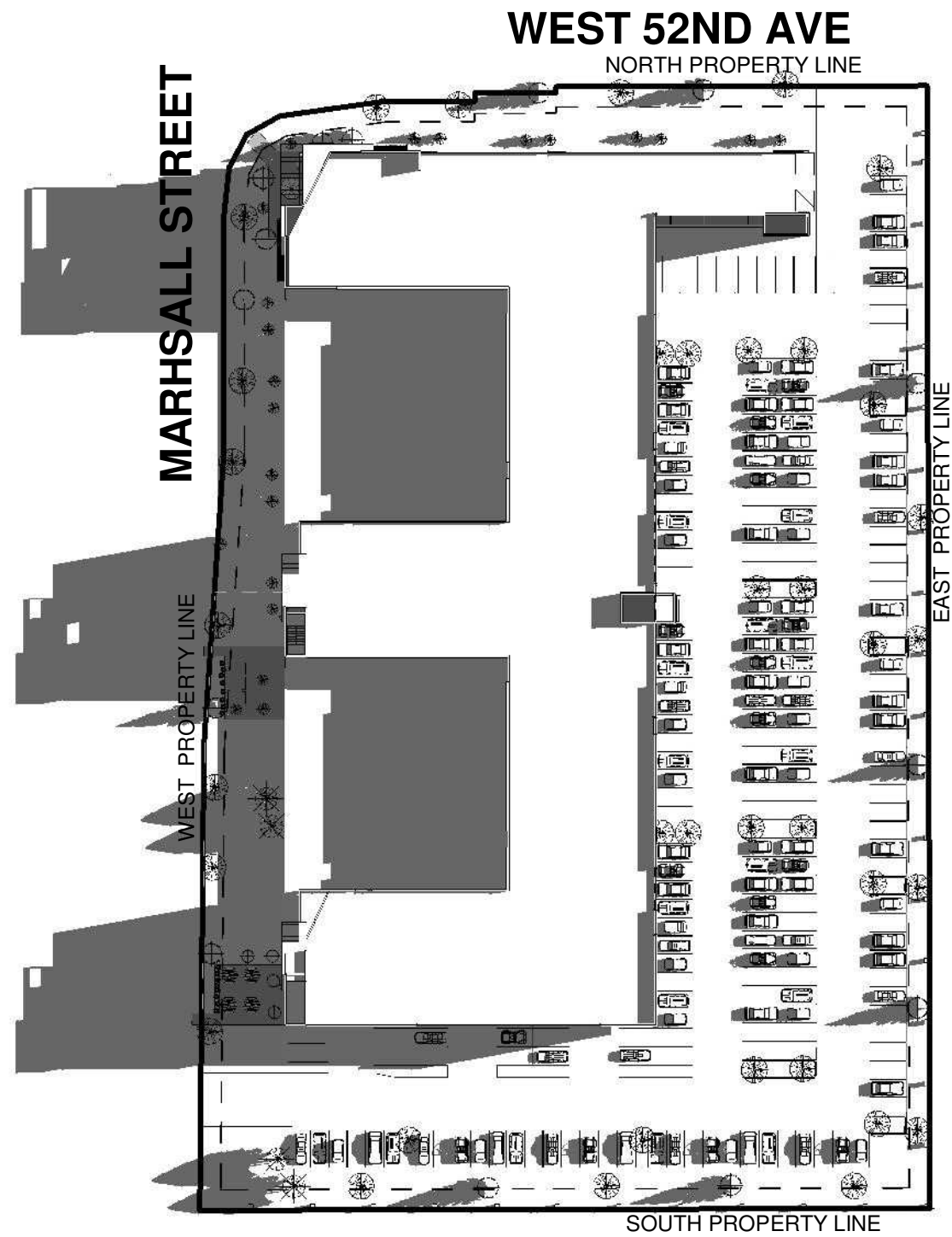
1 SITE SECTION - NORTH FACING
SCALE: 1/16" = 1'-0"



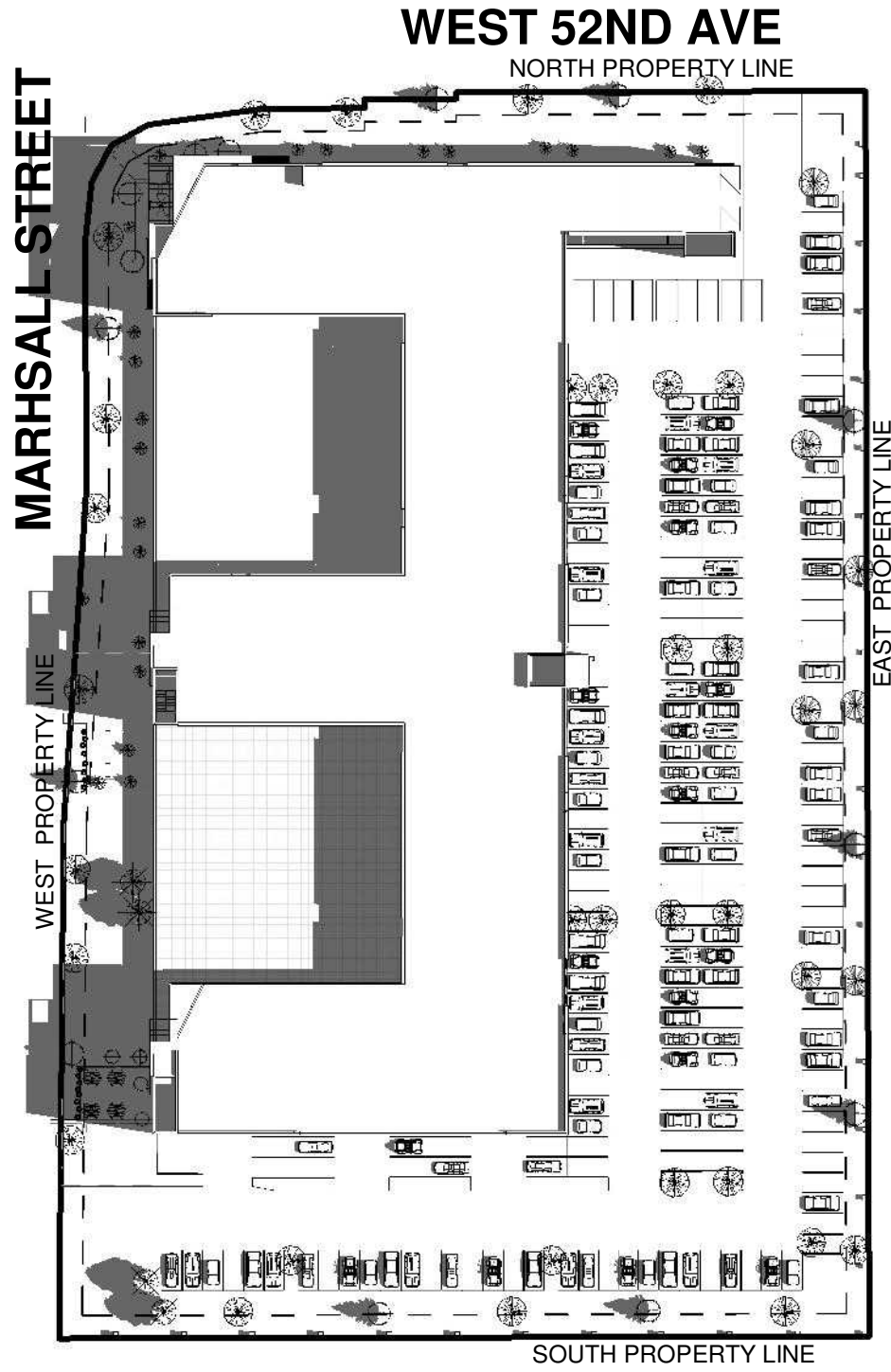
DATE	ISSUE
7.31.2020	City Submittal
10.16.2020	Revised City Submittal
12.02.2020	Revised City Submittal

BUILDING
SECTION
SHEET 11 OF 11
PROJECT NO. PA2020-0021

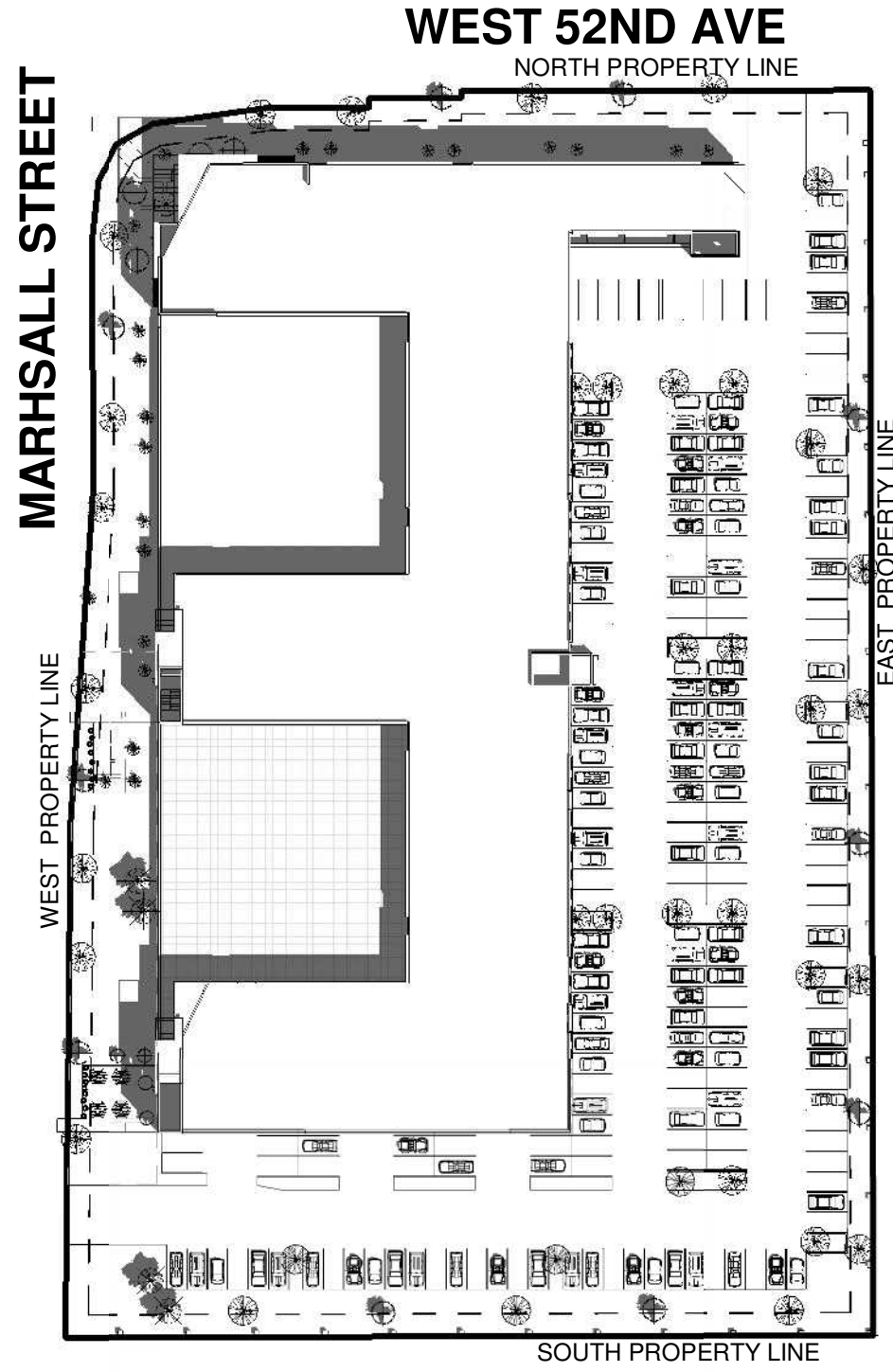
CLEAR CREEK COMMONS
SITE DEVELOPMENT PLAN
5190 MARSHALL, ARVADA, CO, 80002



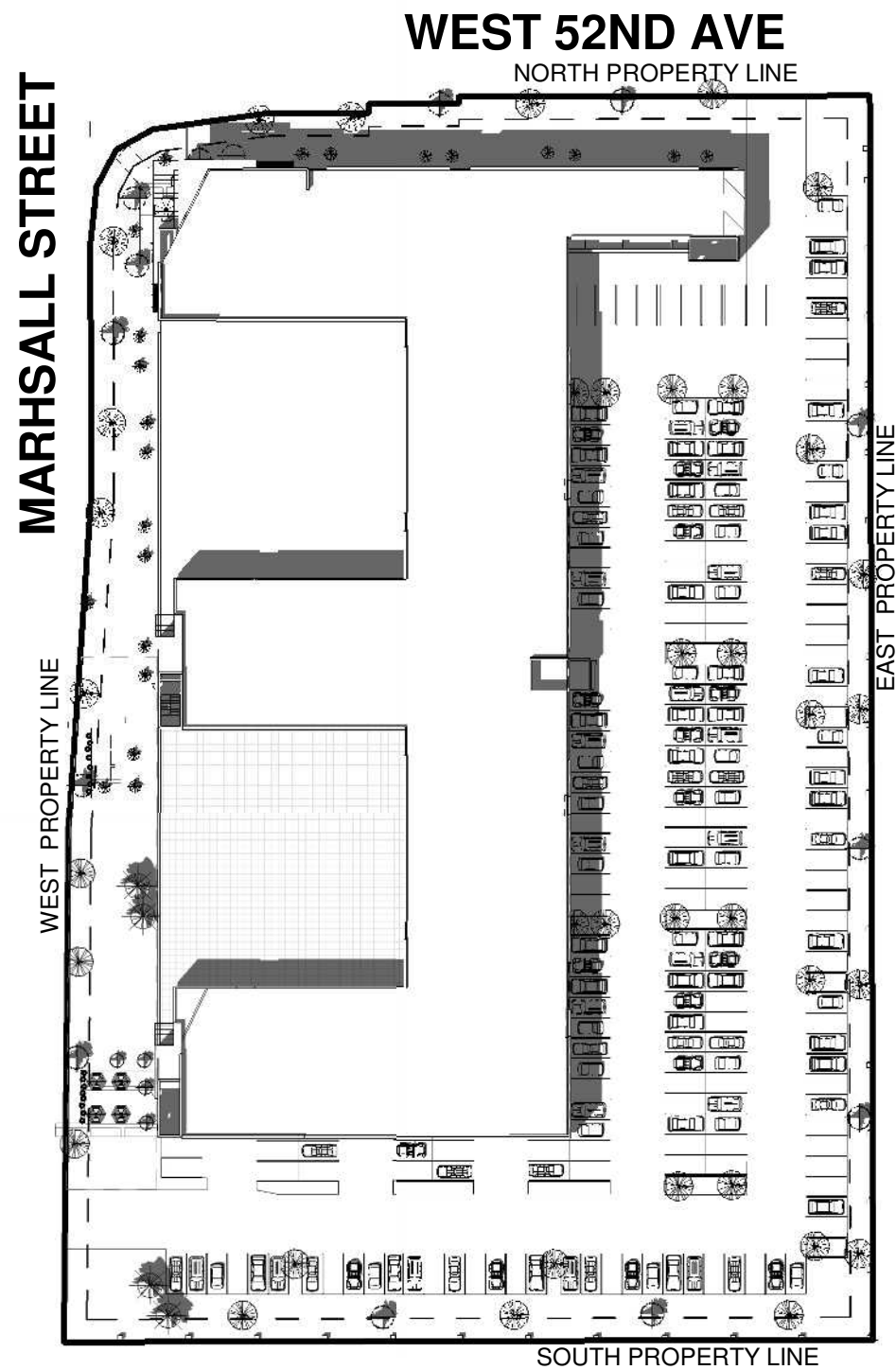
1 Summer 8am
SCALE: 1" = 80'-0"



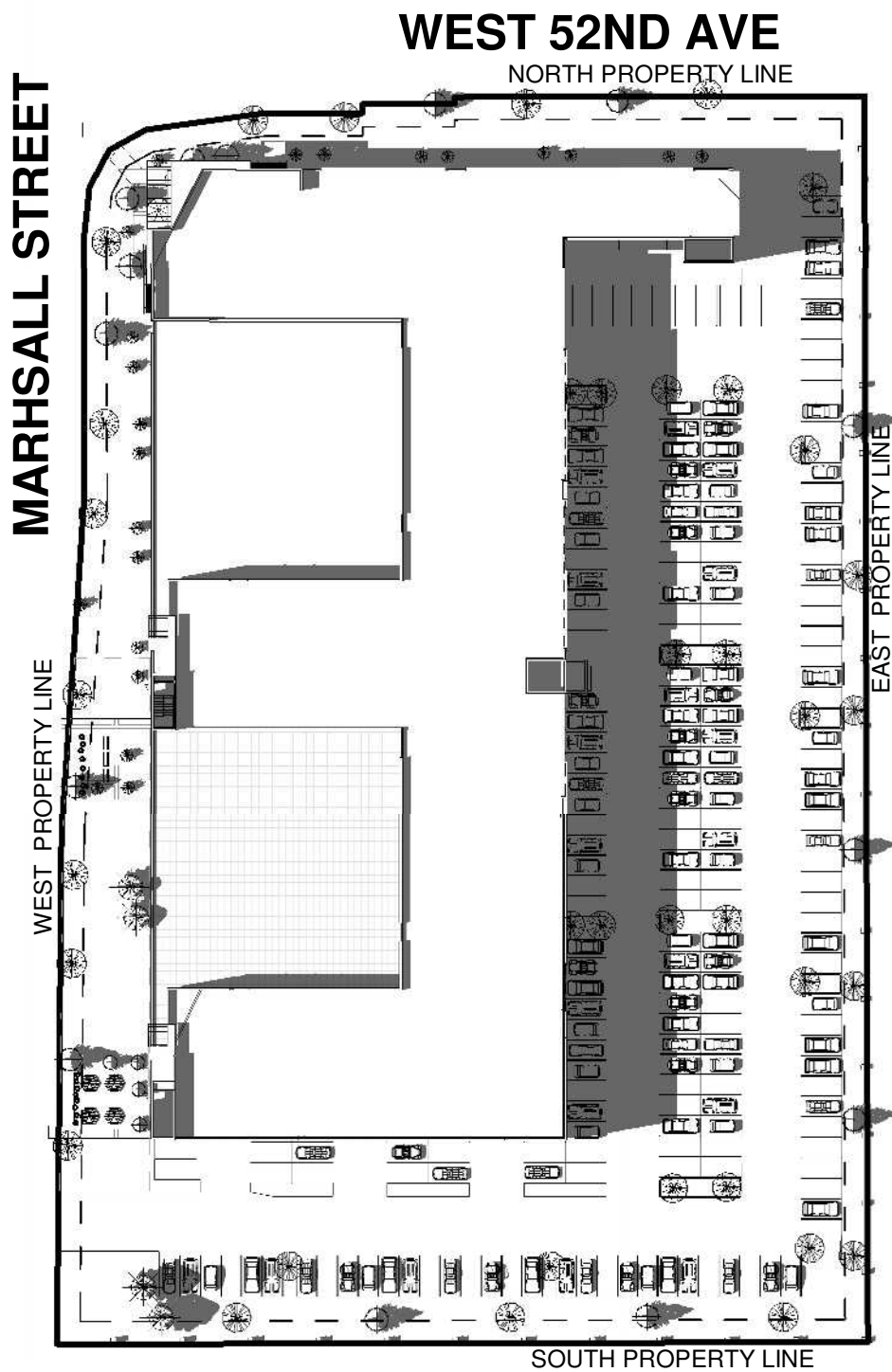
2 Summer 10am
SCALE: 1" = 80'-0"



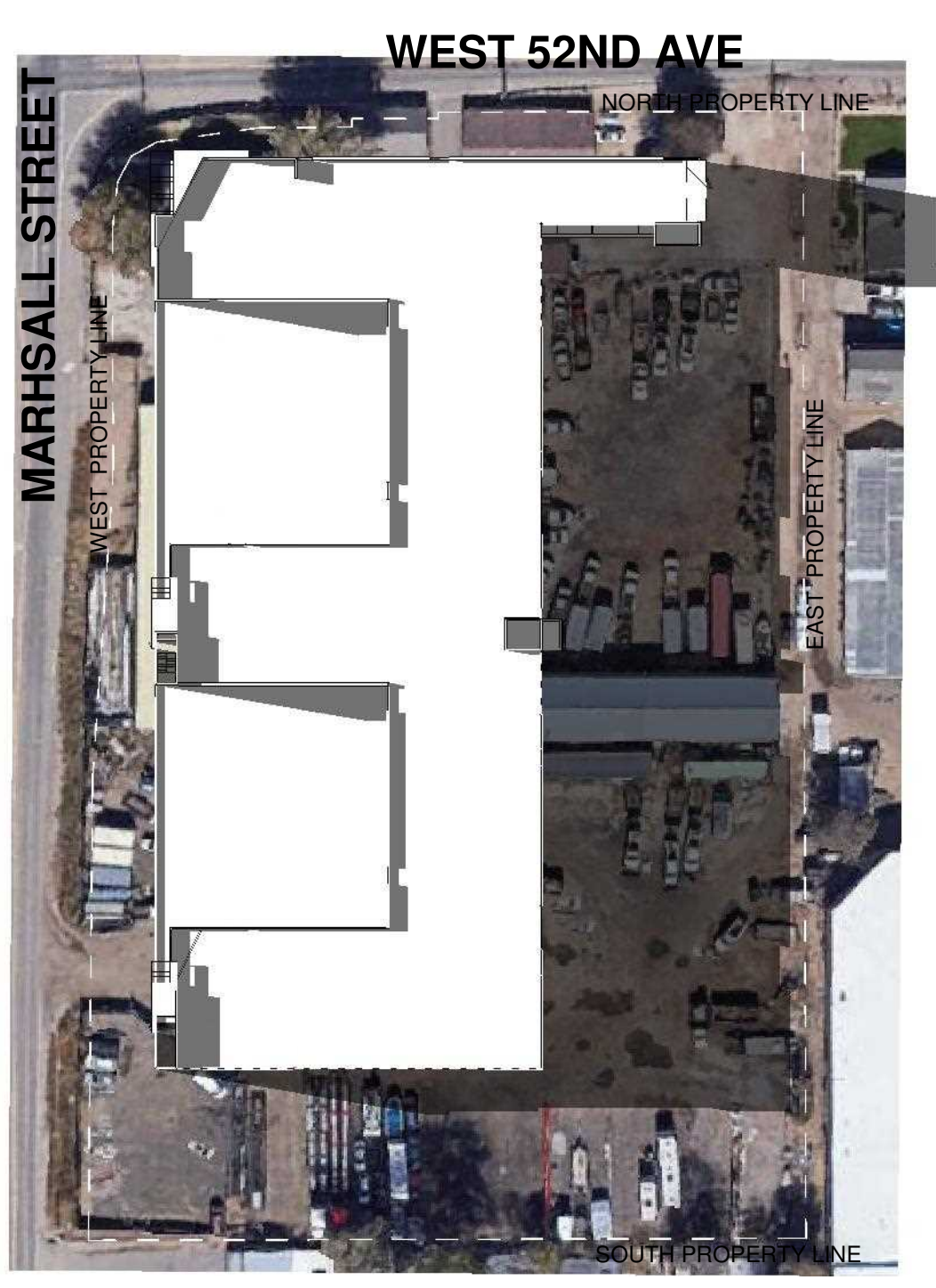
3 Summer 12pm
SCALE: 1" = 80'-0"



4 Summer 2pm
SCALE: 1" = 80'-0"



5 Summer 4pm
SCALE: 1" = 80'-0"



6 Summer 6pm
SCALE: 1" = 80'-0"

NOTE: SOLAR STUDIES ARE
BASED ON SUMMER
SOLSTICE, JUNE 21ST OF
2021 (DAYLIGHT SAVINGS)
SUNRISE: 5:33 AM
SUNSET: 8:32 PM



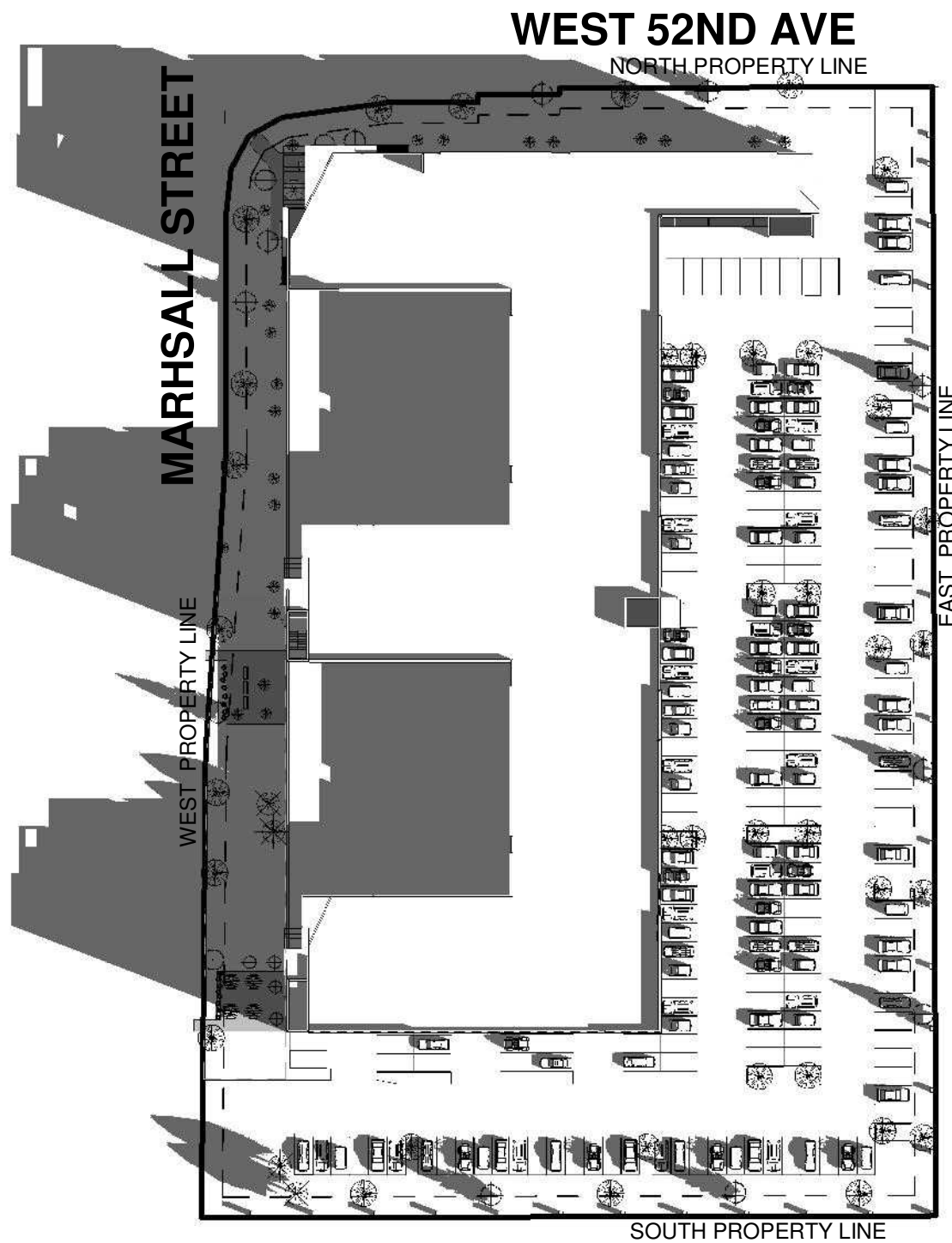
DATE	ISSUE
7.31.2020	City Submittal
10.16.2020	Revised City Submittal
12.02.2020	Revised City Submittal

Summer Solar
Study

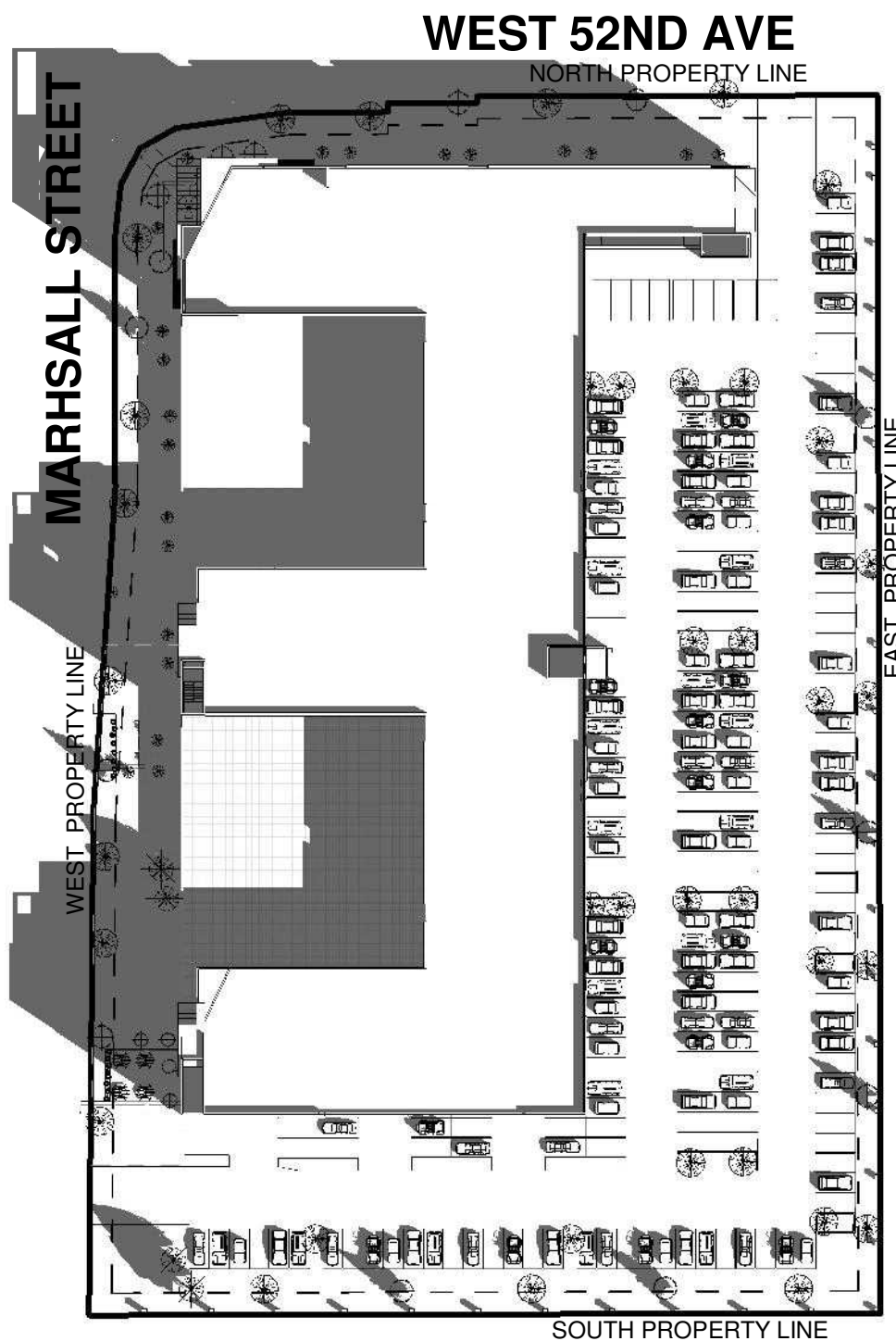
SHEET 12 OF 11

PROJECT NO. PA2020-0021

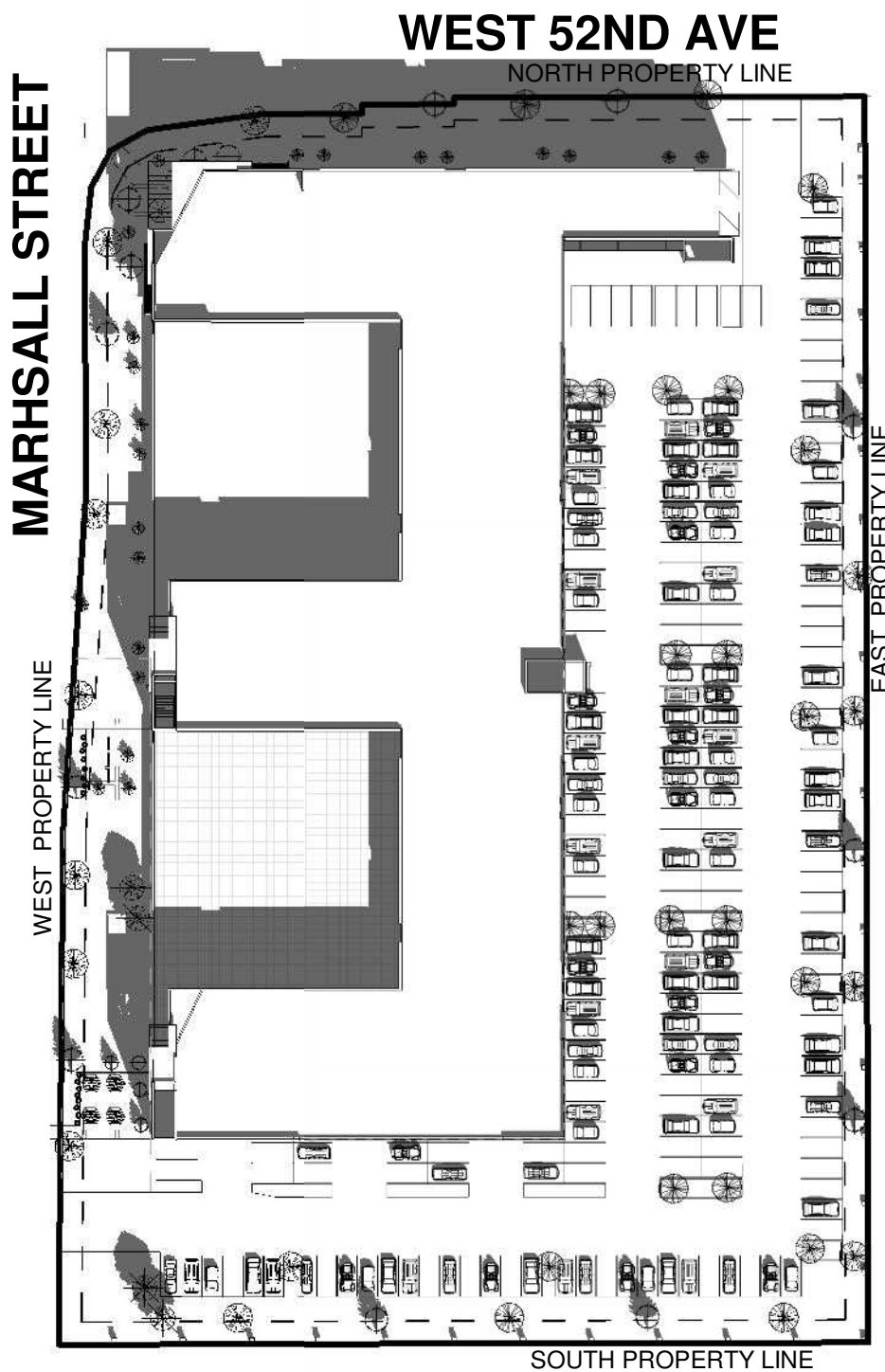
CLEAR CREEK COMMONS
SITE DEVELOPMENT PLAN
5190 MARSHALL, ARVADA, CO, 80002



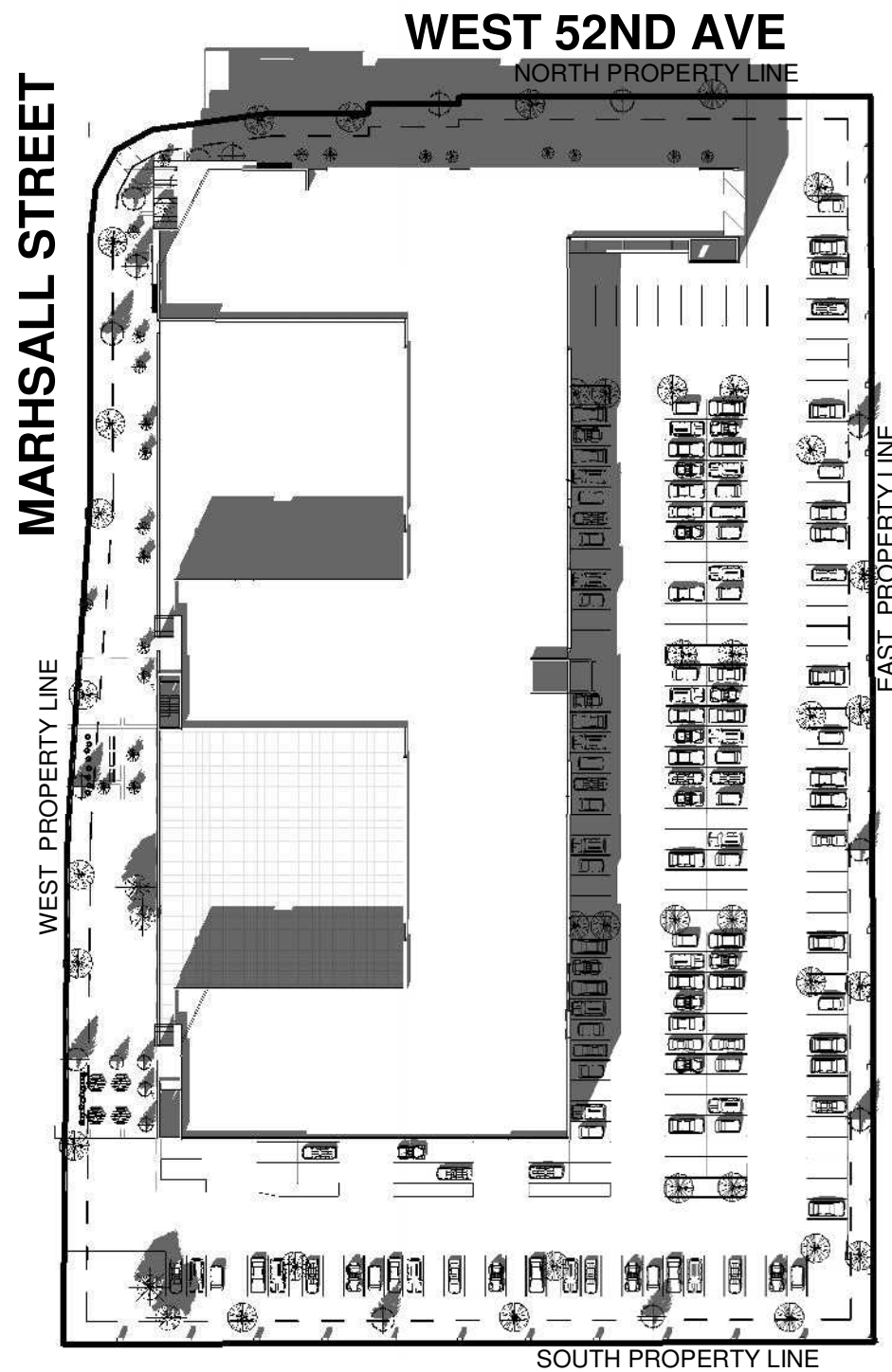
1 S&F 9am
SCALE: 1" = 80'-0"



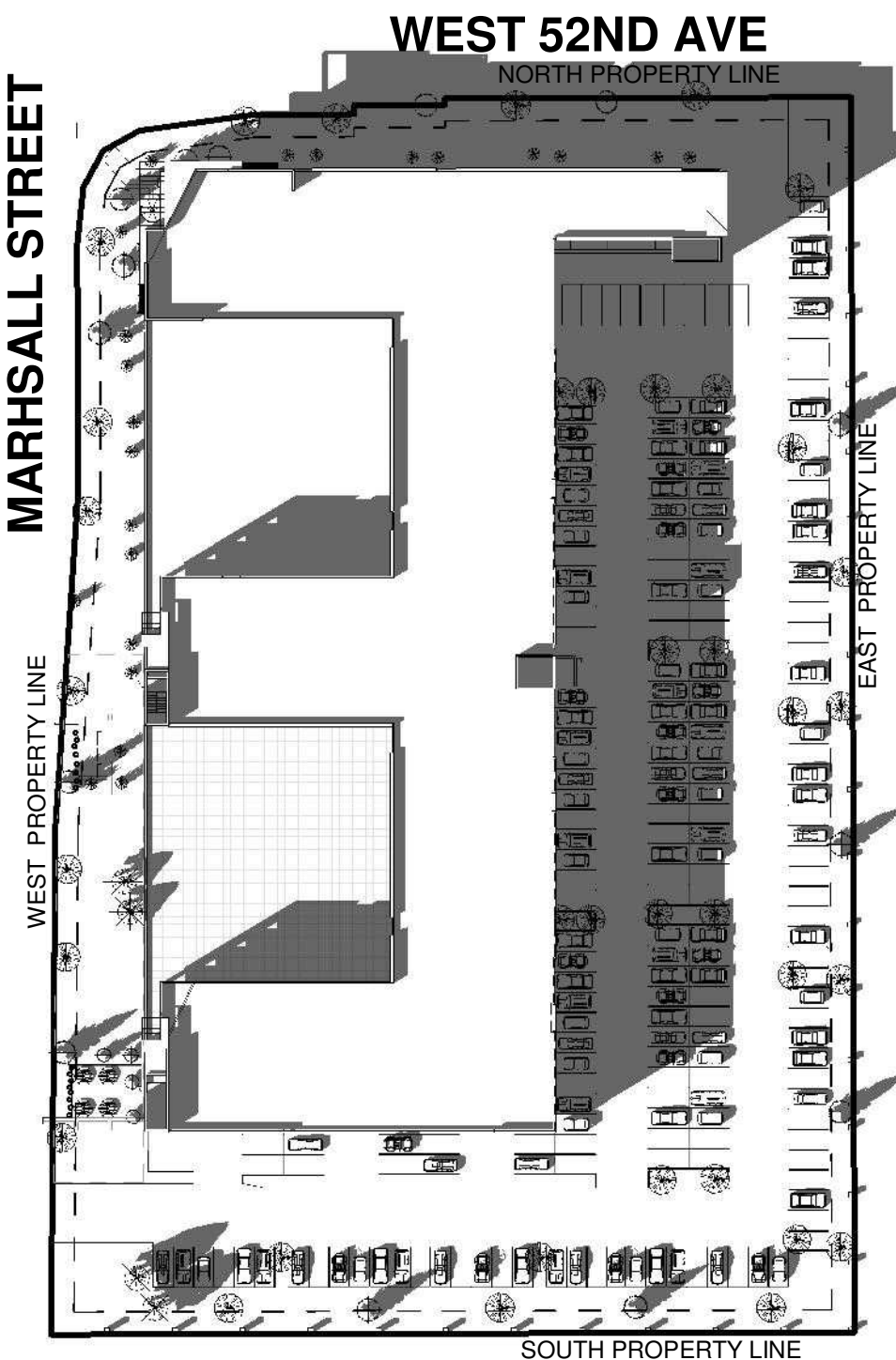
2 S&F 10am
SCALE: 1" = 80'-0"



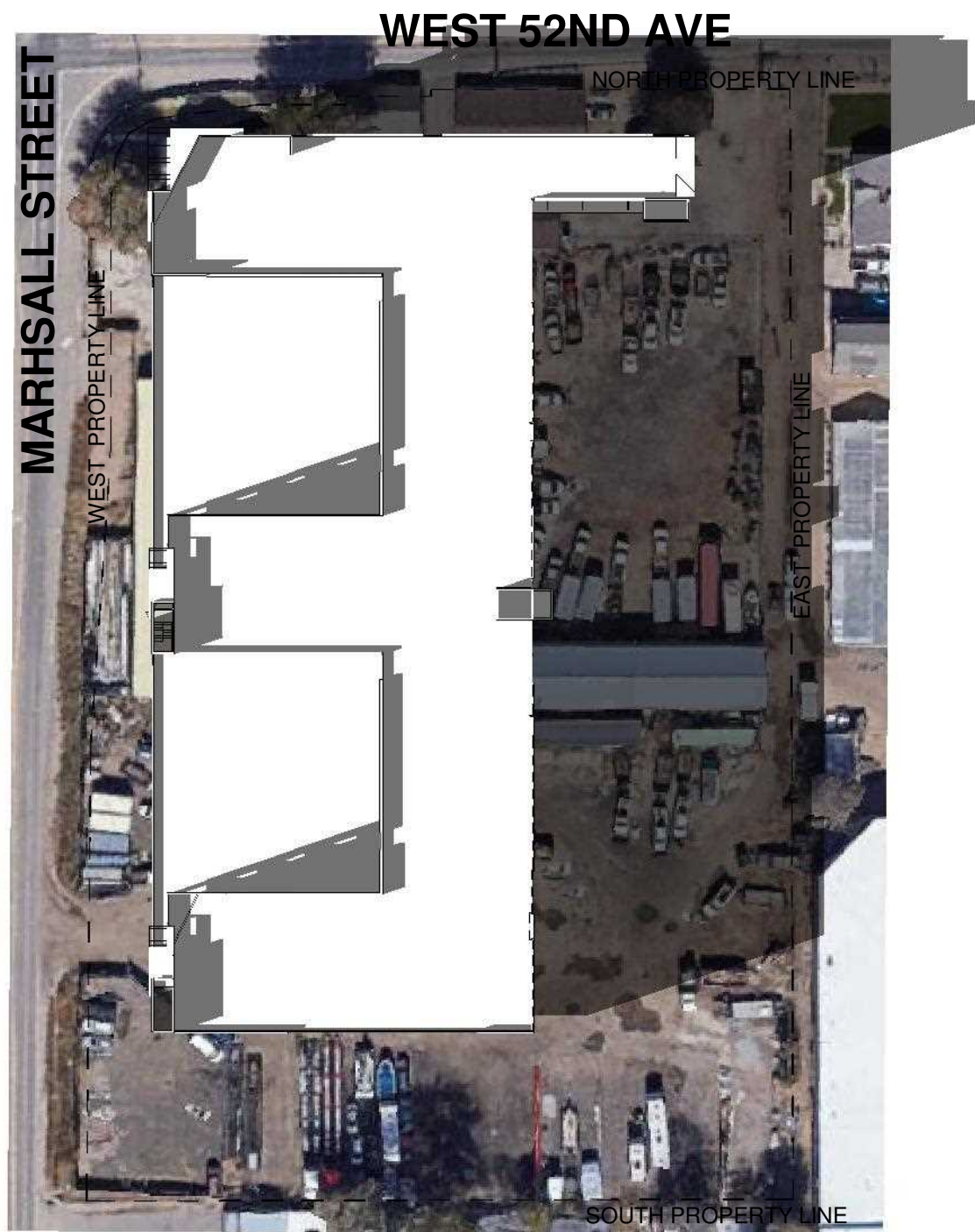
3 S&F 12pm
SCALE: 1" = 80'-0"



4 S&F 2pm
SCALE: 1" = 80'-0"



5 S&F 4pm
SCALE: 1" = 80'-0"



6 S&F 5pm
SCALE: 1" = 80'-0"

NOTE: SOLAR STUDIES ARE
BASED ON FALL AND SPRING
EQUINOX, MARCH &
SEPTEMBER 21ST OF 2021
(DAYLIGHT SAVINGS)
SUNRISE: 6:48 AM
SUNSET: 6:59 PM



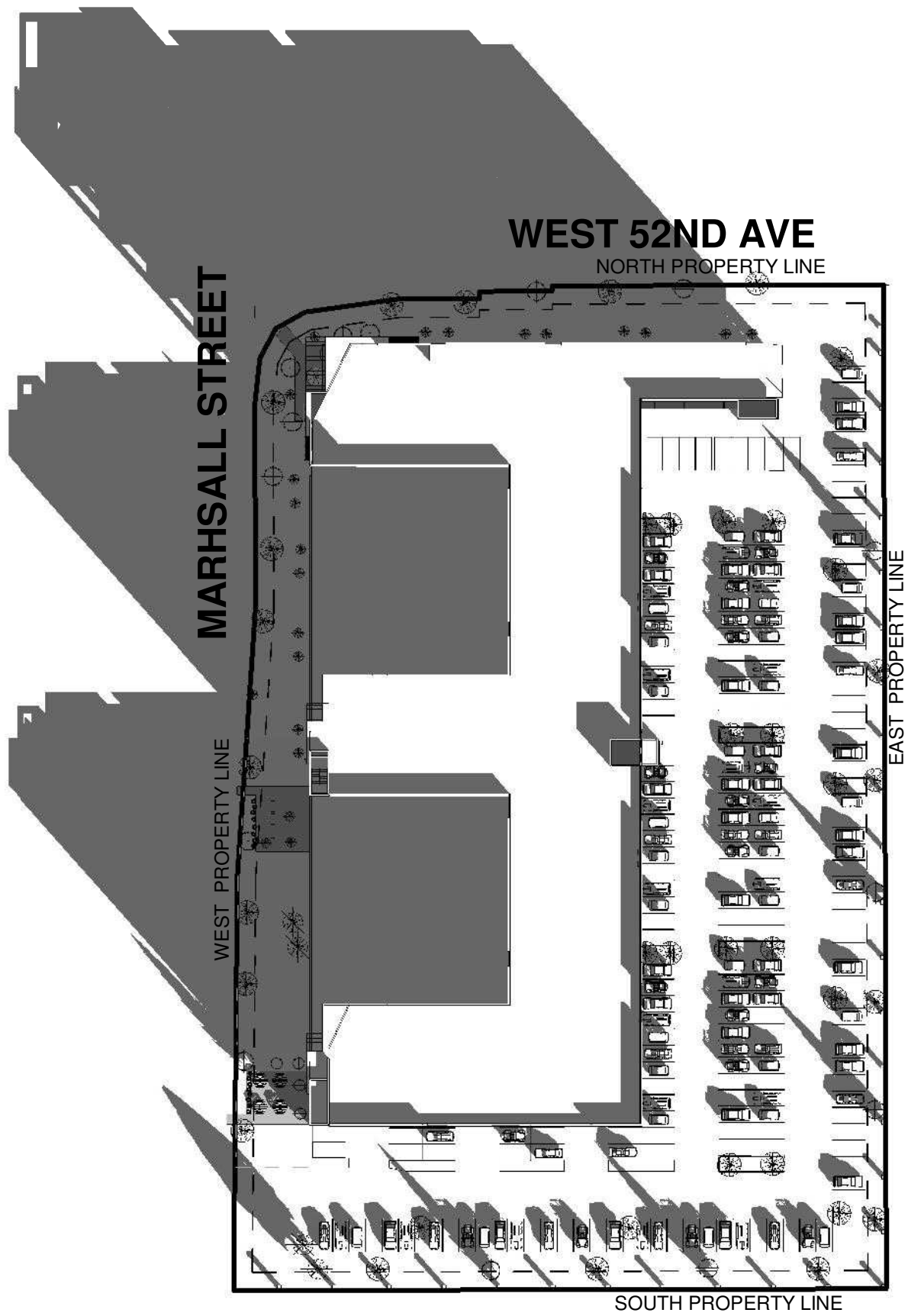
DATE	ISSUE
7.31.2020	City Submittal
10.16.2020	Revised City Submittal
12.02.2020	Revised City Submittal

Fall and Spring
Solar Study

SHEET 13 OF 11

PROJECT NO. PA2020-0021

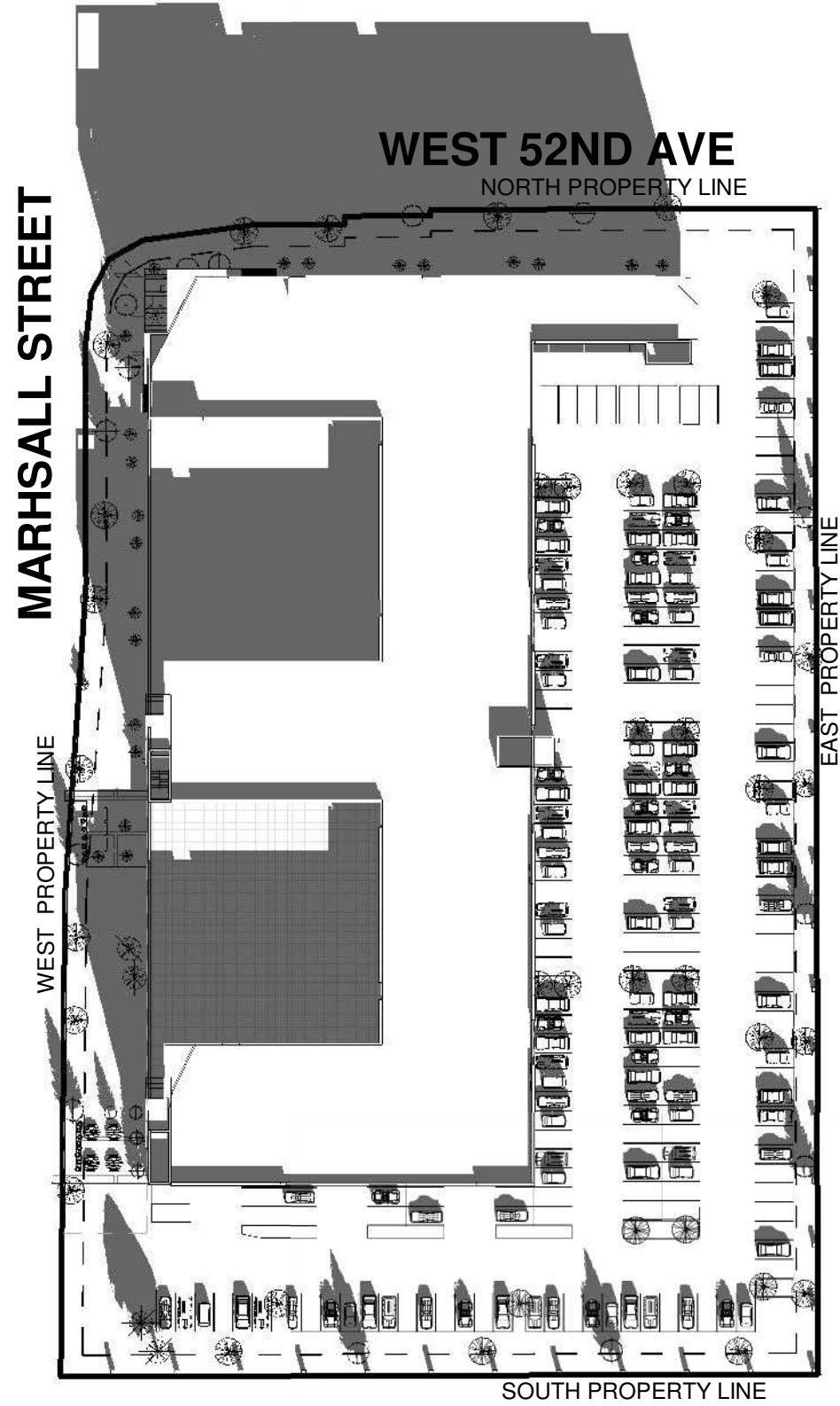
CLEAR CREEK COMMONS
SITE DEVELOPMENT PLAN
5190 MARSHALL, ARVADA, CO, 80002



1 WINTER 9am
SCALE: 1" = 80'-0"



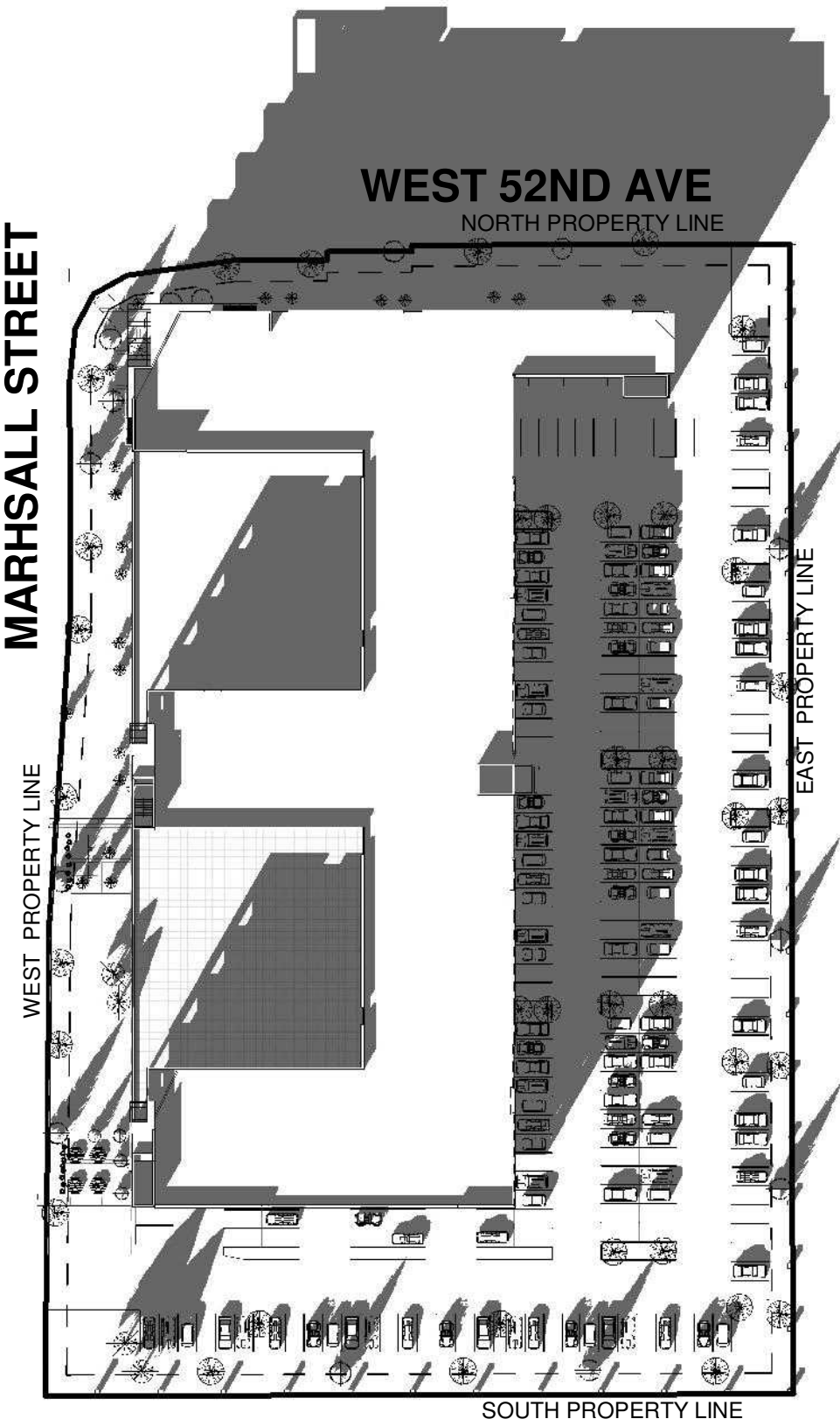
2 WINTER 10am
SCALE: 1" = 80'-0"



3 WINTER 11pm
SCALE: 1" = 80'-0"



4 WINTER 2pm
SCALE: 1" = 80'-0"



5 WINTER 3pm
SCALE: 1" = 80'-0"



6 WINTER 4pm
SCALE: 1" = 80'-0"

NOTE: SOLAR STUDIES ARE
BASED ON WINTER SOLSTICE
DECEMBER 21ST OF 2021 (NO
DAYLIGHT SAVINGS)
SUNRISE: 7:48 AM
SUNSET: 4:39 PM



DATE	ISSUE
7.31.2020	City Submittal
10.16.2020	Revised City Submittal
12.02.2020	Revised City Submittal

Winter Solar Study

SHEET 14 OF 11

PROJECT NO. PA2020-0021

AFFORDABILITY

Pathways to Affordability

-- Subsidy

Low Income Housing Tax Credit Program

Grants and other sources

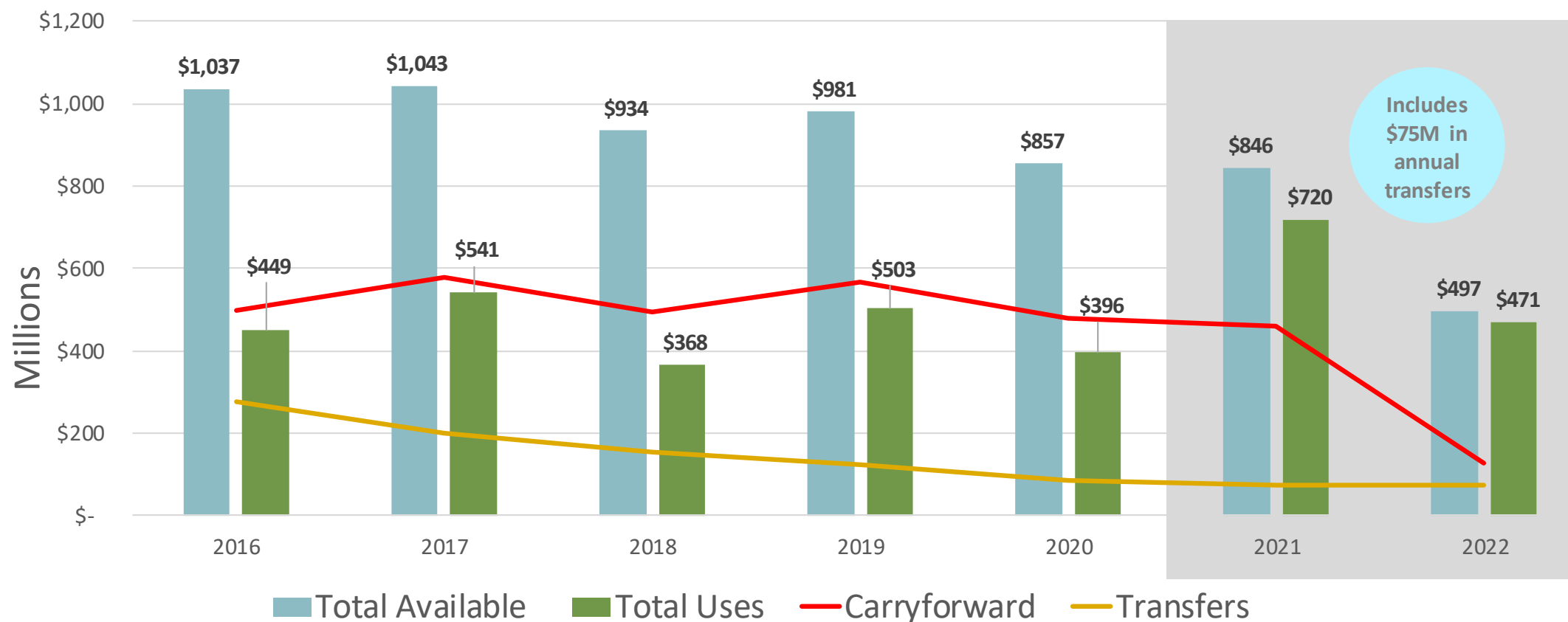
-- Naturally Occurring Affordable Housing (N.O.A.H)

Land with a low-cost basis

Efficient Design and Construction

historical and projected

2021 and 2022 includes issued and reserved



CHFA reserves the right to manage, operate, and administer the 4% + state AHTC PAB Pool and 4% PAB Pool, in its sole and absolute discretion, as it deems appropriate. CHFA may implement, amend, modify, withdraw, change, update, or waive any rules and requirements for the 4% + state AHTC PAB Pool and 4% PAB Pool applicants, projects, or reservations without the need for public notice or input. Notwithstanding anything to the contrary, CHFA reserves the right, in its sole and absolute discretion, at any time and for any reason, to i) allocate or not allocate any amount of the 4% + state AHTC PAB Pool and 4% PAB Pool; ii) reject or deny any application(s); and iii) not reserve or allocate PAB to any applicant or project.



Private Activity Bond Direct Allocations - 2021

2021 Colorado Private Activity Bond Direct Allocations

Statewide Population in 2020: 5,807,719

Private Activity Bond Cap available in 2021: \$638,849,090

Per Capita Multiplier: \$110

Table 1: Allocations to Designated Local Issuing Authorities

Local Issuer	Population	Population as % of State Population	PAB Cap
Denver	729,239	12.65%	\$40,412,528
Colorado Springs	477,975	8.29%	\$26,488,131
Aurora	379,859	6.59%	\$21,050,797
Douglas County	223,390	3.88%	\$12,379,695
El Paso County	213,590	3.71%	\$11,836,605
Jefferson County	207,866	3.61%	\$11,519,395
Fort Collins	170,318	2.95%	\$9,438,581
Lakewood	158,410	2.75%	\$8,778,670
Weld County	154,457	2.68%	\$8,559,619
Thornton	142,672	2.48%	\$7,906,511
Arapahoe County	136,275	2.36%	\$7,552,010
Arvada	120,898	2.10%	\$6,699,853
Adams County	113,943	1.98%	\$6,314,425
Westminster	113,191	1.96%	\$6,272,751
Pueblo	112,251	1.95%	\$6,220,659
Centennial	111,096	1.93%	\$6,156,652
Greeley	108,633	1.88%	\$6,020,159
Boulder	106,473	1.85%	\$5,900,457

This project will require 20-25 MM in PAB allocation. 3-4x Arvada's allocation.

Garfield County	60,168	1.04%	\$3,334,358
Parker	57,701	1.00%	\$3,197,640
Pueblo County	55,859	0.97%	\$3,095,561
Eagle County	55,070	0.96%	\$3,051,839
Littleton	48,140	0.84%	\$2,667,794
Fremont County	47,645	0.83%	\$2,640,365
Brighton	41,664	0.72%	\$2,308,911
Northglenn	38,608	0.67%	\$2,139,555

2021 4 percent chfa pab pool

What happens if demand
exceeds supply?

CHFA staff will consider a variety of variables including (but not limited to):

- Date of construction closing
- Zoning / entitlements
- Construction drawings / pricing
- Financing commitments
- Amount of PAB per unit
- Market conditions
- Site suitability
- Proximity to existing housing credit units
- Financial feasibility
- Developer track record
- Does the project increase the affordable housing stock in Colorado?

A SELF RELIANT PATH

CCC will seek LIHTC CHAFA PAB Allocation. However, we cannot be reliant on decisions beyond our control.

Arvada should not allow CHAFA PAB Allocation decisions to prevent beneficial development in the community.

Council project approval that requires PAB allocation should encourage Arvada to allocate Arvada PAB to the CCC project.

The project may be viable with or without PAB allocation. Self Regulation mechanisms are available.

Our Goal

Delivery of new housing meeting LIHTC affordability price targets with or without using LIHTC funding.

Proposed Rents:

The Subject's proposed rents are detailed in the following table.

PROPOSED RENTS

Unit Type	Unit Size (SF)	Number of Units	Asking Rent	Utility Allowance (1)	Gross Rent	2020 LIHTC Maximum Allowable Gross Rent
@40%						
OBR / 1BA	600	10	\$570	\$130	\$700	\$700
1BR / 1BA	700	8	\$613	\$137	\$750	\$750
2BR / 2BA	1,000	4	\$735	\$165	\$900	\$900
@50%						
OBR / 1BA	600	24	\$745	\$130	\$875	\$875
1BR / 1BA	700	20	\$800	\$137	\$937	\$937
2BR / 2BA	1,000	10	\$960	\$165	\$1,125	\$1,125
@60%						
OBR / 1BA	600	62	\$920	\$130	\$1,050	\$1,050
1BR / 1BA	700	54	\$988	\$137	\$1,125	\$1,125
2BR / 2BA	1,000	8	\$1,185	\$165	\$1,350	\$1,350
@70%						
OBR / 1BA	600	24	\$1,095	\$130	\$1,225	\$1,225
1BR / 1BA	700	20	\$1,175	\$137	\$1,312	\$1,312
2BR / 2BA	1,000	10	\$1,410	\$165	\$1,575	\$1,575
@80%						
OBR / 1BA	600	10	\$1,270	\$130	\$1,400	\$1,400
1BR / 1BA	700	8	\$1,363	\$137	\$1,500	\$1,500
2BR / 2BA	1,000	4	\$1,635	\$165	\$1,800	\$1,800
276						

Notes (1) Source of Utility Allowance provided by the Developer.

BUILDING CLEAR CREEK COMMONS

Your approval of residential uses on our site today allows Clear Creek Commons to move forward with planning and zoning to actionable building plans for a development that will achieve impactful affordability at scale for Arvada.

THANK YOU



REPORT TO CITY COUNCIL PUBLIC HEARING

**AGENDA ITEM
10.C.**

TO: THE HONORABLE CITY COUNCIL

DATE: March 15, 2021

SUBJECT: CB21-007 An Ordinance Authorizing the Second Amendment to the 2021 Operating and Capital Budget in the Amount of \$1,650,000.00 and Authorizing an Intergovernmental Agreement Between the City of Arvada and the State of Colorado Acting By and Through the Department of Transportation, Pertaining to the Signal Replacements at West 64th Avenue & Simms Street and West 80th Avenue & Vance Drive, Project No. 20-TC-01 (CDOT Project No. SHO M040-037 (24218)) (Ordinance No. 4754)

Report in Brief

Council action is requested on the attached ordinance authorizing the second amendment to the 2021 operating and capital budget in the amount of \$1,650,000.00 and authorizing an Intergovernmental Agreement by and between the State of Colorado acting by and through the Department of Transportation and the City of Arvada for the signal replacements at West 64th Avenue & Simms Street and West 80th Avenue & Vance Drive, Project No. 20-TC-01 (CDOT Project No. SHO M040-037 (24218)).

The Arvada team recommends that the City Council approve CB21-007, An Ordinance Authorizing the Second Amendment to the 2021 Operating and Capital Budget in the Amount of \$1,650,000.00 and Authorizing an Intergovernmental Agreement Between the City of Arvada and the State of Colorado Acting By and Through the Department of Transportation, Pertaining to the Signal Replacements at West 64th Avenue & Simms Street and West 80th Avenue & Vance Drive, Project No. 20-TC-01 (CDOT Project No. SHO M040-037 (24218)).

Financial Impact

Funding for this project is available in Financial Project No. 93733 and 93735, HSIP 64th and Simms and HSIP 80th and Vance. The funding includes \$1,485,000.00 in federal aid and \$165,000 of local match contributions.

Background

In February 2017, the City was awarded a grant for \$550,000.00 through the Federal Highway Safety Improvement Program (HSIP) and the Colorado Department of Transportation (CDOT) to improve the intersections of West 64th Avenue & Simms Street and West 80th Avenue & Vance Drive. HSIP is a core federal aid program with the purpose of achieving a significant reduction in traffic fatalities and serious injuries on all public roads and whose objective is to target resources where they will be most effective, with a focus on performance. This project will reconstruct the traffic signals and upgrade pedestrian infrastructure to meet current standards at both locations. This project will also include slight widening of the northbound approach at West 80th Avenue & Vance Drive to accommodate a right turn lane.

In March 2020, the City requested and was awarded additional funding in the amount of \$1,100,000.00 for this project to offset rising construction costs, upgrade additional pedestrian infrastructure, and enhance intersection operations related to large-vehicle turning movements and constrained lane widths. With the additional funding, the City was able to successfully obtain a total of \$1,650,000.00 in federal aid.

Discussion

SUBJECT: CB21-007 An Ordinance Authorizing the Second Amendment to the 2021 Operating and Capital Budget in the Amount of \$1,650,000.00 and Authorizing an Intergovernmental Agreement Between the City of Arvada and the State of Colorado Acting By and Through the Department of Transportation, Pertaining to the Signal Replacements at West 64th Avenue & Simms Street and West 80th Avenue & Vance Drive, Project No. 20-TC-01 (CDOT Project No. SHO M040-037 (24218)) (Ordinance No. 4754)

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ITEM: 10.C.

Since 2017 when the City was awarded the original HSIP grant, construction costs have been steadily increasing. Furthermore, through the preliminary design process it was identified that additional improvements to surrounding pedestrian infrastructure and vehicle operations would benefit all transportation modes utilizing each of these intersections. In order to provide enhanced improvements, additional funding was requested and awarded by CDOT in March 2020.

Public Contact

Both motorists and pedestrians have expressed concerns at both intersection locations through emails, phone calls, and Ask Arvada submissions. The City team, in partnership with CDOT, was able to successfully obtain a federally funded grant. In addition, the City Council agenda was posted.

Commission Recommendation

N/A

Strategic Alignment

This action aligns with the City Council Strategic Plan Priority Area of Infrastructure with the principle to provide safe and efficient connections to modes of transportation, including transit, streets, sidewalks, and bikeways with a focus on enhanced technology at high-priority intersections improving safety and minimizing traffic congestion. Implementing routine and preventative maintenance measures on existing infrastructure greatly increases the efficiency of the City's transportation system while providing safe travel for all transportation modes.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve CB21-007, An Ordinance Authorizing the Second Amendment to the 2021 Operating and Capital Budget in the Amount of \$1,650,000.00 and Authorizing an Intergovernmental Agreement Between the City of Arvada and the State of Colorado Acting By and Through the Department of Transportation, Pertaining to the Signal Replacements at West 64th Avenue & Simms Street and West 80th Avenue & Vance Drive, Project No. 20-TC-01 (CDOT Project No. SHO M040-037 (24218)).

Suggested Motion:

I move that CB21-007, An Ordinance Authorizing the Second Amendment to the 2021 Operating and Capital Budget in the Amount of \$1,650,000.00 and Authorizing an Intergovernmental Agreement Between the City of Arvada and the State of Colorado Acting By and Through the Department of Transportation, Pertaining to the Signal Replacements at West 64th Avenue & Simms Street and West 80th Avenue & Vance Drive, Project No. 20-TC-01 (CDOT Project No. SHO M040-037 (24218)), be (approved on final reading, numbered 4754 and ordered published by title only) (rejected).

Prepared by:
Sylvia Lopo, Traffic Engineer

SUBJECT: CB21-007 An Ordinance Authorizing the Second Amendment to the 2021 Operating and Capital Budget in the Amount of \$1,650,000.00 and Authorizing an Intergovernmental Agreement Between the City of Arvada and the State of Colorado Acting By and Through the Department of Transportation, Pertaining to the Signal Replacements at West 64th Avenue & Simms Street and West 80th Avenue & Vance Drive, Project No. 20-TC-01 (CDOT Project No. SHO M040-037 (24218)) (Ordinance No. 4754)

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Reviewed by:

Karen Custer, Administrative Assistant 2/22/2021

Hannah Gregory, Legal Administrative Assistant 3/1/2021

Approved by:

Jacqueline Rhoades, Civil Engineer III 2/23/2021

Don Wick, Director of Public Works 2/26/2021

Bryan Archer, Director of Finance 2/26/2021

Erika Pierce, Litigation Paralegal 3/2/2021

Brad Moloney, Deputy City Attorney 3/2/2021

Rachel Morris, City Attorney 3/3/2021

Lorie Gillis, Deputy City Manager 3/3/2021

Mark Deven, City Manager 3/3/2021

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. CB21-007
ORDINANCE NO. 4754

AN ORDINANCE AUTHORIZING THE SECOND AMENDMENT TO THE 2021 OPERATING AND CAPITAL BUDGET IN THE AMOUNT OF \$1,650,000.00 AND AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ARVADA AND THE STATE OF COLORADO ACTING BY AND THROUGH THE DEPARTMENT OF TRANSPORTATION, PERTAINING TO THE SIGNAL REPLACEMENTS AT WEST 64TH AVENUE & SIMMS STREET AND WEST 80TH AVENUE & VANCE DRIVE, PROJECT NO. 20-TC-01 (CDOT PROJECT NO. SHO M040-037 (24218))

WHEREAS, intergovernmental agreements (“IGAs”) between political subdivisions of the State of Colorado are authorized by C.R.S. Sec. 29-1-103.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

Section 1. The 2021 Operating and Capital Budget for the Capital Improvements Fund is hereby amended to increase by an additional \$1,650,000.00 for the purpose of expenditure of the City’s match share, if any, from a grant through the Colorado Department of Transportation for signal replacements at West 64th Avenue & Simms Street and West 80th and Simms Street and West 80th Avenue and Vance Drive, Project No. 20-TC-01 (CDOT Project No. SHO M040-037 (24218)).

Section 2. The Mayor or Mayor Pro Tem is hereby authorized to sign and the City Clerk to attest, in form approved by the City Attorney, an Intergovernmental Agreement, which is attached hereto, by and between the City of Arvada and between the State of Colorado Acting By and Through the Department of Transportation for signal replacements at West 64th Avenue & Simms Street and West 80th and Simms Street and West 80th Avenue and Vance Drive, Project No. 20-TC-01 (CDOT Project No. SHO M040-037 (24218)).

Section 3. Copies of the proposed Intergovernmental Agreement are on file in the Office of the City Clerk and are available for inspection by the public.

Section 4. This ordinance shall take effect five days after publication following final passage.

INTRODUCED, READ, AND ORDERED PUBLISHED this 1st day of March, 2021.

PASSED, ADOPTED, AND APPROVED this 15th day of March, 2021.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

Publication dates: March 4, 2021
 March 18, 2021

By: _____

STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT

Signature and Cover Page

State Agency Department of Transportation		Agreement Routing Number 21-HA1-XC-03185	
Local Agency CITY OF ARVADA		Agreement Effective Date The later of the effective date or December 08, 2020	
Agreement Description Intersection Imp. @ 64th & Simms / 80th & Vance Dr.		Agreement Expiration Date December 07, 2030	
Project # SHO M040-037 (24218)	Region # 1	Contract Writer DZ	Agreement Maximum Amount \$1,650,000.00

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement and to bind the Party authorizing his or her signature.

LOCAL AGENCY CITY OF ARVADA _____ Marc Williams, Mayor Date: _____	STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director _____ Stephen Harelson, P.E., Chief Engineer Date: _____
Additional Local Agency Signatures _____ Kristen Rush, City Clerk Date: _____ _____ Approved As To Form: Emily Grogg, City Attorney Date: _____	LEGAL REVIEW Philip J. Weiser, Attorney General _____ Assistant Attorney General _____ By: (Print Name and Title) Date: _____
In accordance with §24-30-202 C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Department of Transportation Effective Date: _____	

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EXHIBIT L, SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT FORM
EXHIBIT M, OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS

1. PARTIES

This Agreement is entered into by and between Local Agency named on the Signature and Cover Page for this Agreement (“Local Agency”), and the STATE OF COLORADO acting by and through the State agency named on the Signature and Cover Page for this Agreement (the “State” or “CDOT”). Local Agency and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and Agreement Funds shall be expended within the dates shown in **Exhibit C** for each respective phase (“Phase Performance Period(s)”). The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Local Agency for any Work performed or expense incurred before 1) the Effective Date of this original Agreement; 2) before the encumbering document for the respective phase *and* the official

Notice to Proceed for the respective phase; or 3) after the Final Phase Performance End Date, as shown in **Exhibit C**. Additionally, the State shall have no obligation to pay Local Agency for any Work performed or expense incurred after the Agreement Expiration Date or after required billing deadline specified in **§7.B.i.e.**, the expiration of Multimodal Transportation Options Funding (“MMOF”) if applicable, whichever is sooner. The State’s obligation to pay Agreement Funds exclusive of MMOF will continue until the Agreement Expiration Date. If Agreement Funds expire before the Agreement Expiration Date, then no payments will be made after expiration of Agreement Funds.

B. Initial Term

The Parties’ respective performances under this Agreement shall commence on the Agreement Effective Date shown on the Signature and Cover Page for this Agreement and shall terminate on December 07, 2030 as shown on the Signature and Cover Page for this Agreement, unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. This subsection shall not apply to a termination of this Agreement by the State for breach by Local Agency, which shall be governed by **§14.A.i**.

i. Method and Content

The State shall notify Local Agency of such termination in accordance with **§16**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Local Agency shall be subject to **§14.A.i.a**

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Local Agency an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Local Agency for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Local Agency which are directly attributable to the uncompleted portion of Local Agency’s obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Local Agency hereunder.

3. AUTHORITY

Authority to enter into this Agreement exists in the law as follows:

A. Federal Authority

Pursuant to Title I, Subtitle A, of the “Fixing America’s Surface Transportation Act” (FAST Act) of 2015, and to applicable provisions of Title 23 of the United States Code and implementing regulations at Title 23 of the Code of Federal Regulations, as may be amended, (collectively referred to hereinafter as the “Federal Provisions”), certain federal funds have been and are expected to continue to be allocated for transportation projects requested by Local Agency and eligible under the Surface Transportation Improvement Program that has been proposed by the State and approved by the Federal Highway Administration (“FHWA”).

B. State Authority

Pursuant to CRS §43-1-223 and to applicable portions of the Federal Provisions, the State is responsible for the general administration and supervision of performance of projects in the Program, including the administration of federal funds for a Program project performed by a Local Agency under a contract with the State. This Agreement is executed under the authority of CRS §§29-1-203, 43-1-110; 43-1-116, 43-2-

101(4)(c) and 43-2-104.5.

4. PURPOSE

The purpose of this Agreement is to disburse Federal funds to the Local Agency pursuant to CDOT's Stewardship Agreement with the FHWA.

5. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **"Agreement"** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. **"Agreement Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- C. **"Award"** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- D. **"Budget"** means the budget for the Work described in **Exhibit C**.
- E. **"Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.
- F. **"Consultant"** means a professional engineer or designer hired by Local Agency to design the Work Product.
- G. **"Contractor"** means the general construction contractor hired by Local Agency to construct the Work.
- H. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.
- I. **"Effective Date"** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature and Cover Page for this Agreement.
- J. **"Evaluation"** means the process of examining Local Agency's Work and rating it based on criteria established in **§6, Exhibit A** and **Exhibit E**.
- K. **"Exhibits"** means the following exhibits attached to this Agreement:
 - i. **Exhibit A**, Statement of Work.
 - ii. **Exhibit B**, Sample Option Letter.
 - iii. **Exhibit C**, Funding Provisions
 - iv. **Exhibit D**, Local Agency Resolution
 - v. **Exhibit E**, Local Agency Contract Administration Checklist
 - vi. **Exhibit F**, Certification for Federal-Aid Contracts
 - vii. **Exhibit G**, Disadvantaged Business Enterprise
 - viii. **Exhibit H**, Local Agency Procedures for Consultant Services
 - ix. **Exhibit I**, Federal-Aid Contract Provisions for Construction Contracts
 - x. **Exhibit J**, Additional Federal Requirements
 - xi. **Exhibit K**, The Federal Funding Accountability and Transparency Act of 2006 (FFATA) Supplemental Federal Provisions
 - xii. **Exhibit L**, Sample Sub-Recipient Monitoring and Risk Assessment Form
 - xiii. **Exhibit M**, Supplemental Provisions for Federal Awards Subject to The Office of Management and Budget Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards (the "Uniform Guidance")
- L. **"Federal Award"** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- M. **"Federal Awarding Agency"** means a Federal agency providing a Federal Award to a Recipient.

- N. **"FHWA"** means the Federal Highway Administration, which is one of the twelve administrations under the Office of the Secretary of Transportation at the U.S. Department of Transportation. FHWA provides stewardship over the construction, maintenance and preservation of the Nation's highways and tunnels. FHWA is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.
- O. **"Goods"** means any movable material acquired, produced, or delivered by Local Agency as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Local Agency in connection with the Services.
- P. **"Incident"** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- Q. **"Initial Term"** means the time period defined in §2.B
- R. **"Multimodal Transportation Options Funding"** or **"MMOF"** means money transferred from the general fund to the fund pursuant to C.R.S. §§24-75-219 (5)(a)(III) and (5)(b)(III) and any other money that the general assembly may appropriate or transfer to the fund.
- S. **"Notice to Proceed"** means the letter issued by the State to the Local Agency stating the date the Local Agency can begin work subject to the conditions of this Agreement.
- T. **"OMB"** means the Executive Office of the President, Office of Management and Budget.
- U. **"Oversight"** means the term as it is defined in the Stewardship Agreement between CDOT and the FHWA.
- V. **"Party"** means the State or Local Agency, and **"Parties"** means both the State and Local Agency.
- W. **"PII"** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 C.R.S.
- X. **"Recipient"** means the Colorado Department of Transportation (CDOT) for this Federal Award.
- Y. **"Services"** means the services to be performed by Local Agency as set forth in this Agreement, and shall include any services to be rendered by Local Agency in connection with the Goods.
- Z. **"State Confidential Information"** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII and State personnel records not subject to disclosure under CORA.
- AA. **"State Fiscal Rules"** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a).
- BB. **"State Fiscal Year"** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- CC. **"State Purchasing Director"** means the position described in the Colorado Procurement Code and its implementing regulations.
- DD. **"State Records"** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- EE. **"Subcontractor"** means third-parties, if any, engaged by Local Agency to aid in performance of the Work.
- FF. **"Subrecipient"** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency.
- GG. **"Uniform Guidance"** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB

Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.

HH. **“Work”** means the delivery of the Goods and performance of the Services in compliance with CDOT’s Local Agency Manual described in this Agreement.

II. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

6. STATEMENT OF WORK

Local Agency shall complete the Work as described in this Agreement and in accordance with the provisions of **Exhibit A**, and the Local Agency Manual. The State shall have no liability to compensate Local Agency for the delivery of any Goods or the performance of any Services that are not specifically set forth in this Agreement.

Work may be divided into multiple phases that have separate periods of performance. The State may not compensate for Work that Local Agency performs outside of its designated phase performance period. The performance period of phases, including, but not limited to Design, Construction, Right of Way, Utilities, or Environment phases, are identified in **Exhibit C**. The State may unilaterally modify **Exhibit C** from time to time, at its sole discretion, to extend the period of performance for a phase of Work authorized under this Agreement. To exercise this phase performance period extension option, the State will provide written notice to Local Agency in a form substantially equivalent to **Exhibit B**. The State’s unilateral extension of phase performance periods will not amend or alter in any way the funding provisions or any other terms specified in this Agreement, notwithstanding the options listed under **§7.E**

A. Local Agency Commitments

i. Design

If the Work includes preliminary design, final design, design work sheets, or special provisions and estimates (collectively referred to as the “Plans”), Local Agency shall ensure that it and its Contractors comply with and are responsible for satisfying the following requirements:

- a. Perform or provide the Plans to the extent required by the nature of the Work.
- b. Prepare final design in accordance with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by the State.
- c. Prepare provisions and estimates in accordance with the most current version of the State’s Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction or Local Agency specifications if approved by the State.
- d. Include details of any required detours in the Plans in order to prevent any interference of the construction Work and to protect the traveling public.
- e. Stamp the Plans as produced by a Colorado registered professional engineer.
- f. Provide final assembly of Plans and all other necessary documents.
- g. Ensure the Plans are accurate and complete.
- h. Make no further changes in the Plans following the award of the construction contract to Contractor unless agreed to in writing by the Parties. The Plans shall be considered final when approved in writing by CDOT, and when final, they will be deemed incorporated herein.

ii. Local Agency Work

- a. Local Agency shall comply with the requirements of the Americans With Disabilities Act (ADA) 42 U.S.C. § 12101, et. seq., and applicable federal regulations and standards as contained in the document “ADA Accessibility Requirements in CDOT Transportation Projects”.
 - b. Local Agency shall afford the State ample opportunity to review the Plans and shall make any changes in the Plans that are directed by the State to comply with FHWA requirements.
 - c. Local Agency may enter into a contract with a Consultant to perform all or any portion of the Plans and/or construction administration. Provided, however, if federal-aid funds are involved in the cost of such Work to be done by such Consultant, such Consultant contract (and the performance provision of the Plans under the contract) must comply with all applicable requirements of 23 C.F.R. Part 172 and with any procedures implementing those requirements as provided by the State, including those in **Exhibit H**. If Local Agency enters into a contract with a Consultant for the Work:
 - 1) Local Agency shall submit a certification that procurement of any Consultant contract complies with the requirements of 23 C.F.R. 172.5(1) prior to entering into such Consultant contract, subject to the State’s approval. If not approved by the State, Local Agency shall not enter into such Consultant contract.
 - 2) Local Agency shall ensure that all changes in the Consultant contract have prior approval by the State and FHWA and that they are in writing. Immediately after the Consultant contract has been awarded, one copy of the executed Consultant contract and any amendments shall be submitted to the State.
 - 3) Local Agency shall require that all billings under the Consultant contract comply with the State’s standardized billing format. Examples of the billing formats are available from the CDOT Agreements Office.
 - 4) Local Agency (and any Consultant) shall comply with 23 C.F.R. 172.5(b) and (d) and use the CDOT procedures described in **Exhibit H** to administer the Consultant contract.
 - 5) Local Agency may expedite any CDOT approval of its procurement process and/or Consultant contract by submitting a letter to CDOT from Local Agency’s attorney/authorized representative certifying compliance with **Exhibit H** and 23 C.F.R. 172.5(b) and (d).
 - 6) Local Agency shall ensure that the Consultant contract complies with the requirements of 49 CFR 18.36(i) and contains the following language verbatim:
 - (a) The design work under this Agreement shall be compatible with the requirements of the contract between Local Agency and the State (which is incorporated herein by this reference) for the design/construction of the project. The State is an intended third-party beneficiary of this agreement for that purpose.
 - (b) Upon advertisement of the project work for construction, the consultant shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project.
 - (c) The consultant shall review the construction Contractor’s shop drawings for conformance with the contract documents and compliance with the provisions of the State’s publication, Standard Specifications for Road and Bridge Construction, in connection with this work.
 - (d) The State, in its sole discretion, may review construction plans, special provisions and estimates and may require Local Agency to make such changes therein as the State determines necessary to comply with State and FHWA requirements.
- iii. Construction
- If the Work includes construction, Local Agency shall perform the construction in accordance with the approved design plans and/or administer the construction in accordance with **Exhibit E**. Such administration shall include Work inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for

contract modification orders and minor contract revisions; processing construction Contractor claims; construction supervision; and meeting the quality control requirements of the FHWA/CDOT Stewardship Agreement, as described in **Exhibit E**.

- a. The State may, after providing written notice of the reason for the suspension to Local Agency, suspend the Work, wholly or in part, due to the failure of Local Agency or its Contractor to correct conditions which are unsafe for workers or for such periods as the State may deem necessary due to unsuitable weather, or for conditions considered unsuitable for the prosecution of the Work, or for any other condition or reason deemed by the State to be in the public interest.
- b. Local Agency shall be responsible for the following:
 - 1) Appointing a qualified professional engineer, licensed in the State of Colorado, as Local Agency Project Engineer (LAPE), to perform engineering administration. The LAPE shall administer the Work in accordance with this Agreement, the requirements of the construction contract and applicable State procedures, as defined in the CDOT Local Agency Manual (https://www.codot.gov/business/designsupport/bulletins_manuals/2006-local-agency-manual).
 - 2) For the construction Services, advertising the call for bids, following its approval by the State, and awarding the construction contract(s) to the lowest responsible bidder(s).
 - (a) All Local Agency's advertising and bid awards pursuant to this Agreement shall comply with applicable requirements of 23 U.S.C. §112 and 23 C.F.R. Parts 633 and 635 and C.R.S. § 24-92-101 et seq. Those requirements include, without limitation, that Local Agency and its Contractor(s) incorporate Form 1273 (Exhibit I) in its entirety, verbatim, into any subcontract(s) for Services as terms and conditions thereof, as required by 23 C.F.R. 633.102(e).
 - (b) Local Agency may accept or reject the proposal of the apparent low bidder for Work on which competitive bids have been received. Local Agency must accept or reject such bids within 3 working days after they are publicly opened.
 - (c) If Local Agency accepts bids and makes awards that exceed the amount of available Agreement Funds, Local Agency shall provide the additional funds necessary to complete the Work or not award such bids.
 - (d) The requirements of §6.A.iii.b.2 also apply to any advertising and bid awards made by the State.
 - (e) The State (and in some cases FHWA) must approve in advance all Force Account Construction, and Local Agency shall not initiate any such Services until the State issues a written Notice to Proceed.

iv. Right of Way (ROW) and Acquisition/Relocation

- a. If Local Agency purchases a ROW for a State highway, including areas of influence, Local Agency shall convey the ROW to CDOT promptly upon the completion of the project/construction.
- b. Any acquisition/relocation activities shall comply with all applicable federal and State statutes and regulations, including but not limited to, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, as amended (49 C.F.R. Part 24), CDOT's Right of Way Manual, and CDOT's Policy and Procedural Directives.
- c. The Parties' respective responsibilities for ensuring compliance with acquisition, relocation and incidentals depend on the level of federal participation as detailed in CDOT's Right of Way Manual (located at <http://www.codot.gov/business/manuals/right-of-way>); however, the State always retains oversight responsibilities.
- d. The Parties' respective responsibilities at each level of federal participation in CDOT's Right of Way Manual, and the State's reimbursement of Local Agency costs will be determined pursuant to the following categories:

- 1) Right of way acquisition (3111) for federal participation and non-participation;
- 2) Relocation activities, if applicable (3109);
- 3) Right of way incidentals, if applicable (expenses incidental to acquisition/relocation of right of way – 3114).

v. Utilities

If necessary, Local Agency shall be responsible for obtaining the proper clearance or approval from any utility company that may become involved in the Work. Prior to the Work being advertised for bids, Local Agency shall certify in writing to the State that all such clearances have been obtained.

vi. Railroads

If the Work involves modification of a railroad company's facilities and such modification will be accomplished by the railroad company, Local Agency shall make timely application to the Public Utilities Commission ("PUC") requesting its order providing for the installation of the proposed improvements. Local Agency shall not proceed with that part of the Work before obtaining the PUC's order. Local Agency shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 C.F.R. 646, subpart B, concerning federal-aid projects involving railroad facilities, and:

- a. Execute an agreement with the railroad company setting out what work is to be accomplished and the location(s) thereof, and which costs shall be eligible for federal participation.
- b. Obtain the railroad's detailed estimate of the cost of the Work.
- c. Establish future maintenance responsibilities for the proposed installation.
- d. Proscribe in the agreement the future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.
- e. Establish future repair and/or replacement responsibilities, as between the railroad company and the Local Agency, in the event of accidental destruction or damage to the installation.

vii. Environmental Obligations

Local Agency shall perform all Work in accordance with the requirements of current federal and State environmental regulations, including the National Environmental Policy Act of 1969 (NEPA) as applicable.

viii. Maintenance Obligations

Local Agency shall maintain and operate the Work constructed under this Agreement at its own cost and expense during their useful life, in a manner satisfactory to the State and FHWA. Local Agency shall conduct such maintenance and operations in accordance with all applicable statutes, ordinances, and regulations pertaining to maintaining such improvements. The State and FHWA may make periodic inspections to verify that such improvements are being adequately maintained.

ix. Monitoring Obligations

Local Agency shall respond in a timely manner to and participate fully with the monitoring activities described in **§7.F.vi**.

B. State's Commitments

- i. The State will perform a final project inspection of the Work as a quality control/assurance activity. When all Work has been satisfactorily completed, the State will sign the FHWA Form 1212.
- ii. Notwithstanding any consents or approvals given by the State for the Plans, the State shall not be liable or responsible in any manner for the structural design, details or construction of any Work constituting major structures designed by, or that are the responsibility of, Local Agency, as identified in **Exhibit E**.

7. PAYMENTS

A. Maximum Amount

Payments to Local Agency are limited to the unpaid, obligated balance of the Agreement Funds set forth in **Exhibit C**. The State shall not pay Local Agency any amount under this Agreement that exceeds the Agreement Maximum set forth in **Exhibit C**.

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Local Agency in the amounts and in accordance with conditions set forth in **Exhibit C**.
- b. Local Agency shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Local Agency and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Local Agency shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.
- e. If a project is funded in part by the State with MMOF there is an expiration date for the funds. The expiration date applies to grants and local funds used to match grants. In order to receive payment from the State or credit for the match, Work must be completed prior to the expiration date of funding and invoiced in compliance with C.R.S. §§24-75-102(a) and 24-30-202(11). Billing for this work must be submitted 30 days prior to the end of the State Fiscal Year which is June 30th.

ii. Interest

Amounts not paid by the State within 45 days after the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 46th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Local Agency shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days interest to be paid and the interest rate.

iii. Payment Disputes

If Local Agency disputes any calculation, determination, or amount of any payment, Local Agency shall notify the State in writing of its dispute within 30 days following the earlier to occur of Local Agency's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Local Agency and may make changes to its determination based on this review. The calculation, determination, or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

- a. The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Local Agency beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Agreement Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Agreement Funds, the State's obligation to pay Local Agency shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Agreement Funds, and the State's liability for such payments shall be limited to the amount remaining of such Agreement Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and

this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§2.C**.

- b. If the agreement funds are terminated, the State can terminate the contract early. Payment due for work done to the date of termination will be processed in a manner consistent with **§2.C**.

v. Erroneous Payments

The State may recover, at the State's discretion, payments made to Local Agency in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Local Agency. The State may recover such payments by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Local Agency, or by any other appropriate method for collecting debts owed to the State. The close out of a Federal Award does not affect the right of FHWA or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period (as defined below in **§9.A**).

C. Matching Funds

Local Agency shall provide matching funds as provided in **§7.A** and **Exhibit C**. Local Agency shall have raised the full amount of matching funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Local Agency's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Local Agency and paid into Local Agency's treasury. Local Agency represents to the State that the amount designated "Local Agency Matching Funds" in **Exhibit C** has been legally appropriated for the purpose of this Agreement by its authorized representatives and paid into its treasury. Local Agency may evidence such obligation by an appropriate ordinance/resolution or other authority letter expressly authorizing Local Agency to enter into this Agreement and to expend its match share of the Work. A copy of any such ordinance/resolution or authority letter is attached hereto as **Exhibit D**. Local Agency does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Local Agency. Local Agency shall not pay or be liable for any claimed interest, late charges, fees, taxes, or penalties of any nature, except as required by Local Agency's laws or policies.

D. Reimbursement of Local Agency Costs

The State shall reimburse Local Agency's allowable costs, not exceeding the maximum total amount described in **Exhibit C** and **§7**. The applicable principles described in 2 C.F.R. Part 200 shall govern the State's obligation to reimburse all costs incurred by Local Agency and submitted to the State for reimbursement hereunder, and Local Agency shall comply with all such principles. The State shall reimburse Local Agency for the federal-aid share of properly documented costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and **Exhibit C**. Local Agency costs for Work performed prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. Local Agency costs for Work performed after any Performance Period End Date for a respective phase of the Work, is not reimbursable. Allowable costs shall be:

- i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided.
- ii. Actual net cost to Local Agency (i.e. the price paid minus any items of value received by Local Agency that reduce the cost actually incurred).

E. Unilateral Modification of Agreement Funds Budget by State Option Letter

The State may, at its discretion, issue an "Option Letter" to Local Agency to add or modify Work phases in the Work schedule in **Exhibit C** if such modifications do not increase total budgeted Agreement Funds. Such Option Letters shall amend and update **Exhibit C**, Sections 2 or 4 of the Table, and sub-sections B and C of the **Exhibit C**. Option Letters shall not be deemed valid until signed by the State Controller or an authorized delegate. Modification of **Exhibit C** by unilateral Option Letter is permitted only in the specific scenarios listed below. The State will exercise such options by providing Local Agency a fully executed Option Letter, in a form substantially equivalent to **Exhibit B**. Such Option Letters will be incorporated into this Agreement.

i. Option to Begin a Phase and/or Increase or Decrease the Encumbrance Amount

The State may require by Option Letter that Local Agency begin a new Work phase that may include Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous Work (but may not include Right of Way Acquisition/Relocation or Railroads) as detailed in **Exhibit A**. Such Option Letters may not modify the other terms and conditions stated in this Agreement, and must decrease the amount budgeted and encumbered for one or more other Work phases so that the total amount of budgeted Agreement Funds remains the same. The State may also issue a unilateral Option Letter to simultaneously increase and decrease the total encumbrance amount of two or more existing Work phases, as long as the total amount of budgeted Agreement Funds remains the same, replacing the original Agreement Funding exhibit (**Exhibit C**) with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.).

ii. Option to Transfer Funds from One Phase to Another Phase.

The State may require or permit Local Agency to transfer Agreement Funds from one Work phase (Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous) to another phase as a result of changes to State, federal, and local match funding. In such case, the original funding exhibit (**Exhibit C**) will be replaced with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.) attached to the Option Letter. The Agreement Funds transferred from one Work phase to another are subject to the same terms and conditions stated in the original Agreement with the total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a fully executed Option Letter to Local Agency within thirty (30) days before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B**.

iii. Option to Exercise Options i and ii.

The State may require Local Agency to add a Work phase as detailed in **Exhibit A**, and encumber and transfer Agreement Funds from one Work phase to another. The original funding exhibit (**Exhibit C**) in the original Agreement will be replaced with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.) attached to the Option Letter. The addition of a Work phase and encumbrance and transfer of Agreement Funds are subject to the same terms and conditions stated in the original Agreement with the total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a fully executed Option Letter to Local Agency within 30 days before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B**.

iv. Option to Update a Work Phase Performance Period and/or modify information required under the OMB Uniform Guidance, as outlined in **Exhibit C**. The State may update any information contained in **Exhibit C**, Sections 2 and 4 of the Table, and sub-sections B and C of the **Exhibit C**.

F. Accounting

Local Agency shall establish and maintain accounting systems in accordance with generally accepted accounting standards (a separate set of accounts, or as a separate and integral part of its current accounting scheme). Such accounting systems shall, at a minimum, provide as follows:

i. Local Agency Performing the Work

If Local Agency is performing the Work, it shall document all allowable costs, including any approved Services contributed by Local Agency or subcontractors, using payrolls, time records, invoices, contracts, vouchers, and other applicable records.

ii. Local Agency-Checks or Draws

Checks issued or draws made by Local Agency shall be made or drawn against properly signed vouchers detailing the purpose thereof. Local Agency shall keep on file all checks, payrolls, invoices, contracts, vouchers, orders, and other accounting documents in the office of Local Agency, clearly identified, readily accessible, and to the extent feasible, separate and apart from all other Work documents.

iii. State-Administrative Services

The State may perform any necessary administrative support services required hereunder. Local Agency shall reimburse the State for the costs of any such services from the budgeted Agreement Funds as

provided for in **Exhibit C**. If FHWA Agreement Funds are or become unavailable, or if Local Agency terminates this Agreement prior to the Work being approved by the State or otherwise completed, then all actual incurred costs of such services and assistance provided by the State shall be reimbursed to the State by Local Agency at its sole expense.

iv. Local Agency-Invoices

Local Agency's invoices shall describe in detail the reimbursable costs incurred by Local Agency for which it seeks reimbursement, the dates such costs were incurred and the amounts thereof, and Local Agency shall not submit more than one invoice per month.

v. Invoicing Within 60 Days

The State shall not be liable to reimburse Local Agency for any costs invoiced more than 60 days after the date on which the costs were incurred, including costs included in Local Agency's final invoice. The State may withhold final payment to Local Agency at the State's sole discretion until completion of final audit. Any costs incurred by Local Agency that are not allowable under 2 C.F.R. Part 200 shall be Local Agency's responsibility, and the State will deduct such disallowed costs from any payments due to Local Agency. The State will not reimburse costs for Work performed after the Performance Period End Date for a respective Work phase. The State will not reimburse costs for Work performed prior to Performance Period End Date, but for which an invoice is received more than 60 days after the Performance Period End Date.

vi. Risk Assessment & Monitoring

Pursuant to 2 C.F.R. 200.331(b), – CDOT will evaluate Local Agency's risk of noncompliance with federal statutes, regulations, and terms and conditions of this Agreement. Local Agency shall complete a Risk Assessment Form (**Exhibit L**) when that may be requested by CDOT. The risk assessment is a quantitative and/or qualitative determination of the potential for Local Agency's non-compliance with the requirements of the Federal Award. The risk assessment will evaluate some or all of the following factors:

- Experience: Factors associated with the experience and history of the Subrecipient with the same or similar Federal Awards or grants.
- Monitoring/Audit: Factors associated with the results of the Subrecipient's previous audits or monitoring visits, including those performed by the Federal Awarding Agency, when the Subrecipient also receives direct federal funding. Include audit results if Subrecipient receives single audit, where the specific award being assessed was selected as a major program.
- Operation: Factors associated with the significant aspects of the Subrecipient's operations, in which failure could impact the Subrecipient's ability to perform and account for the contracted goods or services.
- Financial: Factors associated with the Subrecipient's financial stability and ability to comply with financial requirements of the Federal Award.
- Internal Controls: Factors associated with safeguarding assets and resources, deterring and detecting errors, fraud and theft, ensuring accuracy and completeness of accounting data, producing reliable and timely financial and management information, and ensuring adherence to its policies and plans.
- Impact: Factors associated with the potential impact of a Subrecipient's non-compliance to the overall success of the program objectives.
- Program Management: Factors associated with processes to manage critical personnel, approved written procedures, and knowledge of rules and regulations regarding federal-aid projects.

Following Local Agency's completion of the Risk Assessment Tool (**Exhibit L**), CDOT will determine the level of monitoring it will apply to Local Agency's performance of the Work. This risk assessment may be re-evaluated after CDOT begins performing monitoring activities.

G. Close Out

Local Agency shall close out this Award within 90 days after the Final Phase Performance End Date. Close out requires Local Agency's submission to the State of all deliverables defined in this Agreement, and Local Agency's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If FHWA has not closed this Federal Award within 1 year and 90 days after the Final Phase Performance End Date due to Local Agency's failure to submit required documentation, then Local Agency may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

8. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to §19 or pursuant to any exhibit, for any contract having a term longer than 3 months, Local Agency shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five (5) Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Local Agency is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Local Agency's ability to perform its obligations under this Agreement, Local Agency shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified in §16.

C. Performance and Final Status

Local Agency shall submit all financial, performance and other reports to the State no later than 60 calendar days after the Final Phase Performance End Date or sooner termination of this Agreement, containing an Evaluation of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

D. Violations Reporting

Local Agency must disclose, in a timely manner, in writing to the State and FHWA, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. Penalties for noncompliance may include suspension or debarment (2 CFR Part 180 and 31 U.S.C. 3321).

9. LOCAL AGENCY RECORDS

A. Maintenance

Local Agency shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Local Agency shall maintain such records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Local Agency in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Local Agency shall permit the State to audit, inspect, examine, excerpt, copy, and transcribe Local Agency Records during the Record Retention Period. Local Agency shall make Local Agency Records available during normal business hours at Local Agency's office or place of business, or at other mutually agreed upon

times or locations, upon no fewer than 2 Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Local Agency's performance of its obligations under this Agreement using procedures as determined by the State. The State shall monitor Local Agency's performance in a manner that does not unduly interfere with Local Agency's performance of the Work.

D. Final Audit Report

Local Agency shall promptly submit to the State a copy of any final audit report of an audit performed on Local Agency's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Local Agency or a third party.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Local Agency shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Local Agency for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Local Agency under CORA. Local Agency shall not, without prior written approval of the State, use for Local Agency's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Agreement. Local Agency shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Local Agency shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Local Agency may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Local Agency shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Agreement, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Local Agency shall provide copies of those signed nondisclosure agreements to the State upon request.

C. Use, Security, and Retention

Local Agency shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Local Agency shall provide the State with access, subject to Local Agency's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Local Agency shall return State Records provided to Local Agency or destroy such State Records and certify to the State that it has done so, as directed by the State. If Local Agency is prevented by law or regulation from returning or destroying State Confidential Information, Local Agency warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Local Agency becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Local Agency can establish that none of Local Agency or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Local Agency shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Local Agency shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which

may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

11. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Local Agency shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Local Agency under this Agreement. Such a conflict of interest would arise when a Local Agency or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement. Officers, employees and agents of Local Agency may neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts.

B. Apparent Conflicts of Interest

Local Agency acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Local Agency shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Local Agency's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Local Agency is uncertain whether a conflict or the appearance of a conflict has arisen, Local Agency shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

12. INSURANCE

Local Agency shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies with an AM Best rating of A-VIII or better.

A. Local Agency Insurance

Local Agency is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA") and shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA.

B. Subcontractor Requirements

Local Agency shall ensure that each Subcontractor that is a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA. Local Agency shall ensure that each Subcontractor that is not a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement all of the following insurance policies:

i. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Local Agency or Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- a. \$1,000,000 each occurrence;
- b. \$1,000,000 general aggregate;

- c. \$1,000,000 products and completed operations aggregate; and
 - d. \$50,000 any 1 fire.
- iii. Automobile Liability
Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.
- iv. Protected Information
Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:
 - a. \$1,000,000 each occurrence; and
 - b. \$2,000,000 general aggregate.
- v. Professional Liability Insurance
Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:
 - a. \$1,000,000 each occurrence; and
 - b. \$1,000,000 general aggregate.
- vi. Crime Insurance
Crime insurance including employee dishonesty coverage with minimum limits as follows:
 - a. \$1,000,000 each occurrence; and
 - b. \$1,000,000 general aggregate.
- C. Additional Insured
The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Local Agency and Subcontractors. In the event of cancellation of any commercial general liability policy, the carrier shall provide at least 10 days prior written notice to CDOT.
- D. Primacy of Coverage
Coverage required of Local Agency and each Subcontractor shall be primary over any insurance or self-insurance program carried by Local Agency or the State.
- E. Cancellation
All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Local Agency and Local Agency shall forward such notice to the State in accordance with §16 within 7 days of Local Agency's receipt of such notice.
- F. Subrogation Waiver
All commercial insurance policies secured or maintained by Local Agency or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Local Agency or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
- G. Certificates
For each commercial insurance plan provided by Local Agency under this Agreement, Local Agency shall provide to the State certificates evidencing Local Agency's insurance coverage required in this Agreement within 7 Business Days following the Effective Date. Local Agency shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within 7 Business Days following the Effective Date, except that, if Local Agency's subcontract is not in effect as of the Effective

Date, Local Agency shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within 7 Business Days following Local Agency's execution of the subcontract. No later than 15 days before the expiration date of Local Agency's or any Subcontractor's coverage, Local Agency shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Local Agency shall, within 7 Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this **§12**.

13. BREACH

A. Defined

The failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner, shall be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Local Agency, or the appointment of a receiver or similar officer for Local Agency or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in **§14** for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in the Agreement in order to protect the public interest of the State.

14. REMEDIES

A. State's Remedies

If Local Agency is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in **§13.B**, shall have all of the remedies listed in this **§14.A**, in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Local Agency's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Local Agency shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Local Agency shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Local Agency shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Local Agency shall assign to the State all of Local Agency's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Local Agency shall take timely, reasonable and necessary action to protect and preserve property in the possession of Local Agency but in which the State has an interest. At the State's request, Local Agency shall return materials owned by the State in Local Agency's possession at the time of any termination. Local Agency shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Local Agency for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Local Agency was not in breach or that Local Agency's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.C**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Local Agency shall remain liable to the State for any damages sustained by the State in connection with any breach by Local Agency, and the State may withhold payment to Local Agency for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Local Agency is determined. The State may withhold any amount that may be due Local Agency as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Local Agency's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Local Agency to an adjustment in price or cost or an adjustment in the performance schedule. Local Agency shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Local Agency after the suspension of performance.

b. Withhold Payment

Withhold payment to Local Agency until Local Agency corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Local Agency's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal from the Work of any of Local Agency's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes a patent, copyright, trademark, trade secret, or other intellectual property right, Local Agency shall, as approved by the State **(a)** secure that right to use such Work for the State or Local Agency; **(b)** replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, **(c)** remove any infringing Work and refund the amount paid for such Work to the State.

B. Local Agency's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Local Agency, following the notice and cure period in **§13.B** and the dispute resolution process in **§15** shall have all remedies available at law and equity.

15. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Local Agency for resolution.

B. Resolution of Controversies

If the initial resolution described in §15.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDOT as

described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109, 24-109-101.1, 24-109-101.5, 24-109-106, 24-109-107, 24-109-201 through 24-109-206, and 24-109-501 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

16. NOTICES AND REPRESENTATIVES

Each individual identified below shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered **(i)** by hand with receipt required, **(ii)** by certified or registered mail to such Party's principal representative at the address set forth below or **(iii)** as an email with read receipt requested to the principal representative at the email address, if any, set forth below. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §16 without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

For the State

Colorado Department of Transportation (CDOT)
Tracy Vance, CEPM - I
CDOT - Region 1
2829 W. Howard Place, 2nd Floor
Denver, CO 80204
303-512-4090
tracy.vance@state.co.us

For the Local Agency

CITY OF ARVADA
Sylvia Lopo, Traffic Engineer
8101 Ralston Rd
Arvada, CO 80002-8101
720-898-7653
slopo@arvada.org

17. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Local Agency assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Local Agency is under contract with the State at the time, Local Agency shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire.

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Local Agency hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights

or similar rights with respect to the Work Product throughout the world. To the extent that Local Agency cannot make any of the assignments required by this section, Local Agency hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Local Agency grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Local Agency that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives, or other documents, drawings, models, materials, data, and information shall be the exclusive property of the State (collectively, "State Materials"). Local Agency shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Local Agency's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Local Agency shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

18. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the GIA; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Local Agency under this Agreement is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this **§19** shall apply. Local Agency agrees to be governed by and comply with the provisions of §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Local Agency's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

20. GENERAL PROVISIONS

A. Assignment

Local Agency's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Local Agency's rights and obligations approved by the State shall be subject to the provisions of this Agreement

B. Subcontracts

Local Agency shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Local Agency shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Local Agency in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

C. Binding Effect

Except as otherwise provided in **§20.A.** all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. Jurisdiction and Venue

All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than contract amendments, shall conform to the policies promulgated by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

K. Order of Precedence

In the event of a conflict or inconsistency between this Agreement and any exhibits or attachment such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i. Colorado Special Provisions in the main body of this Agreement.
- ii. The provisions of the other sections of the main body of this Agreement.
- iii. **Exhibit A**, Statement of Work.
- iv. **Exhibit D**, Local Agency Resolution.
- v. **Exhibit C**, Funding Provisions.
- vi. **Exhibit B**, Sample Option Letter.
- vii. **Exhibit E**, Local Agency Contract Administration Checklist.
- viii. Other exhibits in descending order of their attachment.

L. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of the Agreement.

M. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other Party.

N. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§20.C**, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

O. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

P. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-103.5-101 C.R.S., if any, are subject to public release through the CORA.

Q. Standard and Manner of Performance

Local Agency shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Local Agency's industry, trade, or profession.

R. Licenses, Permits, and Other Authorizations.

Local Agency shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

21. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State.

Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. COMPLIANCE WITH LAW.

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due

under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, et seq., C.R.S.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor **(i)** shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment (“Department Program”) to undertake pre-employment screening of job applicants while this Contract is being performed, **(ii)** shall notify the Subcontractor and the contracting State agency or institution of higher education within 3 days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, **(iii)** shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and **(iv)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101, et seq., C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, et seq., C.R.S.

Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Contractor **(i)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(ii)** shall comply with the provisions of §§24-76.5-101, et seq., C.R.S., and **(iii)** has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Contract.

Revised 11-1-18

22. FEDERAL REQUIREMENTS

Local Agency and/or their contractors, subcontractors, and consultants shall at all times during the execution of this Agreement strictly adhere to, and comply with, all applicable federal and State laws, and their implementing regulations, as they currently exist and may hereafter be amended. A summary of applicable federal provisions are attached hereto as Exhibit F, Exhibit I, Exhibit J, Exhibit K and Exhibit M are hereby incorporated by this reference.

23. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Local Agency will comply with all requirements of Exhibit G and Local Agency Contract Administration Checklist regarding DBE requirements for the Work, except that if Local Agency desires to use its own DBE program to implement and administer the DBE provisions of 49 C.F.R. Part 26 under this Agreement, it must submit a copy of its program’s requirements to the State for review and approval before the execution of this Agreement. If Local Agency uses any State- approved DBE program for this Agreement, Local Agency shall be solely responsible to defend that DBE program and its use of that program against all legal and other challenges or complaints, at its sole cost and expense. Such responsibility includes, without limitation, determinations concerning DBE eligibility requirements and certification, adequate legal and factual bases for DBE goals and good faith efforts. State approval (if provided) of Local Agency’s DBE program does not waive or modify the sole responsibility of Local Agency for use of its program.

24. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of CDOT. In connection with any appeal proceeding under this clause, Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Local Agency shall proceed diligently with the performance of this Agreement in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals shall be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this Agreement, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

EXHIBIT A
SCOPE OF WORK

Intersection Improvements at 64th & Simms, and 80th and Vance Dr.
SHO M040-037
SubAccount #24218

The proposed project will provide intersection safety improvements at two locations in Arvada.

The improvements at 64th Avenue & Simms Street will replace the traffic signal equipment, upgrade curb ramps to meet current ADA standards and improve pedestrian accessibility. The existing intersection geometry will be modified with the removal of the channelizing island in the southwest corner and modifications to the curb returns in the northeast and southeast corners.

The improvements 80th Avenue & Vance Drive will replace the traffic signal equipment, upgrade curb ramps to meet current ADA standards and improve turning vehicle sight distance. The existing intersection geometry will include modifications to the curb returns to facilitate truck turning operations and minor widening on the northbound approach to include a short right turn pocket.

Both locations will be connected to the City's fiber optic network as part of the project. Land acquisition and utility relocations will be required for this project.

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EXHIBIT B
SAMPLE IGA OPTION LETTER

Date	State Fiscal Year	Option Letter No.
Project Code	Original Agreement #	

Vendor Name: _____

Option to unilaterally add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous and to update encumbrance amount(s).

Option to unilaterally transfer funds from one phase to another phase.

Option to unilaterally add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous, to update encumbrance amount(s), and to unilaterally transfer funds from one phase to another phase.

Option to unilaterally extend the performance of this Agreement and/or update a Work Phase Performance Period.

Option A

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency), the State hereby exercises the option to authorize the Local Agency to add a phase and to encumber funds for the phase based on changes in funding availability and authorization. The total encumbrance is (or increased) by \$0.00. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option B

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to transfer funds based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option C

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to 1) release the Local Agency to begin a phase; 2) to encumber funds for the phase based upon changes in funding availability and authorization; and 3) to transfer funds from phases based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option D

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option extend the performance of this Agreement and/or update a Work Phase Performance Period.

The total encumbrance as a result of this option and all previous options and/or amendments is now\$0.00, as referenced in **Exhibit C-1**. The total budgeted funds to satisfy services/goods ordered under the Agreement remains the same: as referenced in **Exhibit C-1**.

The effective date of this option letter is upon approval of the State Controller or delegate.

STATE OF COLORADO
Jared S. Polis
Department of Transportation

By: _____
Stephen Harelson, P.E., Chief Engineer
(For) Shoshana M. Lew, Executive Director

Date: _____

ALL AGREEMENTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Agreements. This Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.

STATE OF COLORADO
STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Colorado Department of Transportation

Date:_____

EXHIBIT C **FUNDING PROVISIONS**

EXHIBIT C – FUNDING PROVISIONS

SHO M040-037 (24218)

Cost of Work Estimate

The Local Agency has estimated the total cost the Work to be \$1,650,000.00, which is to be funded as follows:

1. BUDGETED FUNDS				
a.	Federal Funds (90.00% of Participating Costs)		\$1,485,000.00	
b.	Local Agency Matching Funds (10.00% of Participating Costs)		\$165,000.00	
TOTAL BUDGETED FUNDS				\$1,650,000.00
2. OMB UNIFORM GUIDANCE				
a.	Federal Award Identification Number (FAIN):		TBD	
b.	Federal Award Date (also Phase Performance Start Date):		See Below	
c.	Amount of Federal Funds Obligated:		\$0.00	
d.	Total Amount of Federal Award:		\$1,485,000.00	
e.	Name of Federal Awarding Agency:		FHWA	
f.	CFDA# - Highway Planning and Construction		CFDA 20.205	
g.	Is the Award for R&D?		No	
h.	Indirect Cost Rate (if applicable)		N/A	
3. ESTIMATED PAYMENT TO LOCAL AGENCY				
a.	Federal Funds Budgeted		\$1,485,000.00	
b.	Less Estimated Federal Share of CDOT-Incurred Costs		\$0.00	
TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY				\$1,485,000.00
4. FOR CDOT ENCUMBRANCE PURPOSES				
a.	Total Encumbrance Amount		\$1,650,000.00	
b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109		\$0.00	
Net to be encumbered as follows:				\$1,650,000.00
<i>Note: No funds are currently available. Design and Construction funds will become available after execution of an Option letter (Exhibit B) or formal Amendment.</i>				
WBS Element 24218.10.30	Performance Period Start*/End Date TBD / TBD	Design	3020	\$0.00
WBS Element 24218.20.10	TBD / TBD	Const.	3301	\$0.00

*The Local Agency should not begin work until all three of the following are in place:

- 1) Phase Performance Period Start Date; 2) The execution of the document encumbering funds for the respective phase; and 3) Local Agency receipt of the official Notice to Proceed. Any work performed before these three (3) milestones are achieved will not be reimbursable.

B. Matching Funds

The matching ratio for the federal participating funds for this Work is 90.00% federal-aid funds to 10.00% Local Agency funds, it being understood that such ratio applies only to the \$1,650,000.00 that is eligible for federal participation, it being further understood that all non-participating costs are borne by the Local Agency at 100%. If the total participating cost of performance of the Work exceeds \$1,650,000.00, and additional federal funds are made available for the Work, the Local Agency shall pay 10.00% of all such costs eligible for federal participation and 100% of all non-participating costs; if additional federal funds are not made available, the Local Agency shall pay all such excess costs. If the total participating cost of performance of the Work is less than \$1,650,000.00, then the amounts of Local Agency and federal-aid funds will be decreased in accordance with the funding ratio described herein. The performance of the Work shall be at no cost to the State.

C. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be \$1,485,000.00 (for CDOT accounting purposes, the federal funds of \$1,485,000.00 and the Local Agency matching funds of \$165,000.00 will be encumbered for a total encumbrance of \$1,650,000.00), unless such amount is increased by an appropriate written modification to this Agreement executed before any increased cost is incurred. It is understood and agreed by the parties hereto that the total cost of the Work stated hereinbefore is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that such cost is subject to revisions (in accord with the procedure in the previous sentence) agreeable to the parties prior to bid and award.

The maximum amount payable shall be reduced without amendment when the actual amount of the Local Agency's awarded contract is less than the budgeted total of the federal participating funds and the Local Agency matching funds. The maximum amount payable shall be reduced through the execution of an Option Letter as described in Section 7. E. of this contract.

D. Single Audit Act Amendment

All state and local government and non-profit organizations receiving \$750,000 or more from all funding sources defined as federal financial assistance for Single Audit Act Amendment purposes shall comply with the audit requirements of 2 CFR part 200, subpart F (Audit Requirements) see also, 49 C.F.R. 18.20 through 18.26. The Single Audit Act Amendment requirements applicable to the Local Agency receiving federal funds are as follows:

- i. Expenditure less than \$750,000**
If the Local Agency expends less than \$750,000 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.
- ii. Expenditure of \$750,000 or more-Highway Funds Only**
If the Local Agency expends \$750,000 or more, in Federal funds, but only received federal Highway funds (Catalog of Federal Domestic Assistance, CFDA 20.205) then a program specific audit shall be performed. This audit will examine the "financial" procedures and processes for this program area.
- iii. Expenditure of \$750,000 or more-Multiple Funding Sources**
If the Local Agency expends \$750,000 or more in Federal funds, and the Federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.
- iv. Independent CPA**
Single Audit shall only be conducted by an independent CPA, not by an auditor on staff. An audit is an allowable direct or indirect cost.

EXHIBIT D

LOCAL AGENCY RESOLUTION (If APPLICABLE)

EXHIBIT E LOCAL AGENCY AGREEMENT ADMINISTRATION CHECKLIST

COLORADO DEPARTMENT OF TRANSPORTATION LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST			
Project No. SHO M040-037	STIP No. SR16682	Project Code 24218	Region 1
Project Location 64th Avenue & Simms St, 80th Avenue & Vance Dr			Date 11/9/2020
Project Description 64th Avenue & Simms St, 80th Avenue & Vance Dr Intersection Improvements			
Local Agency Arvada	Local Agency Project Manager Sylvia Lopo		
CDOT Resident Engineer Maria Hajiaghaee	CDOT Project Manager Tracy Vance		
INSTRUCTIONS: This checklist shall be utilized to establish the contract administration responsibilities of the individual parties to this agreement. The checklist becomes an attachment to the Local Agency agreement. Section numbers correspond to the applicable chapters of the <i>CDOT Local Agency Manual</i> . The checklist shall be prepared by placing an "X" under the responsible party, opposite each of the tasks. The "X" denotes the party responsible for initiating and executing the task. Only one responsible party should be selected. When neither CDOT nor the Local Agency is responsible for a task, not applicable (NA) shall be noted. In addition, a "#" will denote that CDOT must concur or approve. Tasks that will be performed by Headquarters staff will be indicated. The Regions, in accordance with established policies and procedures, will determine who will perform all other tasks that are the responsibility of CDOT. The checklist shall be prepared by the CDOT Resident Engineer or the CDOT Project Manager, in cooperation with the Local Agency Project Manager, and submitted to the Region Program Engineer. If contract administration responsibilities change, the CDOT Resident Engineer, in cooperation with the Local Agency Project Manager, will prepare and distribute a revised checklist. Note: Failure to comply with applicable Federal and State requirements may result in the loss of Federal or State participation in funding.			

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LA	CDOT
TIP / STIP AND LONG-RANGE PLANS			
2.1	Review Project to ensure it is consistent with STIP and amendments thereto		X
FEDERAL FUNDING OBLIGATION AND AUTHORIZATION			
4.1	Authorize funding by phases (CDOT Form 418 - Federal-aid Program Data. Requires FHWA concurrence/involvement)		X
PROJECT DEVELOPMENT			
5.1	Prepare Design Data - CDOT Form 463	X	#
5.2	Prepare Local Agency/CDOT Inter-Governmental Agreement (see also Chapter 3)		X
5.3	Conduct Consultant Selection/Execute Consultant Agreement		
	- Project Development - Construction Contract Administration (including Fabrication Inspection Services)	X X	# #
5.4	Conduct Design Scoping Review Meeting	X	X
5.5	Conduct Public Involvement	X	
5.6	Conduct Field Inspection Review (FIR)	X	X
5.7	Conduct Environmental Processes (may require FHWA concurrence/involvement)	X	#
5.8	Acquire Right-of-Way (may require FHWA concurrence/involvement)	X	#
5.9	Obtain Utility and Railroad Agreements	X	#
5.10	Conduct Final Office Review (FOR)	X	X
5.11	Justify Force Account Work by the Local Agency	X	#

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LA	CDOT
5.12	Justify Proprietary, Sole Source, or Local Agency Furnished Items	X	#
5.13	Document Design Exceptions - CDOT Form 464	X	#
5.14	Prepare Plans, Specifications, Construction Cost Estimates and Submittals	X	
5.15	Ensure Authorization of Funds for Construction		X
PROJECT DEVELOPMENT CIVIL RIGHTS AND LABOR COMPLIANCE			
6.1	Set Disadvantaged Business Enterprise (DBE) Goals for Consultant and Construction Contracts (CDOT Region EEO/Civil Rights Specialist).		X
6.2	Determine Applicability of Davis-Bacon Act This project ☐ is ☒ is not exempt from Davis-Bacon requirements as determined by the functional classification of the project location (Projects located on local roads and rural minor collectors may be exempt.) Maria Hajiaghaee _____ CDOT Resident Engineer (Signature on File) 11/09/2020 Date		X
6.3	Set On-the-Job Training Goals (CDOT Region EEO/Civil Rights Specialist)		X
6.4	Title VI Assurances		X
	Ensure the correct Federal Wage Decision, all required Disadvantaged Business Enterprise/On-the-Job Training special provisions and FHWA Form 1273 are included in the Contract (CDOT Resident Engineer)		X
ADVERTISE, BID AND AWARD of CONSTRUCTION PROJECTS			
7.1	Obtain Approval for Advertisement Period of Less Than Three Weeks	X	
7.2	Advertise for Bids	X	#
7.3	Distribute "Advertisement Set" of Plans and Specifications	X	
7.4	Review Worksite and Plan Details with Prospective Bidders While Project Is Under Advertisement	X	
7.5	Open Bids	X	
7.6	Process Bids for Compliance		
	Check CDOT Form 1415 – Commitment Confirmation when the low bidder meets DBE goals		X
	Evaluate CDOT Form 1416 - Good Faith Effort Report and determine if the Contractor has made a good faith effort when the low bidder does not meet DBE goals		X
	Submit required documentation for CDOT award concurrence	X	
7.7	Concurrence from CDOT to Award		X
7.8	Approve Rejection of Low Bidder		X
7.9	Award Contract	X	#
7.10	Provide "Award" and "Record" Sets of Plans and Specifications	X	
CONSTRUCTION MANAGEMENT			
8.1	Issue Notice to Proceed to the Contractor	X	#
8.2	Project Safety	X	
8.3	Conduct Conferences:		
	Pre-Construction Conference (Appendix B) • Fabrication Inspection Notifications	X	
	Pre-survey • Construction staking • Monumentation	X X	
	Partnering (Optional)	NA	NA
	Structural Concrete Pre-Pour (Agenda is in <i>CDOT Construction Manual</i>)	X	
	Concrete Pavement Pre-Paving (Agenda is in <i>CDOT Construction Manual</i>)	X	
	HMA Pre-Paving (Agenda is in <i>CDOT Construction Manual</i>)	X	
8.4	Develop and distribute Public Notice of Planned Construction to media and local residents	X	
8.5	Supervise Construction		
	A Professional Engineer (PE) registered in Colorado, who will be "in responsible charge of construction supervision." Mazedur Hossain 720-898-7744 Local Agency Professional Engineer or Phone number CDOT Resident Engineer	X	
	Provide competent, experienced staff who will ensure the Contract work is constructed in		

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LA	CDOT
	accordance with the plans and specifications	X	
	Construction inspection and documentation	X	
	Fabrication Inspection and documentation	X	
8.6	Approve Shop Drawings	X	
8.7	Perform Traffic Control Inspections	X	
8.8	Perform Construction Surveying	X	#
8.9	Monument Right-of-Way	X	
8.10	Prepare and Approve Interim and Final Contractor Pay Estimates. Collect and review CDOT Form 1418 (or equivalent) Provide the name and phone number of the person authorized for this task. Sylvia Lopo _____ 720-898-7653 _____ Local Agency Representative Phone number	X	
8.11	Prepare and Approve Interim and Final Utility and Railroad Billings	X	#
8.12	Prepare and Authorize Change Orders	X	#
8.13	Submit Change Order Package to CDOT	X	X
8.14	Prepare Local Agency Reimbursement Requests	X	
8.15	Monitor Project Financial Status	X	
8.16	Prepare and Submit Monthly Progress Reports	X	
8.17	Resolve Contractor Claims and Disputes	X	
8.18	Conduct Routine and Random Project Reviews Provide the name and phone number of the person responsible for this task. _____ 303-757-9914 _____ Maria Hajiaghvae CDOT Resident Engineer Phone number		X
8.19	Ongoing Oversight of DBE Participation	X	
MATERIALS			
9.1	Discuss Materials at Pre-Construction Meeting • Buy America documentation required prior to installation of steel	X	X
9.2	Complete CDOT Form 250 - Materials Documentation Record • Generate form, which includes determining the minimum number of required tests and applicable material submittals for all materials placed on the project • Update the form as work progresses • Complete and distribute form after work is completed	X X	X
9.3	Perform Project Acceptance Samples and Tests	X	
9.4	Perform Laboratory Verification Tests	X	
9.5	Accept Manufactured Products Inspection of structural components: • Fabrication of structural steel and pre-stressed concrete structural components • Bridge modular expansion devices (0" to 6" or greater) • Fabrication of bearing devices	X X X X	
9.6	Approve Sources of Materials	X	
9.7	Independent Assurance Testing (IAT), Local Agency Procedures ☐ CDOT Procedures ☒ • Generate IAT schedule • Schedule and provide notification • Conduct IAT	X X X	
9.8	Approve mix designs • Concrete • Hot mix asphalt	X X	
9.9	Check Final Materials Documentation	X	X
9.10	Complete and Distribute Final Materials Documentation	X	X

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LA	CDOT
CONSTRUCTION CIVIL RIGHTS AND LABOR COMPLIANCE			
10.1	Fulfill Project Bulletin Board and Pre-Construction Packet Requirements	X	
10.2	Process CDOT Form 205 - Sublet Permit Application Review and sign completed CDOT Form 205 for each subcontractor, and submit to EEO/Civil Rights Specialist	X	X
10.3	Conduct Equal Employment Opportunity and Labor Compliance Verification Employee Interviews. Complete CDOT Form 280	X	
10.4	Monitor Disadvantaged Business Enterprise Participation to Ensure Compliance with the “Commercially Useful Function” Requirements	X	
10.5	Conduct Interviews When Project Utilizes On-the-Job Trainees. • Complete CDOT Form 1337 – Contractor Commitment to Meet OJT Requirements. • Complete CDOT Form 838 – OJT Trainee / Apprentice Record. • Complete CDOT Form 200 - OJT Training Questionnaire	X X X X	
10.6	Check Certified Payrolls (Contact the Region EEO/Civil Rights Specialists for training requirements.)	X	X
10.7	Submit FHWA Form 1391 - Highway Construction Contractor's Annual EEO Report	X	
FINALS			
11.1	Conduct Final Project Inspection. Complete and submit CDOT Form 1212 - Final Acceptance Report (Resident Engineer with mandatory Local Agency participation.)		X
11.2	Write Final Project Acceptance Letter	X	
11.3	Advertise for Final Settlement	X	
11.4	Prepare and Distribute Final As-Constructed Plans	X	
11.5	Prepare EEO Certification and Collect EEO Forms	X	
11.6	Check Final Quantities, Plans, and Pay Estimate; Check Project Documentation; and submit Final Certifications	X	
11.7	Check Material Documentation and Accept Final Material Certification (See Chapter 9)	X	
11.8	Obtain CDOT Form 1419 from the Contractor and Submit to the CDOT Project Manager	X	
11.9	(FHWA Form 47 discontinued)	NA	NA
11.10	Complete and Submit CDOT Form 1212 – Final Acceptance Report (by CDOT)		X
11.11	Process Final Payment	X	
11.12	Complete and Submit CDOT Form 950 - Project Closure		X
11.13	Retain Project Records for Six Years from Date of Project Closure	X	
11.14	Retain Final Version of Local Agency Contract Administration Checklist	X	X

cc: CDOT Resident Engineer/Project Manager
CDOT Region Program Engineer
CDOT Region EEO/Civil Rights Specialist
CDOT Region Materials Engineer
CDOT Contracts and Market Analysis Branch
Local Agency Project Manager

EXHIBIT F
CERTIFICATION FOR FEDERAL-AID CONTRACTS

The Local Agency certifies, by signing this Agreement, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, Agreement, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of Congress, or an employee of a Member of Congress in connection with this Federal contract, Agreement, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

EXHIBIT G
DISADVANTAGED BUSINESS ENTERPRISE

SECTION 1. Policy.

It is the policy of the Colorado Department of Transportation (CDOT) that disadvantaged business enterprises shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement, pursuant to 49 CFR Part 26. Consequently, the 49 CFR Part IE DBE requirements the Colorado Department of Transportation DBE Program (or a Local Agency DBE Program approved in advance by the State) apply to this agreement.

SECTION 2. DBE Obligation.

The recipient or its the Local Agency agrees to ensure that disadvantaged business enterprises as determined by the Office of Certification at the Colorado Department of Regulatory Agencies have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all participants or contractors shall take all necessary and reasonable steps in accordance with the CDOT DBE program (or a Local Agency DBE Program approved in advance by the State) to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of CDOT assisted contracts.

SECTION 3 DBE Program.

The Local Agency (sub-recipient) shall be responsible for obtaining the Disadvantaged Business Enterprise Program of the Colorado Department of Transportation, 1988, as amended, and shall comply with the applicable provisions of the program. (If applicable).

A copy of the DBE Program is available from and will be mailed to the Local Agency upon request: Business Programs Office

Colorado Department of Transportation 2829 West Howard Place

Denver, Colorado 80204

Phone: (303) 757-9007

REVISED 1/22/98

REQUIRED BY 49 CFR PART 26

EXHIBIT H

LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES

Title 23 Code of Federal Regulations (CFR) 172 applies to a federally funded Local Agency project agreement administered by CDOT that involves professional consultant services. 23 CFR 172.1 states “The policies and procedures involve federally funded contracts for engineering and design related services for projects subject to the provisions of 23 U.S.C. 112(a) and are issued to ensure that a qualified consultant is obtained through an equitable selection process, that prescribed work is properly accomplished in a timely manner, and at fair and reasonable cost” and according to 23 CFR 172.5 “Price shall not be used as a factor in the analysis and selection phase.” Therefore, local agencies must comply with these CFR requirements when obtaining professional consultant services under a federally funded consultant contract administered by CDOT.

CDOT has formulated its procedures in Procedural Directive (P.D.) 400.1 and the related operations guidebook titled "Obtaining Professional Consultant Services". This directive and guidebook incorporate requirements from both Federal and State regulations, i.e., 23 CFR 172 and CRS §24-30-1401 et seq. Copies of the directive and the guidebook may be obtained upon request from CDOT's Agreements and Consultant Management Unit. [Local agencies should have their own written procedures on file for each method of procurement that addresses the items in 23 CFR 172].

Because the procedures and laws described in the Procedural Directive and the guidebook are quite lengthy, the subsequent steps serve as a short-hand guide to CDOT procedures that a Local Agency must follow in obtaining professional consultant services. This guidance follows the format of 23 CFR 172. The steps are:

1. The contracting Local Agency shall document the need for obtaining professional services.
2. Prior to solicitation for consultant services, the contracting Local Agency shall develop a detailed scope of work and a list of evaluation factors and their relative importance. The evaluation factors are those identified in C.R.S. 24-30-1403. Also, a detailed cost estimate should be prepared for use during negotiations.
3. The contracting agency must advertise for contracts in conformity with the requirements of C.R.S. 24-30-1405. The public notice period, when such notice is required, is a minimum of 15 days prior to the selection of the three most qualified firms and the advertising should be done in one or more daily newspapers of general circulation.
4. The Local Agency shall not advertise any federal aid contract without prior review by the CDOT Regional Civil Rights Office (RCRO) to determine whether the contract shall be subject to a DBE contract goal. If the RCRO determines a goal is necessary, then the Local Agency shall include the goal and the applicable provisions within the advertisement. The Local Agency shall not award a contract to any Contractor or Consultant without the confirmation by the CDOT Civil Rights and Business Resource Center that the Contractor or Consultant has demonstrated good faith efforts. The Local Agency shall work with the CDOT RCRO to ensure compliance with the established terms during the performance of the contract.
5. The Local Agency shall require that all contractors pay subcontractors for satisfactory performance of work no later than 30 days after the receipt of payment for that work from the contractor. For construction projects, this time period shall be reduced to seven days in accordance with Colorado Revised Statute 24-91-103(2). If the Local Agency withholds retainage from contractors and/or allows contractors to withhold retainage from subcontractors, such retainage provisions must comply with 49 CFR 26.29.
6. Payments to all Subconsultants shall be made within thirty days of receipt of payment from [the Local Agency] or no later than ninety days from the date of the submission of a complete invoice from the Subconsultant, whichever occurs first. If the Consultant has good cause to dispute an amount invoiced by a Subconsultant, the Consultant shall notify [the Local Agency] no later than the required date for payment. Such notification shall include the amount disputed and justification for the withholding. The Consultant shall maintain records of payment that show amounts paid to all Subconsultants. Good cause does not include the Consultant's failure to submit an invoice to the Local Agency or to deposit payments made.
7. The analysis and selection of the consultants shall be done in accordance with CRS §24-30-1403. This section of the regulation identifies the criteria to be used in the evaluation of CDOT pre-qualified prime consultants and their team. It also shows which criteria are used to short-list and to make a final selection.

The short-list is based on the following evaluation factors:

- a. Qualifications,

- b. Approach to the Work,
- c. Ability to furnish professional services.
- d. Anticipated design concepts, and
- e. Alternative methods of approach for furnishing the professional services. Evaluation factors for final selection are the consultant's:

- a. Abilities of their personnel,
 - b. Past performance,
 - c. Willingness to meet the time and budget requirement,
 - d. Location,
 - e. Current and projected work load,
 - f. Volume of previously awarded contracts, and
 - g. Involvement of minority consultants.
8. Once a consultant is selected, the Local Agency enters into negotiations with the consultant to obtain a fair and reasonable price for the anticipated work. Pre-negotiation audits are prepared for contracts expected to be greater than \$50,000. Federal reimbursements for costs are limited to those costs allowable under the cost principles of 48 CFR 31. Fixed fees (profit) are determined with consideration given to size, complexity, duration, and degree of risk involved in the work. Profit is in the range of six to 15 percent of the total direct and indirect costs.
9. A qualified Local Agency employee shall be responsible and in charge of the Work to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of the contract. At the end of Work, the Local Agency prepares a performance evaluation (a CDOT form is available) on the consultant.

CRS §§24-30-1401 THROUGH 24-30-1408, 23 CFR PART 172, AND P.D. 400.1, PROVIDE ADDITIONAL DETAILS FOR COMPLYING WITH THE PRECEEDING EIGHT (8) STEPS.

EXHIBIT I

FEDERAL-AID CONTRACT PROVISIONS FOR CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety; Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design- build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension/debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60- 1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. **Training and Promotion:**

The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

a. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

b. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

c. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher-paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.

The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt.

Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA- 1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account, assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements.

It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (i) That the payroll for the payroll period contains the information required to be provided under §5.5(a)(3)
- (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices.

Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity.

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S.DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and

7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below.

The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph(a)(2) of this certification; and

- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT J

ADDITIONAL FEDERAL REQUIREMENTS

Federal laws and regulations that may be applicable to the Work include:

Executive Order 11246

Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (All construction contracts awarded in excess of \$10,000 by the Local Agencies and their contractors or the Local Agencies).

Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and sub-Agreements for construction or repair).

Davis-Bacon Act

The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) (Construction contracts in excess of \$2,000 awarded by the Local Agencies and the Local Agencies when required by Federal Agreement program legislation. This act requires that all laborers and mechanics employed by contractors or sub-contractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor).

Contract Work Hours and Safety Standards Act

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by the Local Agency's in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).

Clear Air Act

Standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and sub-Agreements of amounts in excess of \$100,000).

Energy Policy and Conservation Act

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

OMB Circulars

Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable.

Hatch Act

The Hatch Act (5 USC 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.

Nondiscrimination

The Local Agency shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color national origin, sex, age or disability. Prior to the receipt of any Federal financial assistance from CDOT, the Local Agency shall execute the attached Standard DOT Title VI assurance. As appropriate, the Local Agency shall include Appendix A, B, or C to the Standard DOT Title VI assurance in any contract utilizing federal funds, land or other aid. The Local Agency shall also include the following in all contract advertisements:

The [Local Agency], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (79 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, DBEs will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for any award.

ADA

In any contract utilizing federal funds, land, or other federal aid, the Local Agency shall require the federal-aid recipient or contractor to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.

Uniform Relocation Assistance and Real Property Acquisition Policies Act

The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91-646, as amended and Public Law 100-17, 101 Stat. 246-256). (If the contractor is acquiring real property and displacing households or businesses in the performance of the Agreement).

Drug-Free Workplace Act

The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.).

Age Discrimination Act of 1975

The Age Discrimination Act of 1975, 42 U.S.C. Sections 6101 et seq. and its implementing regulation, 45 C.F.R. Part 91; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84.

23 C.F.R. Part 172

23 C.F.R. Part 172, concerning "Administration of Engineering and Design Related Contracts".

23 C.F.R Part 633

23 C.F.R Part 633, concerning "Required Contract Provisions for Federal-Aid Construction Contracts".

23 C.F.R. Part 635

23 C.F.R. Part 635, concerning "Construction and Maintenance Provisions".

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973. The requirements for which are shown in the Nondiscrimination Provisions, which are attached hereto and made a part hereof.

Nondiscrimination Provisions:

In compliance with Title VI of the Civil Rights Act of 1964 and with Section 162(a) of the Federal Aid Highway Act of 1973, the Contractor, for itself, its assignees and successors in interest, agree as follows:

i. Compliance with Regulations

The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

ii. Nondiscrimination

The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, mental or physical handicap or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix C of the Regulations.

iii. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, mental or physical handicap or national origin.

iv. Information and Reports

The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State, or the FHWA as appropriate and shall set forth what efforts have been made to obtain the information.

v. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the State shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: **a.** Withholding of payments to the Contractor under the contract until the Contractor complies, and/or **b.** Cancellation, termination or suspension of the contract, in whole or in part.

Incorporation of Provisions §22

The Contractor will include the provisions of this Exhibit J in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interest of the State and in addition, the Contractor may request the FHWA to enter into such litigation to protect the interests of the United States.

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SAMPLE

The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination

Assurances for Local Agencies

DOT Order No. 1050.2A

The [Local Agency] (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Colorado Department of Transportation and the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and Federal Aviation Administration (FAA), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, "for which the Recipient receives Federal financial assistance from DOT, including the FHWA, FTA, or FAA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non- discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FHWA, FTA, and FAA assisted programs:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all FHWA, FTA and FAA programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
3. "The [Local Agency] in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity

4. to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
5. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
6. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
7. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
8. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
9. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
10. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
11. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
12. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the [Local Agency] also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA, FTA, and FAA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by CDOT, FHWA, FTA, or FAA. You must keep records, reports, and submit the material for review

upon request to CDOT, FHWA, FTA, or FAA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

[Local Agency] gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FHWA, FTA, and FAA. This ASSURANCE is binding on [Local Agency], other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FHWA, FTA, and FAA funded programs. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

(Name of Recipient)

by _____
(Signature of Authorized Official)

DATED _____

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, FHWA, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the [Local Agency], CDOT or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the [Local Agency], CDOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the [Local Agency] will impose such contract sanctions as it, CDOT or FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the [Local Agency], CDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the [Local Agency] will accept title to the lands and maintain the project constructed thereon in accordance with (*Name of Appropriate Legislative Authority*), the Regulations for the Administration of (*Name of Appropriate Program*), and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the [Local Agency] all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto [Local Agency] and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the [Local Agency] its successors and assigns.

The [Local Agency], in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the [Local Agency] will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the [Local Agency] pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. *
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the [Local Agency] will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the [Local Agency] and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by [Local Agency] pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non- discrimination covenants, [Local Agency] will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. *
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will there upon revert to and vest in and become the absolute property of [Local Agency] of Transportation and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

EXHIBIT K
FFATA SUPPLEMENTAL FEDERAL PROVISIONS

State of Colorado
Supplemental Provisions for
Federally Funded Contracts, Grants, and Purchase Orders
Subject to
The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As Amended
Revised as of 3-20-13

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

1. Definitions. For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.

1.1. “Award” means an award of Federal financial assistance that a non-Federal Entity receives or administers in the form of:

- 1.1.1.** Grants;
- 1.1.2.** Contracts;
- 1.1.3.** Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
- 1.1.4.** Loans;
- 1.1.5.** Loan Guarantees;
- 1.1.6.** Subsidies;
- 1.1.7.** Insurance;
- 1.1.8.** Food commodities;
- 1.1.9.** Direct appropriations;
- 1.1.10.** Assessed and voluntary contributions; and
- 1.1.11.** Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

Award **does not** include:

- 1.1.12.** Technical assistance, which provides services in lieu of money;
- 1.1.13.** A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
- 1.1.14.** Any award classified for security purposes; or
- 1.1.15.** Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

1.2. “Contract” means the contract to which these Supplemental Provisions are attached and includes all Award types in §1.1.1 through 1.1.11 above.

1.3. “Contractor” means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

1.4. “Data Universal Numbering System (DUNS) Number” means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.

1.5. “Entity” means all of the following as defined at 2 CFR part 25, subpart C;

- 1.5.1.** A governmental organization, which is a State, local government, or Indian Tribe;
- 1.5.2.** A foreign public entity;
- 1.5.3.** A domestic or foreign non-profit organization;

- 1.5.4. A domestic or foreign for-profit organization; and
- 1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.6. **“Executive”** means an officer, managing partner or any other employee in a management position.
- 1.7. **“Federal Award Identification Number (FAIN)”** means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.8. **“FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109- 282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 1.9. **“Prime Recipient”** means a Colorado State agency or institution of higher education that receives an Award.
- 1.10. **“Subaward”** means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient’s support in the performance of all or any portion of the substantive project or program for which the Award was granted.
- 1.11. **“Subrecipient”** means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee.
- 1.12. **“Subrecipient Parent DUNS Number”** means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 1.13. **“Supplemental Provisions”** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.
- 1.14. **“System for Award Management (SAM)”** means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 1.15. **“Total Compensation”** means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following:
- 1.15.1. Salary and bonus;
 - 1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 1.15.4. Change in present value of defined benefit and actuarial pension plans;
 - 1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 1.16. **“Transparency Act”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
- 1.17 **“Vendor”** means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. **Compliance.** Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
3. **System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.**
 - 3.1. **SAM.** Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
 - 3.2. **DUNS.** Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.
4. **Total Compensation.** Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 4.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and
 - 4.2. In the preceding fiscal year, Contractor received:
 - 4.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 4.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 4.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.
5. **Reporting.** Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in §2 above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at <http://www.colorado.gov/dpa/dfp/sco/FFATA.htm>.
6. **Effective Date and Dollar Threshold for Reporting.** The effective date of these Supplemental Provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
7. **Subrecipient Reporting Requirements.** If Contractor is a Subrecipient, Contractor shall report as set forth below.

7.1 To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

7.1.1 Subrecipient DUNS Number;

7.1.2 Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;

7.1.3 Subrecipient Parent DUNS Number;

7.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

7.1.5 Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

7.1.6 Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.

7.2 To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:

7.2.1 Subrecipient's DUNS Number as registered in **SAM**.

7.2.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. Exemptions.

8.1. These Supplemental Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

8.2 A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

8.3 Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.

8.4 There are no Transparency Act reporting requirements for Vendors.

Event of Default. Failure to comply with these Supplemental Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

EXHIBIT L

SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT

	CDOT SUBRECIPIENT RISK ASSESSMENT	Date:	
Name of Entity (Subrecipient):			
Name of Project / Program:			
Estimated Award Period:			
Entity Executive Director or VP:			
Entity Chief Financial Officer:			
Entity Representative for this Self Assessment:			
Instructions: (See "Instructions" tab for more information) 1. Check only one box for each question. All questions are required to be answered. 2. Utilize the "Comment" section below the last question for additional responses. 3. When complete, check the box at the bottom of the form to authorize.		Yes	No
		N/A	
EXPERIENCE ASSESSMENT		Yes	No
		N/A	
1	Is your entity new to operating or managing federal funds (has not done so within the past three years)?	☐	☐
2	Is this funding program new for your entity (managed for less than three years)? <i>Examples of funding programs include CMAQ, TAP, STP-M, etc.</i>	☐	☐
3	Does your staff assigned to the program have at least three full years of experience with this federal program?	☐	☐
MONITORING/AUDIT ASSESSMENT		Yes	No
		N/A	
4	Has your entity had an on-site project or grant review from an external entity (e.g., CDOT, FHWA) within the last three years?	☐	☐
5	a) Were there non-compliance issues in this prior review?	☐	☐
	b) What were the number and extent of issues in prior review?	☐ 1 to 2	☐ >3
OPERATION ASSESSMENT		Yes	No
		N/A	
6	Does your entity have a time and effort reporting system in place to account for 100% of all employees' time, that can provide a breakdown of the actual time spent on each funded project? <i>If No, in the comment section please explain how you intend to document 100% of hours worked by employees and breakdown of time spent on each funding project.</i>	☐	☐
FINANCIAL ASSESSMENT		Yes	No
		N/A	
7	a) Does your entity have an indirect cost rate that is approved and current?	☐	☐
	b) If Yes, who approved the rate, and what date was it approved?		
8	Is this grant/award 10% or more of your entity's overall funding?	☐ >10%	☐ <10%
9	Has your entity returned lapsed* funds? <i>*Funds "lapse" when they are no longer available for obligation.</i>	☐	☐
10	Has your entity had difficulty meeting local match requirements in the last three years?	☐	☐
11	What is the total federal funding your entity has been awarded for the last federal fiscal year, and what is your entity's fiscal year end?		

INTERNAL CONTROLS ASSESSMENT		Yes	No	N/A
12	Has your entity had any significant changes in key personnel or accounting system(s) in the last year? (e.g., Controller, Exec Director, Program Mgr, Accounting Mgr, etc.) If Yes, in the comment section, please identify the accounting system(s), and / or list personnel positions and identify any that are vacant.	☐	☐	☐
13	Does your entity have financial procedures and controls in place to accommodate a federal-aid project?	☐	☐	
14	Does your accounting system identify the receipts and expenditures of program funds separately for each award?	☐	☐	
15	Will your accounting system provide for the recording of expenditures for each award by the budget cost categories shown in the approved budget?	☐	☐	
16	Does your agency have a review process for all expenditures that will ensure that all costs are reasonable, allowable and allocated correctly to each funding source? If Yes, in the comment section, please explain your current process for reviewing costs.	☐	☐	☐
17	How many total FTE perform accounting functions within your organization?	☐ ≥ 6	☐ 2 to 5	☐ < 2
IMPACT ASSESSMENT		Yes	No	N/A
18	For this upcoming federal award or in the immediate future, does your entity have any potential conflicts of interest* in accordance with applicable Federal awarding agency policy? If Yes, please disclose these conflicts in writing, along with supporting information, and submit with this form. (*Any practices, activities or relationships that reasonably appear to be in conflict with the full performance of the Subrecipient's obligations to the State.)	☐	☐	
19	For this award, has your entity disclosed to CDOT, in writing, violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award? Response options: YES = Check if have one or more violation(s) and have either disclosed previously to CDOT or as part of this form. In the comment section, list all violations with names of supporting documentation and submit with this form. NO = Check if have one or more violation(s) and have not disclosed previously or will not disclose as part of this form. Explain in the comment section. N/A = Check if have no violations.	☐	☐	☐
PROGRAM MANAGEMENT ASSESSMENT		Yes	No	N/A
20	Does your entity have a written process/procedure or certification statement approved by your governing board ensuring critical project personnel are capable of effectively managing Federal-aid projects? If Yes, please submit with this form.	☐	☐	☐
21	Does your entity have written procurement policies or certification statement for consultant selection approved by your governing board in compliance with 23 CFR 172*? If Yes, please submit with this form. (*The Brooks Act requires agencies to promote open competition by advertising, ranking, selecting, and negotiating contracts based on demonstrated competence and qualifications, at a fair and reasonable price.)	☐	☐	☐
22	a) Is your staff familiar with the relevant CDOT manuals and federal program requirements?	☐	☐	☐
	b) Does your entity have a written policy or a certification statement approved by your governing board assuring federal-aid projects will receive adequate inspections? If Yes, please submit with this form.	☐	☐	☐
	c) Does your entity have a written process or a certification statement approved by your governing board assuring a contractor's work will be completed in conformance with approved plans and specifications? If Yes, please submit with this form.	☐	☐	☐

d) Does your entity have a written policy or certification statement approved by your governing board assuring that materials installed on the projects are sampled and tested per approved processes. <i>If Yes, please submit with this form.</i>	☐	☐	☐
e) Does your entity have a written policy or certification statement approved by your governing board assuring that only US manufactured steel will be incorporated into the project (<i>Buy America requirements</i>)? <i>If Yes, please submit with this form.</i>	☐	☐	☐
Comments - As needed, include the question number and provide comments related to the above questions. Insert additional rows as needed.			
☐ By checking this box, the Executive Director, VP or Chief Financial Officer of this entity certifies that all information provided on this form is true and correct.  Tool Version: v2.0 (081816)			

**EXHIBIT M - OMB Uniform Guidance for Federal
Awards Subject to
The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit
Requirements for Federal Awards (“Uniform Guidance”),
Federal Register, Vol. 78, No. 248, 78590**

The agreement to which these Uniform Guidance Supplemental Provisions are attached has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the agreement or any attachments or exhibits incorporated into and made a part of the agreement, the provisions of these Uniform Guidance Supplemental Provisions shall control. In the event of a conflict between the provisions of these Supplemental Provisions and the FFATA Supplemental Provisions, the FFATA Supplemental Provisions shall control.

- 9. Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.
- 9.1. “Award”** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise. 2 CFR §200.38
 - 9.2. “Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
 - 9.3. “Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. 2CFR §200.37
 - 9.4. “FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
 - 9.5. “Grant” or “Grant Agreement”** means an agreement setting forth the terms and conditions of an Award. The term does not include an agreement that provides only direct Federal cash assistance to an individual, a subsidy, a loan, a loan guarantee, insurance, or acquires property or services for the direct benefit of use of the Federal Awarding Agency or Recipient. 2 CFR §200.51.
 - 9.6. “OMB”** means the Executive Office of the President, Office of Management and Budget.
 - 9.7. “Recipient”** means a Colorado State department, agency or institution of higher education that receives a Federal Award from a Federal Awarding Agency to carry out an activity under a Federal program. The term does not include Subrecipients. 2 CFR §200.86
 - 9.8. “State”** means the State of Colorado, acting by and through its departments, agencies and institutions of higher education.
 - 9.9. “Subrecipient”** means a non-Federal entity receiving an Award from a Recipient to carry out part of a Federal program. The term does not include an individual who is a beneficiary of such program.
 - 9.10. “Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A- 133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
 - 9.11. “Uniform Guidance Supplemental Provisions”** means these Supplemental Provisions for Federal Awards subject to the OMB Uniform Guidance, as may be revised pursuant to ongoing guidance from relevant Federal agencies or the Colorado State Controller.
- 10. Compliance.** Subrecipient shall comply with all applicable provisions of the Uniform Guidance, including but not limited to these Uniform Guidance Supplemental Provisions. Any revisions to such provisions

automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

11. Procurement Standards.

- 3.1 Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.
- 3.2 Procurement of Recovered Materials.** If Subrecipient is a State Agency or an agency of a political subdivision of a state, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 4. Access to Records.** Subrecipient shall permit Recipient and auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass-through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).
- 5. Single Audit Requirements.** If Subrecipient expends \$750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
 - 5.1 Election.** Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
 - 5.2 Exemption.** If Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
 - 5.3 Subrecipient Compliance Responsibility.** Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Part F-Audit Requirements.
- 6. Contract Provisions for Subrecipient Contracts.** Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant Agreement.

- 6.1 Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

“During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

- 4.2 Davis-Bacon Act.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-

3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- 4.3 **Rights to Inventions Made Under a Contract or Agreement.** If the Federal Award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
 - 4.4 **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
 - 4.5 **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
 - 4.6 **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
7. **Certifications.** Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR §200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.
 - 1.8. **Event of Default.** Failure to comply with these Uniform Guidance Supplemental Provisions shall constitute an event of default under the Grant Agreement (2 CFR §200.339) and the State may terminate the Grant upon 30

days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

9. **Effective Date.** The effective date of the Uniform Guidance is December 26, 2013. 2 CFR §200.110. The procurement standards set forth in Uniform Guidance §§200.317-200.326 are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in Uniform Guidance Subpart F-Audit Requirements are applicable to audits of fiscal years beginning on or after December 26, 2014.

10. **Performance Measurement**

The Uniform Guidance requires completion of OMB-approved standard information collection forms (the PPR). The form focuses on outcomes, as related to the Federal Award Performance Goals that awarding Federal agencies are required to detail in the Awards.

Section 200.301 provides guidance to Federal agencies to measure performance in a way that will help the Federal awarding agency and other non-Federal entities to improve program outcomes.

The Federal awarding agency is required to provide recipients with clear performance goals, indicators, and milestones (200.210). Also, must require the recipient to relate financial data to performance accomplishments of the Federal award.



REPORT TO CITY COUNCIL PUBLIC HEARING

**AGENDA ITEM
10.D.**

TO: THE HONORABLE CITY COUNCIL

DATE: March 15, 2021

SUBJECT: CB21-008 An Ordinance Authorizing the Third Amendment to the 2021 Operating and Capital Budget in the Amount of \$450,000.00 and Authorizing an Intergovernmental Agreement Between the City of Arvada and the State of Colorado Acting By and Through the Department of Transportation, Pertaining to the Signal Replacements at West 58th Avenue & Kipling Parkway, Project No. 20-TC-02 (CDOT Project No. SHO M040-034 (22278)) (Ordinance No. 4755)

Report in Brief

Council action is requested on the attached ordinance authorizing the third amendment to the 2021 operating and capital budget in the amount of \$450,000.00 and authorizing an Intergovernmental Agreement by and between the State of Colorado acting by and through the Department of Transportation and the City of Arvada for the signal replacements at West 58th Avenue & Kipling Parkway, Project No. 20-TC-02 (CDOT Project No. SHO M040-034 (22278)).

The Arvada team recommends that the City Council approve CB21-008, An Ordinance Authorizing the Third Amendment to the 2021 Operating and Capital Budget in the Amount of \$450,000.00 and Authorizing an Intergovernmental Agreement Between the City of Arvada and the State of Colorado Acting By and Through the Department of Transportation, Pertaining to the Signal Replacements at West 58th Avenue & Kipling Parkway, Project No. 20-TC-02 (CDOT Project No. SHO M040-034 (22278)).

Financial Impact

Funding for this project is available in Financial Project No. 93734, HSIP 58th and Kipling. The funding includes \$405,000.00 in federal aid and \$45,000 of local match contributions.

Background

In February 2017, the City was awarded a grant for \$133,000 through the Federal Highway Safety Improvement Program (HSIP) and the Colorado Department of Transportation (CDOT) to improve the intersection of West 58th Avenue & Kipling Parkway. HSIP is a core federal aid program with the purpose of achieving a significant reduction in traffic fatalities and serious injuries on all public roads and whose objective is to target resources where they will be most effective, with a focus on performance. This project will reconstruct the traffic signal and upgrade pedestrian infrastructure to meet current standards at this location.

In March 2020, the City requested and was awarded additional funding in the amount of \$317,000 for this project to offset rising construction costs and upgrade additional pedestrian infrastructure. With the additional funding, the City was able to successfully obtain a total of \$450,000 in federal aid.

Discussion

Since 2017 when the City was awarded the original HSIP grant, construction costs have been steadily increasing. Furthermore, through the preliminary design process it was identified that additional improvements to surrounding pedestrian infrastructure

SUBJECT: CB21-008 An Ordinance Authorizing the Third Amendment to the 2021 Operating and Capital Budget in the Amount of \$450,000.00 and Authorizing an Intergovernmental Agreement Between the City of Arvada and the State of Colorado Acting By and Through the Department of Transportation, Pertaining to the Signal Replacements at West 58th Avenue & Kipling Parkway, Project No. 20-TC-02 (CDOT Project No. SHO M040-034 (22278)) (Ordinance No. 4755)

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ITEM: 10.D.

and vehicle operations would benefit all transportation modes utilizing this intersection. In order to provide enhanced improvements, additional funding was requested and awarded by CDOT in March 2020.

Public Contact

Both motorists and pedestrians have expressed concerns at this intersection through emails, phone calls, and Ask Arvada submissions. The City team, in partnership with CDOT, was able to successfully obtain a federally funded grant. In addition, the City Council agenda was posted.

Commission Recommendation

N/A

Strategic Alignment

This action aligns with the City Council Strategic Plan Priority Area of Infrastructure with the principle to provide safe and efficient connections to modes of transportation, including transit, streets, sidewalks, and bikeways with a focus on enhanced technology at high-priority intersections improving safety and minimizing traffic congestion. Implementing routine and preventative maintenance measures on existing infrastructure greatly increases the efficiency of the City's transportation system while providing safe travel for all transportation modes.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve CB21-008, An Ordinance Authorizing the Third Amendment to the 2021 Operating and Capital Budget in the Amount of \$450,000.00 and Authorizing an Intergovernmental Agreement Between the City of Arvada and the State of Colorado Acting By and Through the Department of Transportation, Pertaining to the Signal Replacements at West 58th Avenue & Kipling Parkway, Project No. 20-TC-02 (CDOT Project No. SHO M040-034 (22278)).

Suggested Motion:

I move that CB21-008, An Ordinance Authorizing the Third Amendment to the 2021 Operating and Capital Budget in the Amount of \$450,000.00 and Authorizing an Intergovernmental Agreement Between the City of Arvada and the State of Colorado Acting By and Through the Department of Transportation, Pertaining to the Signal Replacements at West 58th Avenue & Kipling Parkway, Project No. 20-TC-02 (CDOT Project No. SHO M040-034 (22278)), be (approved on final reading, numbered 4755 and ordered published by title only) (rejected).

Prepared by:
Sylvia Lopo, Traffic Engineer

Reviewed by:
Karen Custer, Administrative Assistant

2/22/2021

SUBJECT: CB21-008 An Ordinance Authorizing the Third Amendment to the 2021 Operating and Capital Budget in the Amount of \$450,000.00 and Authorizing an Intergovernmental Agreement Between the City of Arvada and the State of Colorado Acting By and Through the Department of Transportation, Pertaining to the Signal Replacements at West 58th Avenue & Kipling Parkway, Project No. 20-TC-02 (CDOT Project No. SHO M040-034 (22278)) (Ordinance No. 4755)

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Hannah Gregory, Legal Administrative Assistant 3/1/2021

Approved by:

Jacqueline Rhoades, Civil Engineer III	2/23/2021
Don Wick, Director of Public Works	2/26/2021
Bryan Archer, Director of Finance	2/26/2021
Erika Pierce, Litigation Paralegal	3/3/2021
Brad Moloney, Deputy City Attorney	3/3/2021
Rachel Morris, City Attorney	3/3/2021
Lorie Gillis, Deputy City Manager	3/3/2021
Mark Deven, City Manager	3/3/2021

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. CB21-008
ORDINANCE NO. 4755

AN ORDINANCE AUTHORIZING THE THIRD AMENDMENT TO THE 2021 OPERATING AND CAPITAL BUDGET IN THE AMOUNT OF \$450,000.00 AND AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ARVADA AND THE STATE OF COLORADO ACTING BY AND THROUGH THE DEPARTMENT OF TRANSPORTATION, PERTAINING TO THE SIGNAL REPLACEMENTS AT WEST 58TH AVENUE & KIPLING PARKWAY, PROJECT NO. 20-TC-02 (CDOT PROJECT NO. SHO M040-034 (22278))

WHEREAS, intergovernmental agreements (“IGAs”) between political subdivisions of the State of Colorado are authorized by C.R.S. Sec. 29-1-103.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

Section 1. The 2021 Operating and Capital Budget for the Capital Improvements Fund is hereby amended to increase by an additional \$450,000.00 for the purpose of expenditure of the City’s match share, if any, from a grant through the Colorado Department of Transportation for signal replacements at West 58th Avenue & Kipling Parkway, Project No. 20-TC-02 (CDOT PROJECT NO. SHO M040-034 (22278)).

Section 2. The Mayor or Mayor Pro Tem is hereby authorized to sign and the City Clerk to attest, in form approved by the City Attorney, an Intergovernmental Agreement, which is attached hereto, by and between the City of Arvada and between the State of Colorado Acting By and Through the Department of Transportation for signal replacements at West 64th Avenue & Simms Street and West 80th and Simms Street and West 80th Avenue and Vance Drive, Project No. 20-TC-02 (CDOT PROJECT NO. SHO M040-034 (22278)).

Section 3. Copies of the proposed Intergovernmental Agreement are on file in the Office of the City Clerk and are available for inspection by the public.

Section 4. This ordinance shall take effect five days after publication following final passage.

INTRODUCED, READ, AND ORDERED PUBLISHED this 1st day of March, 2021.

PASSED, ADOPTED, AND APPROVED this 15th day of March, 2021.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

Publication dates: March 4, 2021
 March 18, 2021

By: _____

STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT

Signature and Cover Page

State Agency Department of Transportation			Agreement Routing Number 21-HA1-XC-03186
Local Agency CITY OF ARVADA			Agreement Effective Date The later of the effective date or December 08, 2020
Agreement Description 58th Ave. & Kipling Pkwy Intersection Imp's			Agreement Expiration Date December 07, 2030
Project # SHO M040-034 (22278)	Region # 1	Contract Writer DZ	Agreement Maximum Amount \$450,000.00

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement and to bind the Party authorizing his or her signature.

LOCAL AGENCY CITY OF ARVADA _____ Marc Williams, Mayor Date: _____	STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director _____ Stephen Harelson, P.E., Chief Engineer Date: _____
Additional Local Agency Signatures _____ Kristen Rush, City Clerk Date: _____ _____ Approved As To Form: Emily Grogg, City Attorney Date: _____	LEGAL REVIEW Philip J. Weiser, Attorney General _____ Assistant Attorney General _____ By: (Print Name and Title) Date: _____
In accordance with §24-30-202 C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Department of Transportation Effective Date: _____	

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1. PARTIES

This Agreement is entered into by and between Local Agency named on the Signature and Cover Page for this Agreement (“Local Agency”), and the STATE OF COLORADO acting by and through the State agency named on the Signature and Cover Page for this Agreement (the “State” or “CDOT”). Local Agency and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and Agreement Funds shall be expended within the dates shown in **Exhibit C** for each respective phase (“Phase Performance Period(s)”). The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Local Agency for any Work performed or expense incurred before 1) the Effective Date of this original Agreement; 2) before the encumbering document for the respective phase *and* the official

Notice to Proceed for the respective phase; or 3) after the Final Phase Performance End Date, as shown in **Exhibit C**. Additionally, the State shall have no obligation to pay Local Agency for any Work performed or expense incurred after the Agreement Expiration Date or after required billing deadline specified in **§7.B.i.e.**, the expiration of Multimodal Transportation Options Funding (“MMOF”) if applicable, whichever is sooner. The State’s obligation to pay Agreement Funds exclusive of MMOF will continue until the Agreement Expiration Date. If Agreement Funds expire before the Agreement Expiration Date, then no payments will be made after expiration of Agreement Funds.

B. Initial Term

The Parties’ respective performances under this Agreement shall commence on the Agreement Effective Date shown on the Signature and Cover Page for this Agreement and shall terminate on December 07, 2030 as shown on the Signature and Cover Page for this Agreement, unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. This subsection shall not apply to a termination of this Agreement by the State for breach by Local Agency, which shall be governed by **§14.A.i**.

i. Method and Content

The State shall notify Local Agency of such termination in accordance with **§16**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Local Agency shall be subject to **§14.A.i.a**

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Local Agency an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Local Agency for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Local Agency which are directly attributable to the uncompleted portion of Local Agency’s obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Local Agency hereunder.

3. AUTHORITY

Authority to enter into this Agreement exists in the law as follows:

A. Federal Authority

Pursuant to Title I, Subtitle A, of the “Fixing America’s Surface Transportation Act” (FAST Act) of 2015, and to applicable provisions of Title 23 of the United States Code and implementing regulations at Title 23 of the Code of Federal Regulations, as may be amended, (collectively referred to hereinafter as the “Federal Provisions”), certain federal funds have been and are expected to continue to be allocated for transportation projects requested by Local Agency and eligible under the Surface Transportation Improvement Program that has been proposed by the State and approved by the Federal Highway Administration (“FHWA”).

B. State Authority

Pursuant to CRS §43-1-223 and to applicable portions of the Federal Provisions, the State is responsible for the general administration and supervision of performance of projects in the Program, including the administration of federal funds for a Program project performed by a Local Agency under a contract with the State. This Agreement is executed under the authority of CRS §§29-1-203, 43-1-110; 43-1-116, 43-2-

101(4)(c) and 43-2-104.5.

4. PURPOSE

The purpose of this Agreement is to disburse Federal funds to the Local Agency pursuant to CDOT's Stewardship Agreement with the FHWA.

5. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **"Agreement"** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. **"Agreement Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- C. **"Award"** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- D. **"Budget"** means the budget for the Work described in **Exhibit C**.
- E. **"Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.
- F. **"Consultant"** means a professional engineer or designer hired by Local Agency to design the Work Product.
- G. **"Contractor"** means the general construction contractor hired by Local Agency to construct the Work.
- H. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.
- I. **"Effective Date"** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature and Cover Page for this Agreement.
- J. **"Evaluation"** means the process of examining Local Agency's Work and rating it based on criteria established in **§6, Exhibit A** and **Exhibit E**.
- K. **"Exhibits"** means the following exhibits attached to this Agreement:
 - i. **Exhibit A**, Statement of Work.
 - ii. **Exhibit B**, Sample Option Letter.
 - iii. **Exhibit C**, Funding Provisions
 - iv. **Exhibit D**, Local Agency Resolution
 - v. **Exhibit E**, Local Agency Contract Administration Checklist
 - vi. **Exhibit F**, Certification for Federal-Aid Contracts
 - vii. **Exhibit G**, Disadvantaged Business Enterprise
 - viii. **Exhibit H**, Local Agency Procedures for Consultant Services
 - ix. **Exhibit I**, Federal-Aid Contract Provisions for Construction Contracts
 - x. **Exhibit J**, Additional Federal Requirements
 - xi. **Exhibit K**, The Federal Funding Accountability and Transparency Act of 2006 (FFATA) Supplemental Federal Provisions
 - xii. **Exhibit L**, Sample Sub-Recipient Monitoring and Risk Assessment Form
 - xiii. **Exhibit M**, Supplemental Provisions for Federal Awards Subject to The Office of Management and Budget Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards (the "Uniform Guidance")
- L. **"Federal Award"** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- M. **"Federal Awarding Agency"** means a Federal agency providing a Federal Award to a Recipient.

- N. **"FHWA"** means the Federal Highway Administration, which is one of the twelve administrations under the Office of the Secretary of Transportation at the U.S. Department of Transportation. FHWA provides stewardship over the construction, maintenance and preservation of the Nation's highways and tunnels. FHWA is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.
- O. **"Goods"** means any movable material acquired, produced, or delivered by Local Agency as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Local Agency in connection with the Services.
- P. **"Incident"** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- Q. **"Initial Term"** means the time period defined in §2.B
- R. **"Multimodal Transportation Options Funding"** or **"MMOF"** means money transferred from the general fund to the fund pursuant to C.R.S. §§24-75-219 (5)(a)(III) and (5)(b)(III) and any other money that the general assembly may appropriate or transfer to the fund.
- S. **"Notice to Proceed"** means the letter issued by the State to the Local Agency stating the date the Local Agency can begin work subject to the conditions of this Agreement.
- T. **"OMB"** means the Executive Office of the President, Office of Management and Budget.
- U. **"Oversight"** means the term as it is defined in the Stewardship Agreement between CDOT and the FHWA.
- V. **"Party"** means the State or Local Agency, and **"Parties"** means both the State and Local Agency.
- W. **"PII"** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 C.R.S.
- X. **"Recipient"** means the Colorado Department of Transportation (CDOT) for this Federal Award.
- Y. **"Services"** means the services to be performed by Local Agency as set forth in this Agreement, and shall include any services to be rendered by Local Agency in connection with the Goods.
- Z. **"State Confidential Information"** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII and State personnel records not subject to disclosure under CORA.
- AA. **"State Fiscal Rules"** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a).
- BB. **"State Fiscal Year"** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- CC. **"State Purchasing Director"** means the position described in the Colorado Procurement Code and its implementing regulations.
- DD. **"State Records"** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- EE. **"Subcontractor"** means third-parties, if any, engaged by Local Agency to aid in performance of the Work.
- FF. **"Subrecipient"** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency.
- GG. **"Uniform Guidance"** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB

Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.

HH. **“Work”** means the delivery of the Goods and performance of the Services in compliance with CDOT’s Local Agency Manual described in this Agreement.

II. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

6. STATEMENT OF WORK

Local Agency shall complete the Work as described in this Agreement and in accordance with the provisions of **Exhibit A**, and the Local Agency Manual. The State shall have no liability to compensate Local Agency for the delivery of any Goods or the performance of any Services that are not specifically set forth in this Agreement.

Work may be divided into multiple phases that have separate periods of performance. The State may not compensate for Work that Local Agency performs outside of its designated phase performance period. The performance period of phases, including, but not limited to Design, Construction, Right of Way, Utilities, or Environment phases, are identified in **Exhibit C**. The State may unilaterally modify **Exhibit C** from time to time, at its sole discretion, to extend the period of performance for a phase of Work authorized under this Agreement. To exercise this phase performance period extension option, the State will provide written notice to Local Agency in a form substantially equivalent to **Exhibit B**. The State’s unilateral extension of phase performance periods will not amend or alter in any way the funding provisions or any other terms specified in this Agreement, notwithstanding the options listed under **§7.E**

A. Local Agency Commitments

i. Design

If the Work includes preliminary design, final design, design work sheets, or special provisions and estimates (collectively referred to as the “Plans”), Local Agency shall ensure that it and its Contractors comply with and are responsible for satisfying the following requirements:

- a. Perform or provide the Plans to the extent required by the nature of the Work.
- b. Prepare final design in accordance with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by the State.
- c. Prepare provisions and estimates in accordance with the most current version of the State’s Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction or Local Agency specifications if approved by the State.
- d. Include details of any required detours in the Plans in order to prevent any interference of the construction Work and to protect the traveling public.
- e. Stamp the Plans as produced by a Colorado registered professional engineer.
- f. Provide final assembly of Plans and all other necessary documents.
- g. Ensure the Plans are accurate and complete.
- h. Make no further changes in the Plans following the award of the construction contract to Contractor unless agreed to in writing by the Parties. The Plans shall be considered final when approved in writing by CDOT, and when final, they will be deemed incorporated herein.

ii. Local Agency Work

- a. Local Agency shall comply with the requirements of the Americans With Disabilities Act (ADA) 42 U.S.C. § 12101, et. seq., and applicable federal regulations and standards as contained in the document “ADA Accessibility Requirements in CDOT Transportation Projects”.
 - b. Local Agency shall afford the State ample opportunity to review the Plans and shall make any changes in the Plans that are directed by the State to comply with FHWA requirements.
 - c. Local Agency may enter into a contract with a Consultant to perform all or any portion of the Plans and/or construction administration. Provided, however, if federal-aid funds are involved in the cost of such Work to be done by such Consultant, such Consultant contract (and the performance provision of the Plans under the contract) must comply with all applicable requirements of 23 C.F.R. Part 172 and with any procedures implementing those requirements as provided by the State, including those in **Exhibit H**. If Local Agency enters into a contract with a Consultant for the Work:
 - 1) Local Agency shall submit a certification that procurement of any Consultant contract complies with the requirements of 23 C.F.R. 172.5(1) prior to entering into such Consultant contract, subject to the State’s approval. If not approved by the State, Local Agency shall not enter into such Consultant contract.
 - 2) Local Agency shall ensure that all changes in the Consultant contract have prior approval by the State and FHWA and that they are in writing. Immediately after the Consultant contract has been awarded, one copy of the executed Consultant contract and any amendments shall be submitted to the State.
 - 3) Local Agency shall require that all billings under the Consultant contract comply with the State’s standardized billing format. Examples of the billing formats are available from the CDOT Agreements Office.
 - 4) Local Agency (and any Consultant) shall comply with 23 C.F.R. 172.5(b) and (d) and use the CDOT procedures described in **Exhibit H** to administer the Consultant contract.
 - 5) Local Agency may expedite any CDOT approval of its procurement process and/or Consultant contract by submitting a letter to CDOT from Local Agency’s attorney/authorized representative certifying compliance with **Exhibit H** and 23 C.F.R. 172.5(b) and (d).
 - 6) Local Agency shall ensure that the Consultant contract complies with the requirements of 49 CFR 18.36(i) and contains the following language verbatim:
 - (a) The design work under this Agreement shall be compatible with the requirements of the contract between Local Agency and the State (which is incorporated herein by this reference) for the design/construction of the project. The State is an intended third-party beneficiary of this agreement for that purpose.
 - (b) Upon advertisement of the project work for construction, the consultant shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project.
 - (c) The consultant shall review the construction Contractor’s shop drawings for conformance with the contract documents and compliance with the provisions of the State’s publication, Standard Specifications for Road and Bridge Construction, in connection with this work.
 - (d) The State, in its sole discretion, may review construction plans, special provisions and estimates and may require Local Agency to make such changes therein as the State determines necessary to comply with State and FHWA requirements.
- iii. Construction
- If the Work includes construction, Local Agency shall perform the construction in accordance with the approved design plans and/or administer the construction in accordance with **Exhibit E**. Such administration shall include Work inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for

contract modification orders and minor contract revisions; processing construction Contractor claims; construction supervision; and meeting the quality control requirements of the FHWA/CDOT Stewardship Agreement, as described in **Exhibit E**.

- a. The State may, after providing written notice of the reason for the suspension to Local Agency, suspend the Work, wholly or in part, due to the failure of Local Agency or its Contractor to correct conditions which are unsafe for workers or for such periods as the State may deem necessary due to unsuitable weather, or for conditions considered unsuitable for the prosecution of the Work, or for any other condition or reason deemed by the State to be in the public interest.
- b. Local Agency shall be responsible for the following:
 - 1) Appointing a qualified professional engineer, licensed in the State of Colorado, as Local Agency Project Engineer (LAPE), to perform engineering administration. The LAPE shall administer the Work in accordance with this Agreement, the requirements of the construction contract and applicable State procedures, as defined in the CDOT Local Agency Manual (https://www.codot.gov/business/designsupport/bulletins_manuals/2006-local-agency-manual).
 - 2) For the construction Services, advertising the call for bids, following its approval by the State, and awarding the construction contract(s) to the lowest responsible bidder(s).
 - (a) All Local Agency's advertising and bid awards pursuant to this Agreement shall comply with applicable requirements of 23 U.S.C. §112 and 23 C.F.R. Parts 633 and 635 and C.R.S. § 24-92-101 et seq. Those requirements include, without limitation, that Local Agency and its Contractor(s) incorporate Form 1273 (Exhibit I) in its entirety, verbatim, into any subcontract(s) for Services as terms and conditions thereof, as required by 23 C.F.R. 633.102(e).
 - (b) Local Agency may accept or reject the proposal of the apparent low bidder for Work on which competitive bids have been received. Local Agency must accept or reject such bids within 3 working days after they are publicly opened.
 - (c) If Local Agency accepts bids and makes awards that exceed the amount of available Agreement Funds, Local Agency shall provide the additional funds necessary to complete the Work or not award such bids.
 - (d) The requirements of §6.A.iii.b.2 also apply to any advertising and bid awards made by the State.
 - (e) The State (and in some cases FHWA) must approve in advance all Force Account Construction, and Local Agency shall not initiate any such Services until the State issues a written Notice to Proceed.
- iv. Right of Way (ROW) and Acquisition/Relocation
 - a. If Local Agency purchases a ROW for a State highway, including areas of influence, Local Agency shall convey the ROW to CDOT promptly upon the completion of the project/construction.
 - b. Any acquisition/relocation activities shall comply with all applicable federal and State statutes and regulations, including but not limited to, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, as amended (49 C.F.R. Part 24), CDOT's Right of Way Manual, and CDOT's Policy and Procedural Directives.
 - c. The Parties' respective responsibilities for ensuring compliance with acquisition, relocation and incidentals depend on the level of federal participation as detailed in CDOT's Right of Way Manual (located at <http://www.codot.gov/business/manuals/right-of-way>); however, the State always retains oversight responsibilities.
 - d. The Parties' respective responsibilities at each level of federal participation in CDOT's Right of Way Manual, and the State's reimbursement of Local Agency costs will be determined pursuant to the following categories:

- 1) Right of way acquisition (3111) for federal participation and non-participation;
- 2) Relocation activities, if applicable (3109);
- 3) Right of way incidentals, if applicable (expenses incidental to acquisition/relocation of right of way – 3114).

v. Utilities

If necessary, Local Agency shall be responsible for obtaining the proper clearance or approval from any utility company that may become involved in the Work. Prior to the Work being advertised for bids, Local Agency shall certify in writing to the State that all such clearances have been obtained.

vi. Railroads

If the Work involves modification of a railroad company's facilities and such modification will be accomplished by the railroad company, Local Agency shall make timely application to the Public Utilities Commission ("PUC") requesting its order providing for the installation of the proposed improvements. Local Agency shall not proceed with that part of the Work before obtaining the PUC's order. Local Agency shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 C.F.R. 646, subpart B, concerning federal-aid projects involving railroad facilities, and:

- a. Execute an agreement with the railroad company setting out what work is to be accomplished and the location(s) thereof, and which costs shall be eligible for federal participation.
- b. Obtain the railroad's detailed estimate of the cost of the Work.
- c. Establish future maintenance responsibilities for the proposed installation.
- d. Proscribe in the agreement the future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.
- e. Establish future repair and/or replacement responsibilities, as between the railroad company and the Local Agency, in the event of accidental destruction or damage to the installation.

vii. Environmental Obligations

Local Agency shall perform all Work in accordance with the requirements of current federal and State environmental regulations, including the National Environmental Policy Act of 1969 (NEPA) as applicable.

viii. Maintenance Obligations

Local Agency shall maintain and operate the Work constructed under this Agreement at its own cost and expense during their useful life, in a manner satisfactory to the State and FHWA. Local Agency shall conduct such maintenance and operations in accordance with all applicable statutes, ordinances, and regulations pertaining to maintaining such improvements. The State and FHWA may make periodic inspections to verify that such improvements are being adequately maintained.

ix. Monitoring Obligations

Local Agency shall respond in a timely manner to and participate fully with the monitoring activities described in **§7.F.vi.**

B. State's Commitments

- i. The State will perform a final project inspection of the Work as a quality control/assurance activity. When all Work has been satisfactorily completed, the State will sign the FHWA Form 1212.
- ii. Notwithstanding any consents or approvals given by the State for the Plans, the State shall not be liable or responsible in any manner for the structural design, details or construction of any Work constituting major structures designed by, or that are the responsibility of, Local Agency, as identified in **Exhibit E.**

7. PAYMENTS

A. Maximum Amount

Payments to Local Agency are limited to the unpaid, obligated balance of the Agreement Funds set forth in **Exhibit C**. The State shall not pay Local Agency any amount under this Agreement that exceeds the Agreement Maximum set forth in **Exhibit C**.

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Local Agency in the amounts and in accordance with conditions set forth in **Exhibit C**.
- b. Local Agency shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Local Agency and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Local Agency shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.
- e. If a project is funded in part by the State with MMOF there is an expiration date for the funds. The expiration date applies to grants and local funds used to match grants. In order to receive payment from the State or credit for the match, Work must be completed prior to the expiration date of funding and invoiced in compliance with C.R.S. §§24-75-102(a) and 24-30-202(11). Billing for this work must be submitted 30 days prior to the end of the State Fiscal Year which is June 30th.

ii. Interest

Amounts not paid by the State within 45 days after the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 46th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Local Agency shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days interest to be paid and the interest rate.

iii. Payment Disputes

If Local Agency disputes any calculation, determination, or amount of any payment, Local Agency shall notify the State in writing of its dispute within 30 days following the earlier to occur of Local Agency's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Local Agency and may make changes to its determination based on this review. The calculation, determination, or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

- a. The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Local Agency beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Agreement Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Agreement Funds, the State's obligation to pay Local Agency shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Agreement Funds, and the State's liability for such payments shall be limited to the amount remaining of such Agreement Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and

this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§2.C**.

- b. If the agreement funds are terminated, the State can terminate the contract early. Payment due for work done to the date of termination will be processed in a manner consistent with **§2.C**.

v. Erroneous Payments

The State may recover, at the State's discretion, payments made to Local Agency in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Local Agency. The State may recover such payments by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Local Agency, or by any other appropriate method for collecting debts owed to the State. The close out of a Federal Award does not affect the right of FHWA or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period (as defined below in **§9.A**).

C. Matching Funds

Local Agency shall provide matching funds as provided in **§7.A** and **Exhibit C**. Local Agency shall have raised the full amount of matching funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Local Agency's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Local Agency and paid into Local Agency's treasury. Local Agency represents to the State that the amount designated "Local Agency Matching Funds" in **Exhibit C** has been legally appropriated for the purpose of this Agreement by its authorized representatives and paid into its treasury. Local Agency may evidence such obligation by an appropriate ordinance/resolution or other authority letter expressly authorizing Local Agency to enter into this Agreement and to expend its match share of the Work. A copy of any such ordinance/resolution or authority letter is attached hereto as **Exhibit D**. Local Agency does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Local Agency. Local Agency shall not pay or be liable for any claimed interest, late charges, fees, taxes, or penalties of any nature, except as required by Local Agency's laws or policies.

D. Reimbursement of Local Agency Costs

The State shall reimburse Local Agency's allowable costs, not exceeding the maximum total amount described in **Exhibit C** and **§7**. The applicable principles described in 2 C.F.R. Part 200 shall govern the State's obligation to reimburse all costs incurred by Local Agency and submitted to the State for reimbursement hereunder, and Local Agency shall comply with all such principles. The State shall reimburse Local Agency for the federal-aid share of properly documented costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and **Exhibit C**. Local Agency costs for Work performed prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. Local Agency costs for Work performed after any Performance Period End Date for a respective phase of the Work, is not reimbursable. Allowable costs shall be:

- i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided.
- ii. Actual net cost to Local Agency (i.e. the price paid minus any items of value received by Local Agency that reduce the cost actually incurred).

E. Unilateral Modification of Agreement Funds Budget by State Option Letter

The State may, at its discretion, issue an "Option Letter" to Local Agency to add or modify Work phases in the Work schedule in **Exhibit C** if such modifications do not increase total budgeted Agreement Funds. Such Option Letters shall amend and update **Exhibit C**, Sections 2 or 4 of the Table, and sub-sections B and C of the **Exhibit C**. Option Letters shall not be deemed valid until signed by the State Controller or an authorized delegate. Modification of **Exhibit C** by unilateral Option Letter is permitted only in the specific scenarios listed below. The State will exercise such options by providing Local Agency a fully executed Option Letter, in a form substantially equivalent to **Exhibit B**. Such Option Letters will be incorporated into this Agreement.

i. Option to Begin a Phase and/or Increase or Decrease the Encumbrance Amount

The State may require by Option Letter that Local Agency begin a new Work phase that may include Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous Work (but may not include Right of Way Acquisition/Relocation or Railroads) as detailed in **Exhibit A**. Such Option Letters may not modify the other terms and conditions stated in this Agreement, and must decrease the amount budgeted and encumbered for one or more other Work phases so that the total amount of budgeted Agreement Funds remains the same. The State may also issue a unilateral Option Letter to simultaneously increase and decrease the total encumbrance amount of two or more existing Work phases, as long as the total amount of budgeted Agreement Funds remains the same, replacing the original Agreement Funding exhibit (**Exhibit C**) with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.).

ii. Option to Transfer Funds from One Phase to Another Phase.

The State may require or permit Local Agency to transfer Agreement Funds from one Work phase (Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous) to another phase as a result of changes to State, federal, and local match funding. In such case, the original funding exhibit (**Exhibit C**) will be replaced with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.) attached to the Option Letter. The Agreement Funds transferred from one Work phase to another are subject to the same terms and conditions stated in the original Agreement with the total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a fully executed Option Letter to Local Agency within thirty (30) days before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B**.

iii. Option to Exercise Options i and ii.

The State may require Local Agency to add a Work phase as detailed in **Exhibit A**, and encumber and transfer Agreement Funds from one Work phase to another. The original funding exhibit (**Exhibit C**) in the original Agreement will be replaced with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.) attached to the Option Letter. The addition of a Work phase and encumbrance and transfer of Agreement Funds are subject to the same terms and conditions stated in the original Agreement with the total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a fully executed Option Letter to Local Agency within 30 days before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B**.

iv. Option to Update a Work Phase Performance Period and/or modify information required under the OMB Uniform Guidance, as outlined in **Exhibit C**. The State may update any information contained in **Exhibit C**, Sections 2 and 4 of the Table, and sub-sections B and C of the **Exhibit C**.

F. Accounting

Local Agency shall establish and maintain accounting systems in accordance with generally accepted accounting standards (a separate set of accounts, or as a separate and integral part of its current accounting scheme). Such accounting systems shall, at a minimum, provide as follows:

i. Local Agency Performing the Work

If Local Agency is performing the Work, it shall document all allowable costs, including any approved Services contributed by Local Agency or subcontractors, using payrolls, time records, invoices, contracts, vouchers, and other applicable records.

ii. Local Agency-Checks or Draws

Checks issued or draws made by Local Agency shall be made or drawn against properly signed vouchers detailing the purpose thereof. Local Agency shall keep on file all checks, payrolls, invoices, contracts, vouchers, orders, and other accounting documents in the office of Local Agency, clearly identified, readily accessible, and to the extent feasible, separate and apart from all other Work documents.

iii. State-Administrative Services

The State may perform any necessary administrative support services required hereunder. Local Agency shall reimburse the State for the costs of any such services from the budgeted Agreement Funds as

provided for in **Exhibit C**. If FHWA Agreement Funds are or become unavailable, or if Local Agency terminates this Agreement prior to the Work being approved by the State or otherwise completed, then all actual incurred costs of such services and assistance provided by the State shall be reimbursed to the State by Local Agency at its sole expense.

iv. Local Agency-Invoices

Local Agency's invoices shall describe in detail the reimbursable costs incurred by Local Agency for which it seeks reimbursement, the dates such costs were incurred and the amounts thereof, and Local Agency shall not submit more than one invoice per month.

v. Invoicing Within 60 Days

The State shall not be liable to reimburse Local Agency for any costs invoiced more than 60 days after the date on which the costs were incurred, including costs included in Local Agency's final invoice. The State may withhold final payment to Local Agency at the State's sole discretion until completion of final audit. Any costs incurred by Local Agency that are not allowable under 2 C.F.R. Part 200 shall be Local Agency's responsibility, and the State will deduct such disallowed costs from any payments due to Local Agency. The State will not reimburse costs for Work performed after the Performance Period End Date for a respective Work phase. The State will not reimburse costs for Work performed prior to Performance Period End Date, but for which an invoice is received more than 60 days after the Performance Period End Date.

vi. Risk Assessment & Monitoring

Pursuant to 2 C.F.R. 200.331(b), – CDOT will evaluate Local Agency's risk of noncompliance with federal statutes, regulations, and terms and conditions of this Agreement. Local Agency shall complete a Risk Assessment Form (**Exhibit L**) when that may be requested by CDOT. The risk assessment is a quantitative and/or qualitative determination of the potential for Local Agency's non-compliance with the requirements of the Federal Award. The risk assessment will evaluate some or all of the following factors:

- Experience: Factors associated with the experience and history of the Subrecipient with the same or similar Federal Awards or grants.
- Monitoring/Audit: Factors associated with the results of the Subrecipient's previous audits or monitoring visits, including those performed by the Federal Awarding Agency, when the Subrecipient also receives direct federal funding. Include audit results if Subrecipient receives single audit, where the specific award being assessed was selected as a major program.
- Operation: Factors associated with the significant aspects of the Subrecipient's operations, in which failure could impact the Subrecipient's ability to perform and account for the contracted goods or services.
- Financial: Factors associated with the Subrecipient's financial stability and ability to comply with financial requirements of the Federal Award.
- Internal Controls: Factors associated with safeguarding assets and resources, deterring and detecting errors, fraud and theft, ensuring accuracy and completeness of accounting data, producing reliable and timely financial and management information, and ensuring adherence to its policies and plans.
- Impact: Factors associated with the potential impact of a Subrecipient's non-compliance to the overall success of the program objectives.
- Program Management: Factors associated with processes to manage critical personnel, approved written procedures, and knowledge of rules and regulations regarding federal-aid projects.

Following Local Agency's completion of the Risk Assessment Tool (**Exhibit L**), CDOT will determine the level of monitoring it will apply to Local Agency's performance of the Work. This risk assessment may be re-evaluated after CDOT begins performing monitoring activities.

G. Close Out

Local Agency shall close out this Award within 90 days after the Final Phase Performance End Date. Close out requires Local Agency's submission to the State of all deliverables defined in this Agreement, and Local Agency's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If FHWA has not closed this Federal Award within 1 year and 90 days after the Final Phase Performance End Date due to Local Agency's failure to submit required documentation, then Local Agency may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

8. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to §19 or pursuant to any exhibit, for any contract having a term longer than 3 months, Local Agency shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five (5) Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Local Agency is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Local Agency's ability to perform its obligations under this Agreement, Local Agency shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified in §16.

C. Performance and Final Status

Local Agency shall submit all financial, performance and other reports to the State no later than 60 calendar days after the Final Phase Performance End Date or sooner termination of this Agreement, containing an Evaluation of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

D. Violations Reporting

Local Agency must disclose, in a timely manner, in writing to the State and FHWA, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. Penalties for noncompliance may include suspension or debarment (2 CFR Part 180 and 31 U.S.C. 3321).

9. LOCAL AGENCY RECORDS

A. Maintenance

Local Agency shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Local Agency shall maintain such records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Local Agency in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Local Agency shall permit the State to audit, inspect, examine, excerpt, copy, and transcribe Local Agency Records during the Record Retention Period. Local Agency shall make Local Agency Records available during normal business hours at Local Agency's office or place of business, or at other mutually agreed upon

times or locations, upon no fewer than 2 Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Local Agency's performance of its obligations under this Agreement using procedures as determined by the State. The State shall monitor Local Agency's performance in a manner that does not unduly interfere with Local Agency's performance of the Work.

D. Final Audit Report

Local Agency shall promptly submit to the State a copy of any final audit report of an audit performed on Local Agency's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Local Agency or a third party.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Local Agency shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Local Agency for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Local Agency under CORA. Local Agency shall not, without prior written approval of the State, use for Local Agency's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Agreement. Local Agency shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Local Agency shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Local Agency may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Local Agency shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Agreement, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Local Agency shall provide copies of those signed nondisclosure agreements to the State upon request.

C. Use, Security, and Retention

Local Agency shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Local Agency shall provide the State with access, subject to Local Agency's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Local Agency shall return State Records provided to Local Agency or destroy such State Records and certify to the State that it has done so, as directed by the State. If Local Agency is prevented by law or regulation from returning or destroying State Confidential Information, Local Agency warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Local Agency becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Local Agency can establish that none of Local Agency or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Local Agency shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Local Agency shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which

may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

11. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Local Agency shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Local Agency under this Agreement. Such a conflict of interest would arise when a Local Agency or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement. Officers, employees and agents of Local Agency may neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts.

B. Apparent Conflicts of Interest

Local Agency acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Local Agency shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Local Agency's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Local Agency is uncertain whether a conflict or the appearance of a conflict has arisen, Local Agency shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

12. INSURANCE

Local Agency shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies with an AM Best rating of A-VIII or better.

A. Local Agency Insurance

Local Agency is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA") and shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA.

B. Subcontractor Requirements

Local Agency shall ensure that each Subcontractor that is a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA. Local Agency shall ensure that each Subcontractor that is not a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement all of the following insurance policies:

i. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Local Agency or Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- a. \$1,000,000 each occurrence;
- b. \$1,000,000 general aggregate;

- c. \$1,000,000 products and completed operations aggregate; and
 - d. \$50,000 any 1 fire.
- iii. Automobile Liability
Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.
- iv. Protected Information
Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:
 - a. \$1,000,000 each occurrence; and
 - b. \$2,000,000 general aggregate.
- v. Professional Liability Insurance
Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:
 - a. \$1,000,000 each occurrence; and
 - b. \$1,000,000 general aggregate.
- vi. Crime Insurance
Crime insurance including employee dishonesty coverage with minimum limits as follows:
 - a. \$1,000,000 each occurrence; and
 - b. \$1,000,000 general aggregate.
- C. Additional Insured
The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Local Agency and Subcontractors. In the event of cancellation of any commercial general liability policy, the carrier shall provide at least 10 days prior written notice to CDOT.
- D. Primacy of Coverage
Coverage required of Local Agency and each Subcontractor shall be primary over any insurance or self-insurance program carried by Local Agency or the State.
- E. Cancellation
All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Local Agency and Local Agency shall forward such notice to the State in accordance with §16 within 7 days of Local Agency's receipt of such notice.
- F. Subrogation Waiver
All commercial insurance policies secured or maintained by Local Agency or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Local Agency or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
- G. Certificates
For each commercial insurance plan provided by Local Agency under this Agreement, Local Agency shall provide to the State certificates evidencing Local Agency's insurance coverage required in this Agreement within 7 Business Days following the Effective Date. Local Agency shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within 7 Business Days following the Effective Date, except that, if Local Agency's subcontract is not in effect as of the Effective

Date, Local Agency shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within 7 Business Days following Local Agency's execution of the subcontract. No later than 15 days before the expiration date of Local Agency's or any Subcontractor's coverage, Local Agency shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Local Agency shall, within 7 Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this **§12**.

13. BREACH

A. Defined

The failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner, shall be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Local Agency, or the appointment of a receiver or similar officer for Local Agency or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in **§14** for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in the Agreement in order to protect the public interest of the State.

14. REMEDIES

A. State's Remedies

If Local Agency is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in **§13.B**, shall have all of the remedies listed in this **§14.A**, in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Local Agency's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Local Agency shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Local Agency shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Local Agency shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Local Agency shall assign to the State all of Local Agency's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Local Agency shall take timely, reasonable and necessary action to protect and preserve property in the possession of Local Agency but in which the State has an interest. At the State's request, Local Agency shall return materials owned by the State in Local Agency's possession at the time of any termination. Local Agency shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Local Agency for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Local Agency was not in breach or that Local Agency's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.C**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Local Agency shall remain liable to the State for any damages sustained by the State in connection with any breach by Local Agency, and the State may withhold payment to Local Agency for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Local Agency is determined. The State may withhold any amount that may be due Local Agency as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Local Agency's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Local Agency to an adjustment in price or cost or an adjustment in the performance schedule. Local Agency shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Local Agency after the suspension of performance.

b. Withhold Payment

Withhold payment to Local Agency until Local Agency corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Local Agency's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal from the Work of any of Local Agency's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes a patent, copyright, trademark, trade secret, or other intellectual property right, Local Agency shall, as approved by the State **(a)** secure that right to use such Work for the State or Local Agency; **(b)** replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, **(c)** remove any infringing Work and refund the amount paid for such Work to the State.

B. Local Agency's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Local Agency, following the notice and cure period in **§13.B** and the dispute resolution process in **§15** shall have all remedies available at law and equity.

15. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Local Agency for resolution.

B. Resolution of Controversies

If the initial resolution described in §15.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDOT as

described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109, 24-109-101.1, 24-109-101.5, 24-109-106, 24-109-107, 24-109-201 through 24-109-206, and 24-109-501 through 24-109-505, C.R.S., (the “Resolution Statutes”), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor’s challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

16. NOTICES AND REPRESENTATIVES

Each individual identified below shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered **(i)** by hand with receipt required, **(ii)** by certified or registered mail to such Party’s principal representative at the address set forth below or **(iii)** as an email with read receipt requested to the principal representative at the email address, if any, set forth below. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party’s principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§16** without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

For the State

Colorado Department of Transportation (CDOT)
Tracy Vance, CEPM - I
CDOT - Region 1
2829 W. Howard Place, 2nd Floor
Denver, CO 80204
303-512-4090
tracy.vance@state.co.us

For the Local Agency

CITY OF ARVADA
Sylvia Lopo, Traffic Engineer
8101 Ralston Rd
Arvada, CO 80002-8101
720-898-7653
slopo@arvada.org

17. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Local Agency assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Local Agency is under contract with the State at the time, Local Agency shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire.

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Local Agency hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights

or similar rights with respect to the Work Product throughout the world. To the extent that Local Agency cannot make any of the assignments required by this section, Local Agency hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Local Agency grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Local Agency that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives, or other documents, drawings, models, materials, data, and information shall be the exclusive property of the State (collectively, "State Materials"). Local Agency shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Local Agency's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Local Agency shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

18. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the GIA; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Local Agency under this Agreement is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this **§19** shall apply. Local Agency agrees to be governed by and comply with the provisions of §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Local Agency's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

20. GENERAL PROVISIONS

A. Assignment

Local Agency's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Local Agency's rights and obligations approved by the State shall be subject to the provisions of this Agreement

B. Subcontracts

Local Agency shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Local Agency shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Local Agency in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

C. Binding Effect

Except as otherwise provided in **§20.A.** all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. Jurisdiction and Venue

All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than contract amendments, shall conform to the policies promulgated by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

K. Order of Precedence

In the event of a conflict or inconsistency between this Agreement and any exhibits or attachment such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i. Colorado Special Provisions in the main body of this Agreement.
- ii. The provisions of the other sections of the main body of this Agreement.
- iii. **Exhibit A**, Statement of Work.
- iv. **Exhibit D**, Local Agency Resolution.
- v. **Exhibit C**, Funding Provisions.
- vi. **Exhibit B**, Sample Option Letter.
- vii. **Exhibit E**, Local Agency Contract Administration Checklist.
- viii. Other exhibits in descending order of their attachment.

L. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of the Agreement.

M. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other Party.

N. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§20.C**, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

O. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

P. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-103.5-101 C.R.S., if any, are subject to public release through the CORA.

Q. Standard and Manner of Performance

Local Agency shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Local Agency's industry, trade, or profession.

R. Licenses, Permits, and Other Authorizations.

Local Agency shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

21. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State.

Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. COMPLIANCE WITH LAW.

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due

under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, et seq., C.R.S.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor **(i)** shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment (“Department Program”) to undertake pre-employment screening of job applicants while this Contract is being performed, **(ii)** shall notify the Subcontractor and the contracting State agency or institution of higher education within 3 days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, **(iii)** shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and **(iv)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101, et seq., C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, et seq., C.R.S.

Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Contractor **(i)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(ii)** shall comply with the provisions of §§24-76.5-101, et seq., C.R.S., and **(iii)** has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Contract.

Revised 11-1-18

22. FEDERAL REQUIREMENTS

Local Agency and/or their contractors, subcontractors, and consultants shall at all times during the execution of this Agreement strictly adhere to, and comply with, all applicable federal and State laws, and their implementing regulations, as they currently exist and may hereafter be amended. A summary of applicable federal provisions are attached hereto as Exhibit F, Exhibit I, Exhibit J, Exhibit K and Exhibit M are hereby incorporated by this reference.

23. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Local Agency will comply with all requirements of Exhibit G and Local Agency Contract Administration Checklist regarding DBE requirements for the Work, except that if Local Agency desires to use its own DBE program to implement and administer the DBE provisions of 49 C.F.R. Part 26 under this Agreement, it must submit a copy of its program’s requirements to the State for review and approval before the execution of this Agreement. If Local Agency uses any State- approved DBE program for this Agreement, Local Agency shall be solely responsible to defend that DBE program and its use of that program against all legal and other challenges or complaints, at its sole cost and expense. Such responsibility includes, without limitation, determinations concerning DBE eligibility requirements and certification, adequate legal and factual bases for DBE goals and good faith efforts. State approval (if provided) of Local Agency’s DBE program does not waive or modify the sole responsibility of Local Agency for use of its program.

24. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of CDOT. In connection with any appeal proceeding under this clause, Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Local Agency shall proceed diligently with the performance of this Agreement in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals shall be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this Agreement, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

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EXHIBIT A
SCOPE OF WORK

58th Avenue and Kipling Parkway Intersection Improvements
SHE M040-034
SubAccount #22278

The proposed project will provide intersection safety improvements at one location in Arvada. The improvements will replace the traffic signal equipment, upgrade curb ramps to meet current ADA standards and improve pedestrian accessibility. The existing intersection geometry will remain in place. Land acquisition will not be required for this project.

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EXHIBIT B
SAMPLE IGA OPTION LETTER

Date	State Fiscal Year	Option Letter No.
Project Code	Original Agreement #	

Vendor Name: _____

Option to unilaterally add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous and to update encumbrance amount(s).

Option to unilaterally transfer funds from one phase to another phase.

Option to unilaterally add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous, to update encumbrance amount(s), and to unilaterally transfer funds from one phase to another phase.

Option to unilaterally extend the performance of this Agreement and/or update a Work Phase Performance Period.

Option A

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency), the State hereby exercises the option to authorize the Local Agency to add a phase and to encumber funds for the phase based on changes in funding availability and authorization. The total encumbrance is (or increased) by \$0.00. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option B

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to transfer funds based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option C

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to 1) release the Local Agency to begin a phase; 2) to encumber funds for the phase based upon changes in funding availability and authorization; and 3) to transfer funds from phases based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option D

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option extend the performance of this Agreement and/or update a Work Phase Performance Period.

The total encumbrance as a result of this option and all previous options and/or amendments is now\$0.00, as referenced in **Exhibit C-1**. The total budgeted funds to satisfy services/goods ordered under the Agreement remains the same: as referenced in **Exhibit C-1**.

The effective date of this option letter is upon approval of the State Controller or delegate.

STATE OF COLORADO
Jared S. Polis
Department of Transportation

By: _____
Stephen Harelson, P.E., Chief Engineer
(For) Shoshana M. Lew, Executive Director

Date: _____

ALL AGREEMENTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Agreements. This Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.

STATE OF COLORADO
STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Colorado Department of Transportation

Date:_____

EXHIBIT C **FUNDING PROVISIONS**

EXHIBIT C – FUNDING PROVISIONS

SHO M040-034 (22278)

Cost of Work Estimate

The Local Agency has estimated the total cost the Work to be \$450,000.00, which is to be funded as follows:

1. BUDGETED FUNDS				
a.	Federal Funds (90.00% of Participating Costs)		\$405,000.00	
b.	Local Agency Matching Funds (10.00% of Participating Costs)		\$45,000.00	
TOTAL BUDGETED FUNDS			\$450,000.00	
2. OMB UNIFORM GUIDANCE				
a.	Federal Award Identification Number (FAIN):		TBD	
b.	Federal Award Date (also Phase Performance Start Date):		See Below	
c.	Amount of Federal Funds Obligated:		\$0.00	
d.	Total Amount of Federal Award:		\$405,000.00	
e.	Name of Federal Awarding Agency:		FHWA	
f.	CFDA# - Highway Planning and Construction		CFDA 20.205	
g.	Is the Award for R&D?		No	
h.	Indirect Cost Rate (if applicable)		N/A	
3. ESTIMATED PAYMENT TO LOCAL AGENCY				
a.	Federal Funds Budgeted		\$405,000.00	
b.	Less Estimated Federal Share of CDOT-Incurred Costs		\$0.00	
TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY			\$405,000.00	
4. FOR CDOT ENCUMBRANCE PURPOSES				
a.	Total Encumbrance Amount		\$450,000.00	
b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109		\$0.00	
Net to be encumbered as follows:			\$450,000.00	
<i>Note: No funds are currently available. Design and Construction funds will become available after execution of an Option letter (Exhibit B) or formal Amendment.</i>				
WBS Element 22278.10.30	Performance Period Start*/End Date TBD / TBD	Design	3020	\$0.00
WBS Element 22278.20.10	TBD / TBD	Const.	3301	\$0.00

*The Local Agency should not begin work until all three of the following are in place:

- 1) Phase Performance Period Start Date; 2) The execution of the document encumbering funds for the respective phase; and 3) Local Agency receipt of the official Notice to Proceed. Any work performed before these three (3) milestones are achieved will not be reimbursable.

B. Matching Funds

The matching ratio for the federal participating funds for this Work is 90.00% federal-aid funds to 10.00% Local Agency funds, it being understood that such ratio applies only to the \$450,000.00 that is eligible for federal participation, it being further understood that all non-participating costs are borne by the Local Agency at 100%. If the total participating cost of performance of the Work exceeds \$450,000.00, and additional federal funds are made available for the Work, the Local Agency shall pay 10.00% of all such costs eligible for federal participation and 100% of all non-participating costs; if additional federal funds are not made available, the Local Agency shall pay all such excess costs. If the total participating cost of performance of the Work is less than \$450,000.00, then the amounts of Local Agency and federal-aid funds will be decreased in accordance with the funding ratio described herein. The performance of the Work shall be at no cost to the State.

C. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be \$405,000.00 (for CDOT accounting purposes, the federal funds of \$405,000.00 and the Local Agency matching funds of \$45,000.00 will be encumbered for a total encumbrance of \$450,000.00), unless such amount is increased by an appropriate written modification to this Agreement executed before any increased cost is incurred. It is understood and agreed by the parties hereto that the total cost of the Work stated hereinbefore is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that such cost is subject to revisions (in accord with the procedure in the previous sentence) agreeable to the parties prior to bid and award.

The maximum amount payable shall be reduced without amendment when the actual amount of the Local Agency's awarded contract is less than the budgeted total of the federal participating funds and the Local Agency matching funds. The maximum amount payable shall be reduced through the execution of an Option Letter as described in Section 7. E. of this contract.

D. Single Audit Act Amendment

All state and local government and non-profit organizations receiving \$750,000 or more from all funding sources defined as federal financial assistance for Single Audit Act Amendment purposes shall comply with the audit requirements of 2 CFR part 200, subpart F (Audit Requirements) see also, 49 C.F.R. 18.20 through 18.26. The Single Audit Act Amendment requirements applicable to the Local Agency receiving federal funds are as follows:

- i. Expenditure less than \$750,000**
If the Local Agency expends less than \$750,000 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.
- ii. Expenditure of \$750,000 or more-Highway Funds Only**
If the Local Agency expends \$750,000 or more, in Federal funds, but only received federal Highway funds (Catalog of Federal Domestic Assistance, CFDA 20.205) then a program specific audit shall be performed. This audit will examine the "financial" procedures and processes for this program area.
- iii. Expenditure of \$750,000 or more-Multiple Funding Sources**
If the Local Agency expends \$750,000 or more in Federal funds, and the Federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.
- iv. Independent CPA**
Single Audit shall only be conducted by an independent CPA, not by an auditor on staff. An audit is an allowable direct or indirect cost.

EXHIBIT D

LOCAL AGENCY RESOLUTION (If APPLICABLE)

EXHIBIT E LOCAL AGENCY AGREEMENT ADMINISTRATION CHECKLIST

COLORADO DEPARTMENT OF TRANSPORTATION LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST			
Project No. SHO M040-034	STIP No. SR16682	Project Code 22278	Region 1
Project Location 58th Avenue & Kipling Parkway			Date 11/9/2020
Project Description 58th Avenue & Kipling Parkway Intersection Improvements			
Local Agency Arvada	Local Agency Project Manager Sylvia Lopo		
CDOT Resident Engineer Maria Hajiaghaee	CDOT Project Manager Tracy Vance		
INSTRUCTIONS: This checklist shall be utilized to establish the contract administration responsibilities of the individual parties to this agreement. The checklist becomes an attachment to the Local Agency agreement. Section numbers correspond to the applicable chapters of the <i>CDOT Local Agency Manual</i> . The checklist shall be prepared by placing an "X" under the responsible party, opposite each of the tasks. The "X" denotes the party responsible for initiating and executing the task. Only one responsible party should be selected. When neither CDOT nor the Local Agency is responsible for a task, not applicable (NA) shall be noted. In addition, a "#" will denote that CDOT must concur or approve. Tasks that will be performed by Headquarters staff will be indicated. The Regions, in accordance with established policies and procedures, will determine who will perform all other tasks that are the responsibility of CDOT. The checklist shall be prepared by the CDOT Resident Engineer or the CDOT Project Manager, in cooperation with the Local Agency Project Manager, and submitted to the Region Program Engineer. If contract administration responsibilities change, the CDOT Resident Engineer, in cooperation with the Local Agency Project Manager, will prepare and distribute a revised checklist. Note: Failure to comply with applicable Federal and State requirements may result in the loss of Federal or State participation in funding.			

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LA	CDOT
TIP / STIP AND LONG-RANGE PLANS			
2.1	Review Project to ensure it is consistent with STIP and amendments thereto		X
FEDERAL FUNDING OBLIGATION AND AUTHORIZATION			
4.1	Authorize funding by phases (CDOT Form 418 - Federal-aid Program Data. Requires FHWA concurrence/involvement)		X
PROJECT DEVELOPMENT			
5.1	Prepare Design Data - CDOT Form 463	X	#
5.2	Prepare Local Agency/CDOT Inter-Governmental Agreement (see also Chapter 3)		X
5.3	Conduct Consultant Selection/Execute Consultant Agreement		
	- Project Development - Construction Contract Administration (including Fabrication Inspection Services)	X X	# #
5.4	Conduct Design Scoping Review Meeting	X	X
5.5	Conduct Public Involvement	X	
5.6	Conduct Field Inspection Review (FIR)	X	X
5.7	Conduct Environmental Processes (may require FHWA concurrence/involvement)	X	#
5.8	Acquire Right-of-Way (may require FHWA concurrence/involvement)	X	#
5.9	Obtain Utility and Railroad Agreements	X	#
5.10	Conduct Final Office Review (FOR)	X	X
5.11	Justify Force Account Work by the Local Agency	X	#

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LA	CDOT
5.12	Justify Proprietary, Sole Source, or Local Agency Furnished Items	X	#
5.13	Document Design Exceptions - CDOT Form 464	X	#
5.14	Prepare Plans, Specifications, Construction Cost Estimates and Submittals	X	
5.15	Ensure Authorization of Funds for Construction		X
PROJECT DEVELOPMENT CIVIL RIGHTS AND LABOR COMPLIANCE			
6.1	Set Disadvantaged Business Enterprise (DBE) Goals for Consultant and Construction Contracts (CDOT Region EEO/Civil Rights Specialist).		X
6.2	Determine Applicability of Davis-Bacon Act This project ☐ is ☒ is not exempt from Davis-Bacon requirements as determined by the functional classification of the project location (Projects located on local roads and rural minor collectors may be exempt.) Maria Hajiaghaee _____ CDOT Resident Engineer (Signature on File) 11/09/2020 Date		X
6.3	Set On-the-Job Training Goals (CDOT Region EEO/Civil Rights Specialist)		X
6.4	Title VI Assurances		X
	Ensure the correct Federal Wage Decision, all required Disadvantaged Business Enterprise/On-the-Job Training special provisions and FHWA Form 1273 are included in the Contract (CDOT Resident Engineer)		X
ADVERTISE, BID AND AWARD of CONSTRUCTION PROJECTS			
7.1	Obtain Approval for Advertisement Period of Less Than Three Weeks	X	
7.2	Advertise for Bids	X	#
7.3	Distribute "Advertisement Set" of Plans and Specifications	X	
7.4	Review Worksite and Plan Details with Prospective Bidders While Project Is Under Advertisement	X	
7.5	Open Bids	X	
7.6	Process Bids for Compliance		
	Check CDOT Form 1415 – Commitment Confirmation when the low bidder meets DBE goals		X
	Evaluate CDOT Form 1416 - Good Faith Effort Report and determine if the Contractor has made a good faith effort when the low bidder does not meet DBE goals		X
	Submit required documentation for CDOT award concurrence	X	
7.7	Concurrence from CDOT to Award		X
7.8	Approve Rejection of Low Bidder		X
7.9	Award Contract	X	#
7.10	Provide "Award" and "Record" Sets of Plans and Specifications	X	
CONSTRUCTION MANAGEMENT			
8.1	Issue Notice to Proceed to the Contractor	X	#
8.2	Project Safety	X	
8.3	Conduct Conferences:		
	Pre-Construction Conference (Appendix B) • Fabrication Inspection Notifications	X	
	Pre-survey • Construction staking • Monumentation	X X	
	Partnering (Optional)	NA	NA
	Structural Concrete Pre-Pour (Agenda is in <i>CDOT Construction Manual</i>)	X	
	Concrete Pavement Pre-Paving (Agenda is in <i>CDOT Construction Manual</i>)	X	
	HMA Pre-Paving (Agenda is in <i>CDOT Construction Manual</i>)	X	
8.4	Develop and distribute Public Notice of Planned Construction to media and local residents	X	
8.5	Supervise Construction		
	A Professional Engineer (PE) registered in Colorado, who will be "in responsible charge of construction supervision." Mazedur Hossain 720-898-7744 Local Agency Professional Engineer or Phone number CDOT Resident Engineer	X	
	Provide competent, experienced staff who will ensure the Contract work is constructed in		

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LA	CDOT
	accordance with the plans and specifications	X	
	Construction inspection and documentation	X	
	Fabrication Inspection and documentation	X	
8.6	Approve Shop Drawings	X	
8.7	Perform Traffic Control Inspections	X	
8.8	Perform Construction Surveying	X	#
8.9	Monument Right-of-Way	X	
8.10	Prepare and Approve Interim and Final Contractor Pay Estimates. Collect and review CDOT Form 1418 (or equivalent) Provide the name and phone number of the person authorized for this task. Sylvia Lopo <u>720-898-7653</u> Local Agency Representative Phone number	X	
8.11	Prepare and Approve Interim and Final Utility and Railroad Billings	X	#
8.12	Prepare and Authorize Change Orders	X	#
8.13	Submit Change Order Package to CDOT	X	X
8.14	Prepare Local Agency Reimbursement Requests	X	
8.15	Monitor Project Financial Status	X	
8.16	Prepare and Submit Monthly Progress Reports	X	
8.17	Resolve Contractor Claims and Disputes	X	
8.18	Conduct Routine and Random Project Reviews Provide the name and phone number of the person responsible for this task. <u>303-757-9914</u> Maria Hajiaghvae CDOT Resident Engineer Phone number		X
8.19	Ongoing Oversight of DBE Participation	X	
MATERIALS			
9.1	Discuss Materials at Pre-Construction Meeting • Buy America documentation required prior to installation of steel	X	X
9.2	Complete CDOT Form 250 - Materials Documentation Record • Generate form, which includes determining the minimum number of required tests and applicable material submittals for all materials placed on the project • Update the form as work progresses • Complete and distribute form after work is completed	X X	X
9.3	Perform Project Acceptance Samples and Tests	X	
9.4	Perform Laboratory Verification Tests	X	
9.5	Accept Manufactured Products Inspection of structural components: • Fabrication of structural steel and pre-stressed concrete structural components • Bridge modular expansion devices (0" to 6" or greater) • Fabrication of bearing devices	X X X	
9.6	Approve Sources of Materials	X	
9.7	Independent Assurance Testing (IAT), Local Agency Procedures ☐ CDOT Procedures ☒ • Generate IAT schedule • Schedule and provide notification • Conduct IAT	X X X	
9.8	Approve mix designs • Concrete • Hot mix asphalt	X X	
9.9	Check Final Materials Documentation	X	X
9.10	Complete and Distribute Final Materials Documentation	X	X

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LA	CDOT
CONSTRUCTION CIVIL RIGHTS AND LABOR COMPLIANCE			
10.1	Fulfill Project Bulletin Board and Pre-Construction Packet Requirements	X	
10.2	Process CDOT Form 205 - Sublet Permit Application Review and sign completed CDOT Form 205 for each subcontractor, and submit to EEO/Civil Rights Specialist	X	X
10.3	Conduct Equal Employment Opportunity and Labor Compliance Verification Employee Interviews. Complete CDOT Form 280	X	
10.4	Monitor Disadvantaged Business Enterprise Participation to Ensure Compliance with the “Commercially Useful Function” Requirements	X	
10.5	Conduct Interviews When Project Utilizes On-the-Job Trainees. • Complete CDOT Form 1337 – Contractor Commitment to Meet OJT Requirements. • Complete CDOT Form 838 – OJT Trainee / Apprentice Record. • Complete CDOT Form 200 - OJT Training Questionnaire	X X X X	
10.6	Check Certified Payrolls (Contact the Region EEO/Civil Rights Specialists for training requirements.)	X	X
10.7	Submit FHWA Form 1391 - Highway Construction Contractor's Annual EEO Report	X	
FINALS			
11.1	Conduct Final Project Inspection. Complete and submit CDOT Form 1212 - Final Acceptance Report (Resident Engineer with mandatory Local Agency participation.)		X
11.2	Write Final Project Acceptance Letter	X	
11.3	Advertise for Final Settlement	X	
11.4	Prepare and Distribute Final As-Constructed Plans	X	
11.5	Prepare EEO Certification and Collect EEO Forms	X	
11.6	Check Final Quantities, Plans, and Pay Estimate; Check Project Documentation; and submit Final Certifications	X	
11.7	Check Material Documentation and Accept Final Material Certification (See Chapter 9)	X	
11.8	Obtain CDOT Form 1419 from the Contractor and Submit to the CDOT Project Manager	X	
11.9	(FHWA Form 47 discontinued)	NA	NA
11.10	Complete and Submit CDOT Form 1212 – Final Acceptance Report (by CDOT)		X
11.11	Process Final Payment	X	
11.12	Complete and Submit CDOT Form 950 - Project Closure		X
11.13	Retain Project Records for Six Years from Date of Project Closure	X	
11.14	Retain Final Version of Local Agency Contract Administration Checklist	X	X

cc: CDOT Resident Engineer/Project Manager
CDOT Region Program Engineer
CDOT Region EEO/Civil Rights Specialist
CDOT Region Materials Engineer
CDOT Contracts and Market Analysis Branch
Local Agency Project Manager

EXHIBIT F
CERTIFICATION FOR FEDERAL-AID CONTRACTS

The Local Agency certifies, by signing this Agreement, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, Agreement, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of Congress, or an employee of a Member of Congress in connection with this Federal contract, Agreement, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

EXHIBIT G
DISADVANTAGED BUSINESS ENTERPRISE

SECTION 1. Policy.

It is the policy of the Colorado Department of Transportation (CDOT) that disadvantaged business enterprises shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement, pursuant to 49 CFR Part 26. Consequently, the 49 CFR Part IE DBE requirements the Colorado Department of Transportation DBE Program (or a Local Agency DBE Program approved in advance by the State) apply to this agreement.

SECTION 2. DBE Obligation.

The recipient or its the Local Agency agrees to ensure that disadvantaged business enterprises as determined by the Office of Certification at the Colorado Department of Regulatory Agencies have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all participants or contractors shall take all necessary and reasonable steps in accordance with the CDOT DBE program (or a Local Agency DBE Program approved in advance by the State) to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of CDOT assisted contracts.

SECTION 3 DBE Program.

The Local Agency (sub-recipient) shall be responsible for obtaining the Disadvantaged Business Enterprise Program of the Colorado Department of Transportation, 1988, as amended, and shall comply with the applicable provisions of the program. (If applicable).

A copy of the DBE Program is available from and will be mailed to the Local Agency upon request: Business Programs Office

Colorado Department of Transportation 2829 West Howard Place

Denver, Colorado 80204

Phone: (303) 757-9007

REVISED 1/22/98

REQUIRED BY 49 CFR PART 26

EXHIBIT H

LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES

Title 23 Code of Federal Regulations (CFR) 172 applies to a federally funded Local Agency project agreement administered by CDOT that involves professional consultant services. 23 CFR 172.1 states “The policies and procedures involve federally funded contracts for engineering and design related services for projects subject to the provisions of 23 U.S.C. 112(a) and are issued to ensure that a qualified consultant is obtained through an equitable selection process, that prescribed work is properly accomplished in a timely manner, and at fair and reasonable cost” and according to 23 CFR 172.5 “Price shall not be used as a factor in the analysis and selection phase.” Therefore, local agencies must comply with these CFR requirements when obtaining professional consultant services under a federally funded consultant contract administered by CDOT.

CDOT has formulated its procedures in Procedural Directive (P.D.) 400.1 and the related operations guidebook titled "Obtaining Professional Consultant Services". This directive and guidebook incorporate requirements from both Federal and State regulations, i.e., 23 CFR 172 and CRS §24-30-1401 et seq. Copies of the directive and the guidebook may be obtained upon request from CDOT's Agreements and Consultant Management Unit. [Local agencies should have their own written procedures on file for each method of procurement that addresses the items in 23 CFR 172].

Because the procedures and laws described in the Procedural Directive and the guidebook are quite lengthy, the subsequent steps serve as a short-hand guide to CDOT procedures that a Local Agency must follow in obtaining professional consultant services. This guidance follows the format of 23 CFR 172. The steps are:

1. The contracting Local Agency shall document the need for obtaining professional services.
2. Prior to solicitation for consultant services, the contracting Local Agency shall develop a detailed scope of work and a list of evaluation factors and their relative importance. The evaluation factors are those identified in C.R.S. 24-30-1403. Also, a detailed cost estimate should be prepared for use during negotiations.
3. The contracting agency must advertise for contracts in conformity with the requirements of C.R.S. 24-30-1405. The public notice period, when such notice is required, is a minimum of 15 days prior to the selection of the three most qualified firms and the advertising should be done in one or more daily newspapers of general circulation.
4. The Local Agency shall not advertise any federal aid contract without prior review by the CDOT Regional Civil Rights Office (RCRO) to determine whether the contract shall be subject to a DBE contract goal. If the RCRO determines a goal is necessary, then the Local Agency shall include the goal and the applicable provisions within the advertisement. The Local Agency shall not award a contract to any Contractor or Consultant without the confirmation by the CDOT Civil Rights and Business Resource Center that the Contractor or Consultant has demonstrated good faith efforts. The Local Agency shall work with the CDOT RCRO to ensure compliance with the established terms during the performance of the contract.
5. The Local Agency shall require that all contractors pay subcontractors for satisfactory performance of work no later than 30 days after the receipt of payment for that work from the contractor. For construction projects, this time period shall be reduced to seven days in accordance with Colorado Revised Statute 24-91-103(2). If the Local Agency withholds retainage from contractors and/or allows contractors to withhold retainage from subcontractors, such retainage provisions must comply with 49 CFR 26.29.
6. Payments to all Subconsultants shall be made within thirty days of receipt of payment from [the Local Agency] or no later than ninety days from the date of the submission of a complete invoice from the Subconsultant, whichever occurs first. If the Consultant has good cause to dispute an amount invoiced by a Subconsultant, the Consultant shall notify [the Local Agency] no later than the required date for payment. Such notification shall include the amount disputed and justification for the withholding. The Consultant shall maintain records of payment that show amounts paid to all Subconsultants. Good cause does not include the Consultant's failure to submit an invoice to the Local Agency or to deposit payments made.
7. The analysis and selection of the consultants shall be done in accordance with CRS §24-30-1403. This section of the regulation identifies the criteria to be used in the evaluation of CDOT pre-qualified prime consultants and their team. It also shows which criteria are used to short-list and to make a final selection.

The short-list is based on the following evaluation factors:

- a. Qualifications,

- b. Approach to the Work,
- c. Ability to furnish professional services.
- d. Anticipated design concepts, and
- e. Alternative methods of approach for furnishing the professional services. Evaluation factors for final selection are the consultant's:

- a. Abilities of their personnel,
- b. Past performance,
- c. Willingness to meet the time and budget requirement,
- d. Location,
- e. Current and projected work load,
- f. Volume of previously awarded contracts, and
- g. Involvement of minority consultants.

8. Once a consultant is selected, the Local Agency enters into negotiations with the consultant to obtain a fair and reasonable price for the anticipated work. Pre-negotiation audits are prepared for contracts expected to be greater than \$50,000. Federal reimbursements for costs are limited to those costs allowable under the cost principles of 48 CFR 31. Fixed fees (profit) are determined with consideration given to size, complexity, duration, and degree of risk involved in the work. Profit is in the range of six to 15 percent of the total direct and indirect costs.

9. A qualified Local Agency employee shall be responsible and in charge of the Work to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of the contract. At the end of Work, the Local Agency prepares a performance evaluation (a CDOT form is available) on the consultant.

CRS §§24-30-1401 THROUGH 24-30-1408, 23 CFR PART 172, AND P.D. 400.1, PROVIDE ADDITIONAL DETAILS FOR COMPLYING WITH THE PRECEEDING EIGHT (8) STEPS.

EXHIBIT I

FEDERAL-AID CONTRACT PROVISIONS FOR CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety; Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design- build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension/debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60- 1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. **Training and Promotion:**

The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

a. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

b. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

c. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higherpaying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.

The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt.

Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA- 1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account, assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements.

It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (i) That the payroll for the payroll period contains the information required to be provided under §5.5(a)(3)
- (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices.

Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity.

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S.DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. **Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and

7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below.

The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause or default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph(a)(2) of this certification; and

- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT J

ADDITIONAL FEDERAL REQUIREMENTS

Federal laws and regulations that may be applicable to the Work include:

Executive Order 11246

Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (All construction contracts awarded in excess of \$10,000 by the Local Agencies and their contractors or the Local Agencies).

Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and sub-Agreements for construction or repair).

Davis-Bacon Act

The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) (Construction contracts in excess of \$2,000 awarded by the Local Agencies and the Local Agencies when required by Federal Agreement program legislation. This act requires that all laborers and mechanics employed by contractors or sub-contractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor).

Contract Work Hours and Safety Standards Act

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by the Local Agency's in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).

Clear Air Act

Standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and sub-Agreements of amounts in excess of \$100,000).

Energy Policy and Conservation Act

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

OMB Circulars

Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable.

Hatch Act

The Hatch Act (5 USC 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.

Nondiscrimination

The Local Agency shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color national origin, sex, age or disability. Prior to the receipt of any Federal financial assistance from CDOT, the Local Agency shall execute the attached Standard DOT Title VI assurance. As appropriate, the Local Agency shall include Appendix A, B, or C to the Standard DOT Title VI assurance in any contract utilizing federal funds, land or other aid. The Local Agency shall also include the following in all contract advertisements:

The [Local Agency], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (79 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, DBEs will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for any award.

ADA

In any contract utilizing federal funds, land, or other federal aid, the Local Agency shall require the federal-aid recipient or contractor to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.

Uniform Relocation Assistance and Real Property Acquisition Policies Act

The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91-646, as amended and Public Law 100-17, 101 Stat. 246-256). (If the contractor is acquiring real property and displacing households or businesses in the performance of the Agreement).

Drug-Free Workplace Act

The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.).

Age Discrimination Act of 1975

The Age Discrimination Act of 1975, 42 U.S.C. Sections 6101 et seq. and its implementing regulation, 45 C.F.R. Part 91; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84.

23 C.F.R. Part 172

23 C.F.R. Part 172, concerning "Administration of Engineering and Design Related Contracts".

23 C.F.R Part 633

23 C.F.R Part 633, concerning "Required Contract Provisions for Federal-Aid Construction Contracts".

23 C.F.R. Part 635

23 C.F.R. Part 635, concerning "Construction and Maintenance Provisions".

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973. The requirements for which are shown in the Nondiscrimination Provisions, which are attached hereto and made a part hereof.

Nondiscrimination Provisions:

In compliance with Title VI of the Civil Rights Act of 1964 and with Section 162(a) of the Federal Aid Highway Act of 1973, the Contractor, for itself, its assignees and successors in interest, agree as follows:

i. Compliance with Regulations

The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

ii. Nondiscrimination

The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, mental or physical handicap or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix C of the Regulations.

iii. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, mental or physical handicap or national origin.

iv. Information and Reports

The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State, or the FHWA as appropriate and shall set forth what efforts have been made to obtain the information.

v. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the State shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: **a.** Withholding of payments to the Contractor under the contract until the Contractor complies, and/or **b.** Cancellation, termination or suspension of the contract, in whole or in part.

Incorporation of Provisions §22

The Contractor will include the provisions of this Exhibit J in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interest of the State and in addition, the Contractor may request the FHWA to enter into such litigation to protect the interests of the United States.

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SAMPLE

The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination

Assurances for Local Agencies

DOT Order No. 1050.2A

The [Local Agency] (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Colorado Department of Transportation and the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and Federal Aviation Administration (FAA), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, "for which the Recipient receives Federal financial assistance from DOT, including the FHWA, FTA, or FAA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non- discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FHWA, FTA, and FAA assisted programs:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all FHWA, FTA and FAA programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
3. "The [Local Agency] in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity

4. to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
5. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
6. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
7. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
8. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
9. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
10. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
11. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
12. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the [Local Agency] also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA, FTA, and FAA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by CDOT, FHWA, FTA, or FAA. You must keep records, reports, and submit the material for review

upon request to CDOT, FHWA, FTA, or FAA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

[Local Agency] gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FHWA, FTA, and FAA. This ASSURANCE is binding on [Local Agency], other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FHWA, FTA, and FAA funded programs. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

(Name of Recipient)

by _____
(Signature of Authorized Official)

DATED _____

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, FHWA, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the [Local Agency], CDOT or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the [Local Agency], CDOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the [Local Agency] will impose such contract sanctions as it, CDOT or FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the [Local Agency], CDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the [Local Agency] will accept title to the lands and maintain the project constructed thereon in accordance with (*Name of Appropriate Legislative Authority*), the Regulations for the Administration of (*Name of Appropriate Program*), and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the [Local Agency] all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto [Local Agency] and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the [Local Agency] its successors and assigns.

The [Local Agency], in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the [Local Agency] will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the [Local Agency] pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. *
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the [Local Agency] will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the [Local Agency] and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by [Local Agency] pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non- discrimination covenants, [Local Agency] will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. *
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will there upon revert to and vest in and become the absolute property of [Local Agency] of Transportation and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

EXHIBIT K
FFATA SUPPLEMENTAL FEDERAL PROVISIONS

State of Colorado
Supplemental Provisions for
Federally Funded Contracts, Grants, and Purchase Orders
Subject to
The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As Amended
Revised as of 3-20-13

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

1. Definitions. For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.

1.1. "Award" means an award of Federal financial assistance that a non-Federal Entity receives or administers in the form of:

- 1.1.1.** Grants;
- 1.1.2.** Contracts;
- 1.1.3.** Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
- 1.1.4.** Loans;
- 1.1.5.** Loan Guarantees;
- 1.1.6.** Subsidies;
- 1.1.7.** Insurance;
- 1.1.8.** Food commodities;
- 1.1.9.** Direct appropriations;
- 1.1.10.** Assessed and voluntary contributions; and
- 1.1.11.** Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

Award **does not** include:

- 1.1.12.** Technical assistance, which provides services in lieu of money;
- 1.1.13.** A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
- 1.1.14.** Any award classified for security purposes; or
- 1.1.15.** Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

1.2. "Contract" means the contract to which these Supplemental Provisions are attached and includes all Award types in §1.1.1 through 1.1.11 above.

1.3. "Contractor" means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

1.4. "Data Universal Numbering System (DUNS) Number" means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: <http://fedgov.dnb.com/webform>.

1.5. "Entity" means all of the following as defined at 2 CFR part 25, subpart C;

- 1.5.1.** A governmental organization, which is a State, local government, or Indian Tribe;
- 1.5.2.** A foreign public entity;
- 1.5.3.** A domestic or foreign non-profit organization;

- 1.5.4. A domestic or foreign for-profit organization; and
- 1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.6. **“Executive”** means an officer, managing partner or any other employee in a management position.
- 1.7. **“Federal Award Identification Number (FAIN)”** means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.8. **“FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109- 282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 1.9. **“Prime Recipient”** means a Colorado State agency or institution of higher education that receives an Award.
- 1.10. **“Subaward”** means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient’s support in the performance of all or any portion of the substantive project or program for which the Award was granted.
- 1.11. **“Subrecipient”** means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee.
- 1.12. **“Subrecipient Parent DUNS Number”** means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 1.13. **“Supplemental Provisions”** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.
- 1.14. **“System for Award Management (SAM)”** means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 1.15. **“Total Compensation”** means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following:
- 1.15.1. Salary and bonus;
 - 1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 1.15.4. Change in present value of defined benefit and actuarial pension plans;
 - 1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 1.16. **“Transparency Act”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
- 1.17 **“Vendor”** means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. **Compliance.** Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
3. **System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.**
 - 3.1. **SAM.** Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
 - 3.2. **DUNS.** Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.
4. **Total Compensation.** Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 4.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and
 - 4.2. In the preceding fiscal year, Contractor received:
 - 4.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 4.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 4.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.
5. **Reporting.** Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in §2 above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at <http://www.colorado.gov/dpa/dfp/sco/FFATA.htm>.
6. **Effective Date and Dollar Threshold for Reporting.** The effective date of these Supplemental Provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
7. **Subrecipient Reporting Requirements.** If Contractor is a Subrecipient, Contractor shall report as set forth below.

7.1 To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

7.1.1 Subrecipient DUNS Number;

7.1.2 Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;

7.1.3 Subrecipient Parent DUNS Number;

7.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

7.1.5 Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

7.1.6 Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.

7.2 To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:

7.2.1 Subrecipient's DUNS Number as registered in **SAM**.

7.2.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. Exemptions.

8.1. These Supplemental Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

8.2 A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

8.3 Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.

8.4 There are no Transparency Act reporting requirements for Vendors.

Event of Default. Failure to comply with these Supplemental Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

EXHIBIT L

SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT

	CDOT SUBRECIPIENT RISK ASSESSMENT	Date:		
Name of Entity (Subrecipient):				
Name of Project / Program:				
Estimated Award Period:				
Entity Executive Director or VP:				
Entity Chief Financial Officer:				
Entity Representative for this Self Assessment:				
Instructions: (See "Instructions" tab for more information) 1. Check only one box for each question. All questions are required to be answered. 2. Utilize the "Comment" section below the last question for additional responses. 3. When complete, check the box at the bottom of the form to authorize.				
		Yes	No	N/A
EXPERIENCE ASSESSMENT				
		Yes	No	N/A
1 Is your entity new to operating or managing federal funds (has not done so within the past three years)?		☐	☐	
2 Is this funding program new for your entity (managed for less than three years)? <i>Examples of funding programs include CMAQ, TAP, STP-M, etc.</i>		☐	☐	
3 Does your staff assigned to the program have at least three full years of experience with this federal program?		☐	☐	
MONITORING/AUDIT ASSESSMENT				
		Yes	No	N/A
4 Has your entity had an on-site project or grant review from an external entity (e.g., CDOT, FHWA) within the last three years?		☐	☐	☐
5 a) Were there non-compliance issues in this prior review?		☐	☐	☐
b) What were the number and extent of issues in prior review?		☐ 1 to 2	☐ >3	☐
OPERATION ASSESSMENT				
		Yes	No	N/A
6 Does your entity have a time and effort reporting system in place to account for 100% of all employees' time, that can provide a breakdown of the actual time spent on each funded project? <i>If No, in the comment section please explain how you intend to document 100% of hours worked by employees and breakdown of time spent on each funding project.</i>		☐	☐	
FINANCIAL ASSESSMENT				
		Yes	No	N/A
7 a) Does your entity have an indirect cost rate that is approved and current?		☐	☐	
b) If Yes, who approved the rate, and what date was it approved?				
8 Is this grant/award 10% or more of your entity's overall funding?		☐ >10%	☐ <10%	
9 Has your entity returned lapsed* funds? <i>*Funds "lapse" when they are no longer available for obligation.</i>		☐	☐	☐
10 Has your entity had difficulty meeting local match requirements in the last three years?		☐	☐	☐
11 What is the total federal funding your entity has been awarded for the last federal fiscal year, and what is your entity's fiscal year end?				

INTERNAL CONTROLS ASSESSMENT		Yes	No	N/A
12	Has your entity had any significant changes in key personnel or accounting system(s) in the last year? (e.g., Controller, Exec Director, Program Mgr, Accounting Mgr, etc.) If Yes, in the comment section, please identify the accounting system(s), and / or list personnel positions and identify any that are vacant.	☐	☐	☐
13	Does your entity have financial procedures and controls in place to accommodate a federal-aid project?	☐	☐	
14	Does your accounting system identify the receipts and expenditures of program funds separately for each award?	☐	☐	
15	Will your accounting system provide for the recording of expenditures for each award by the budget cost categories shown in the approved budget?	☐	☐	
16	Does your agency have a review process for all expenditures that will ensure that all costs are reasonable, allowable and allocated correctly to each funding source? If Yes, in the comment section, please explain your current process for reviewing costs.	☐	☐	☐
17	How many total FTE perform accounting functions within your organization?	☐ ≥ 6	☐ 2 to 5	☐ < 2
IMPACT ASSESSMENT		Yes	No	N/A
18	For this upcoming federal award or in the immediate future, does your entity have any potential conflicts of interest* in accordance with applicable Federal awarding agency policy? If Yes, please disclose these conflicts in writing, along with supporting information, and submit with this form. (*Any practices, activities or relationships that reasonably appear to be in conflict with the full performance of the Subrecipient's obligations to the State.)	☐	☐	
19	For this award, has your entity disclosed to CDOT, in writing, violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award? Response options: YES = Check if have one or more violation(s) and have either disclosed previously to CDOT or as part of this form. In the comment section, list all violations with names of supporting documentation and submit with this form. NO = Check if have one or more violation(s) and have not disclosed previously or will not disclose as part of this form. Explain in the comment section. N/A = Check if have no violations.	☐	☐	☐
PROGRAM MANAGEMENT ASSESSMENT		Yes	No	N/A
20	Does your entity have a written process/procedure or certification statement approved by your governing board ensuring critical project personnel are capable of effectively managing Federal-aid projects? If Yes, please submit with this form.	☐	☐	☐
21	Does your entity have written procurement policies or certification statement for consultant selection approved by your governing board in compliance with 23 CFR 172*? If Yes, please submit with this form. (*The Brooks Act requires agencies to promote open competition by advertising, ranking, selecting, and negotiating contracts based on demonstrated competence and qualifications, at a fair and reasonable price.)	☐	☐	☐
22	a) Is your staff familiar with the relevant CDOT manuals and federal program requirements?	☐	☐	☐
	b) Does your entity have a written policy or a certification statement approved by your governing board assuring federal-aid projects will receive adequate inspections? If Yes, please submit with this form.	☐	☐	☐
	c) Does your entity have a written process or a certification statement approved by your governing board assuring a contractor's work will be completed in conformance with approved plans and specifications? If Yes, please submit with this form.	☐	☐	☐

d) Does your entity have a written policy or certification statement approved by your governing board assuring that materials installed on the projects are sampled and tested per approved processes. <i>If Yes, please submit with this form.</i>	☐	☐	☐
e) Does your entity have a written policy or certification statement approved by your governing board assuring that only US manufactured steel will be incorporated into the project (<i>Buy America requirements</i>)? <i>If Yes, please submit with this form.</i>	☐	☐	☐
Comments - As needed, include the question number and provide comments related to the above questions. Insert additional rows as needed.			
☐ By checking this box, the Executive Director, VP or Chief Financial Officer of this entity certifies that all information provided on this form is true and correct.  Tool Version: v2.0 (081816)			

**EXHIBIT M - OMB Uniform Guidance for Federal
Awards Subject to
The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit
Requirements for Federal Awards (“Uniform Guidance”),
Federal Register, Vol. 78, No. 248, 78590**

The agreement to which these Uniform Guidance Supplemental Provisions are attached has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the agreement or any attachments or exhibits incorporated into and made a part of the agreement, the provisions of these Uniform Guidance Supplemental Provisions shall control. In the event of a conflict between the provisions of these Supplemental Provisions and the FFATA Supplemental Provisions, the FFATA Supplemental Provisions shall control.

- 9. Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.
- 9.1. “Award”** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise. 2 CFR §200.38
 - 9.2. “Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
 - 9.3. “Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. 2CFR §200.37
 - 9.4. “FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
 - 9.5. “Grant” or “Grant Agreement”** means an agreement setting forth the terms and conditions of an Award. The term does not include an agreement that provides only direct Federal cash assistance to an individual, a subsidy, a loan, a loan guarantee, insurance, or acquires property or services for the direct benefit of use of the Federal Awarding Agency or Recipient. 2 CFR §200.51.
 - 9.6. “OMB”** means the Executive Office of the President, Office of Management and Budget.
 - 9.7. “Recipient”** means a Colorado State department, agency or institution of higher education that receives a Federal Award from a Federal Awarding Agency to carry out an activity under a Federal program. The term does not include Subrecipients. 2 CFR §200.86
 - 9.8. “State”** means the State of Colorado, acting by and through its departments, agencies and institutions of higher education.
 - 9.9. “Subrecipient”** means a non-Federal entity receiving an Award from a Recipient to carry out part of a Federal program. The term does not include an individual who is a beneficiary of such program.
 - 9.10. “Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A- 133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
 - 9.11. “Uniform Guidance Supplemental Provisions”** means these Supplemental Provisions for Federal Awards subject to the OMB Uniform Guidance, as may be revised pursuant to ongoing guidance from relevant Federal agencies or the Colorado State Controller.
- 10. Compliance.** Subrecipient shall comply with all applicable provisions of the Uniform Guidance, including but not limited to these Uniform Guidance Supplemental Provisions. Any revisions to such provisions

automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

11. Procurement Standards.

- 3.1 Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.
- 3.2 Procurement of Recovered Materials.** If Subrecipient is a State Agency or an agency of a political subdivision of a state, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 4. Access to Records.** Subrecipient shall permit Recipient and auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass-through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).
- 5. Single Audit Requirements.** If Subrecipient expends \$750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
 - 5.1 Election.** Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
 - 5.2 Exemption.** If Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
 - 5.3 Subrecipient Compliance Responsibility.** Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Part F-Audit Requirements.
- 6. Contract Provisions for Subrecipient Contracts.** Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant Agreement.

- 6.1 Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

“During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

- 4.2 Davis-Bacon Act.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-

3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- 4.3 Rights to Inventions Made Under a Contract or Agreement.** If the Federal Award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 4.4 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 4.5 Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 4.6 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 7. Certifications.** Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR §200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.
- 1.8.Event of Default.** Failure to comply with these Uniform Guidance Supplemental Provisions shall constitute an event of default under the Grant Agreement (2 CFR §200.339) and the State may terminate the Grant upon 30

days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

9. **Effective Date.** The effective date of the Uniform Guidance is December 26, 2013. 2 CFR §200.110. The procurement standards set forth in Uniform Guidance §§200.317-200.326 are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in Uniform Guidance Subpart F-Audit Requirements are applicable to audits of fiscal years beginning on or after December 26, 2014.

10. **Performance Measurement**

The Uniform Guidance requires completion of OMB-approved standard information collection forms (the PPR). The form focuses on outcomes, as related to the Federal Award Performance Goals that awarding Federal agencies are required to detail in the Awards.

Section 200.301 provides guidance to Federal agencies to measure performance in a way that will help the Federal awarding agency and other non-Federal entities to improve program outcomes.

The Federal awarding agency is required to provide recipients with clear performance goals, indicators, and milestones (200.210). Also, must require the recipient to relate financial data to performance accomplishments of the Federal award.



REPORT FROM CITY COUNCIL

AGENDA ITEM
12.A.

DATE: March 15, 2021

SUBJECT: Council Committee Reports

Report in Brief

City Council members are appointed to various committees and boards as set out on the attached listing. As meetings are held, individual council members will report back to the full City Council any relevant discussions and issues that occurred.

Prepared by:

Janet Newman, Administrative Specialist

Reviewed by:

Approved by:

Enclosure, exhibits & attachments required to support the report

Council Member	Committee
Marc Williams	Arvada Urban Renewal Authority E-470 Authority (alternate) Jefferson Parkway Public Highway Authority Northwest Parkway Authority (Associate Member) (alternate) Urban Drainage and Flood Control District West Connect Coalition *Metro Mayors Caucus
Dot Miller	Adams County Economic Development Association Arvada Municipal Court/Judicial Committee CML Policy Committee Jefferson County Community Corrections Board (alternate) Smart City Advisory Committee
Bob Fifer	Apex Coordinating Committee Arvada Fire Protection District Coordinating Committee Arvada Transportation Committee Denver Regional Council of Governments Jefferson County R-1 Schools Coordinating Committee Jeffco Transportation Action & Advisory Group (JEFFTAAG) Smart City Advisory Committee
Nancy Ford	Arvada Center for the Arts and Humanities Arvada Sustainability Advisory Committee Arvada Visitors Center Committee (alternate) Rocky Flats Stewardship Council
David Jones	E-470 Authority (alternate) Jefferson County Community Corrections Board Jefferson County R-1 Schools Coordinating Committee Jefferson Economic Development Council (JEDC) Jefferson Parkway Public Highway Authority Northwest Parkway Authority (Associate Member) (alternate) West Connect Coalition (alternate)
John Marriott	Adams County Economic Development Association (alternate) Apex Coordinating Committee Arvada Audit Committee Arvada Economic Development Association Board Arvada Municipal Court/Judicial Committee CML Policy Committee Denver Regional Council of Governments (alternate) Jeffco Transportation Action & Advisory Group (JEFFTAAG) (alternate) Olde Town Business Improvement (BID) District Rocky Mountain Metropolitan Airport Community Noise Roundtable
Lauren Simpson	Arvada Audit Committee Arvada Fire Protection District Coordinating Committee Arvada Visitors Center Committee Smart City Advisory Committee

*Asterisked committees are not appointed by Council



REPORT TO CITY COUNCIL

AGENDA ITEM
13.A.

TO: THE HONORABLE CITY COUNCIL

DATE: March 15, 2021

SUBJECT: Review of Future Workshops and Presentations

Report in Brief

The City Manager's Office maintains a list of upcoming workshops and presentations to be scheduled for City Council meetings. During City Manager Reports, at the end of City Council business meetings, City Manager, Mark Deven, will review with City Council the tentative schedule and make any adjustments necessary.

Prepared by:

Janet Newman, Administrative Specialist

Reviewed by:

Approved by:

Rachel Morris, City Attorney 3/3/2021

Lorie Gillis, Deputy City Manager 3/4/2021

Mark Deven, City Manager 3/4/2021

Enclosure, exhibits & attachments required to support the report

2021 CITY COUNCIL WORKSHOPS, PRESENTATIONS AND RETREATS (TENTATIVE)

WORKSHOPS	Date	Lead
Olde Town Street Closures As a result of the 2020 COVID-19 pandemic many businesses, and restaurants in particular, needed to look for ways to increase their seating capacity outside. In May, 2020 the City Team began working on a plan that closed several streets in Olde Town, for what was intended to be a temporary period of time. The closure in Olde Town started on June 12th and was originally stated to end on Labor Day. As the pandemic continued, the need to continue the Olde Town street closures was identified. The current deadline for the extension of the closure in Olde Town is March 31, 2021. Feedback from the closures has been largely positive and requests have come from the BID and community in general to continue the closures past the pandemic. The original setup of the closures was done with temporary barriers. If the closures are to continue, improvements need to be made to enhance the look of the closures. The plans being presented tonight will consider a "semi-permanent" design which does not make any significant changes to the overall public infrastructure of Olde Town, but enhances the closures in order to integrate the look of the closures into the historic district. Should the City Council want to see this closure happen on a more permanent basis, more work would need to be done from a public safety, fire protection, infrastructure, and community outreach perspective. That work would be done while the streets were closed with the "semi-permanent" configuration. Next Step: Receive feedback from the City Council on the layout, design, and duration of the proposed closures. Discuss with City Council their thoughts related to moving toward a permanent closure of streets in Olde Town.	March 8	CED
Waste Hauling Update	March 8	CMO
Housing Strategies – 45 minutes	March 22	VCN
2020 - 2025 City Council Strategic Plan Year End Summary	March 22	CMO
ADA Presentation Kim Vagher, the City's ADA coordinator, along with representatives from Meeting the Challenge. The City contracted with Meeting the Challenge to perform the data gathering and developing the transition plans. During this workshop, the team will present to the Council the information from the assessment and transition plan work completed by Meeting the Challenge and the team will be looking for feedback from the Council about moving forward with the transition plan. Next Steps: The team will take the feedback from the Council and incorporate the feedback into the transition process.	April 12	PW
Waste Hauling Update (tentative)	April 12	CMO
Bond Project Update – 45 Minutes (keep the rest of the agenda light) The engineering team will provide the Council with an update as to the progress of the two bond projects: Ralston Road Phase 2 and West 72nd Ave/UPRR underpass. The team will present information to the Council regarding our current status, the projected schedule, and the status regarding the work with the Union Pacific. The team will also discuss public outreach and the communication plan. Next Steps: The engineering team will continue to move forward with both bond projects and address any council concerns.	April 26	PW
Tobacco and Vaping	April 26	CMO
Metro Districts – 45 minutes Metro districts and their use of financing to fund public infrastructure has been a hot button topic over the past several years. With the use of metro districts increasing in and around Arvada, it is important to insure that the City's foundational documents related to Metro Districts reflect both the current best practices related to the use of Metro Districts and that the Ordinance and model service plan reflects the City Council's vision for what the City's documents should contain before the City considers new metro districts in Arvada.	May 10	CED

During this workshop we will discuss an updated draft to the City's metro district ordinance and model service plan and seek feedback as to the documents proposed content.		
Next Steps: Based on City Council feedback, update the proposed metro district ordinance and model service plan and bring forward to City Council for a public hearing for adoption.		
Waste Hauling Update	May 10	
Americans with Disabilities Act Self-Evaluation and Transition Plan (No other workshops)	May 24	PW
	June 14	
	July 12	
	July 26	
	Aug 9	
	Aug 23	
	Sept 27	
	Oct 11	
Communications Update	Oct 25	CMO
	Nov 22	
	Dec 13	
Meyers Pool	TBD	CMO
City Marketing Plan	TBD	CMO
Traffic Violation Fee	TBD	PW
Financial Scenarios for Street Maintenance Deficit/Options for Increasing Maintenance Funds Engage City Council in a discussion around the current street maintenance needs and how the City might fund them. This will include revenue enhancements, future allocations and expenditure realignments.	TBD	PW/Fin/ CMO
Fiber Master Plan The Fiber Master Plan which is also called Arvada Fiber Optic Network (AFON), was first presented to City Council 4/10/2017. City Councils had set a strategic goal to build a fiber network to enable high speed/real-time connectivity to city facilities and assets in order to enhance city operations. This workshop is intended to brief City Council as to the progress of the AFON build out. Updates are intended to cover conduit installation progress, fiber installation progress, current collocate opportunities, IGA member updates, and connections to current assets (city buildings, traffic, signals, utilities, radio, etc.).	TBD	PW
Community Survey Update The purpose of this item is to continue a discussion with Council about the Community Survey results and what the City team is doing to apply what is learned. Discussion will include an update on action plans targeting key drivers of the City's 5-star rating as well as how Worksystems are targeting specific measures.	TBD	CMO
Problem Properties	TBD	P.D.
Water Storage – Plan B (include with master plan presentation)	TBD	Utilities
Activation of Historical Assets	TBD	VCN
N.W. Arvada	TBD	CED
Body Worn Cameras	TBD	PD
Customer Service Philosophy	TBD	CMO
Ask Arvada Update	TBD	CMO
Diversity and Equity Committee	TBD	CMO

COUNCIL JOINT MEETINGS/DINNERS:		
Denver Water Board Apex Board AURA Board Arvada Center Board—Per Coop Agreement - Annually after October 1 of each year Jefferson Parkway Meeting with Jeffco and Broomfield Council Annual Retreat		