



# City of Arvada

## City Council Agenda

JANUARY 25, 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**

### 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 Simpson
3. Roll Call of Councilmembers
4. Approval of Minutes
  - A. January 11, 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. R21-013 A Resolution Authorizing an Agreement Between the City of Arvada and HPM, Inc. for On-Call Development Infrastructure Warranty Repairs Services
    2. R21-014 A Resolution Authorizing an Agreement Between the City of Arvada and C & L Water Solutions, Inc. for On-Call Development Infrastructure Warranty Repairs Services
    3. R21-015 A Resolution Authorizing an Agreement Between the City of Arvada and Diamond Contracting Corp. for On-Call Development Infrastructure Warranty Repairs Services



4. R21-016 A Resolution Authorizing an Agreement Between the City of Arvada and EDGE Contracting, Inc. for On-Call Development Infrastructure Warranty Repairs Services
5. R21-017 A Resolution Authorizing an Agreement Between the City of Arvada and R & D Pipeline Construction, Incorporated for On-Call Development Infrastructure Warranty Repairs Services
6. R21-018 A Resolution Authorizing an Agreement Between the City of Arvada and Brannan Construction Company for On-Call Development Infrastructure Warranty Repairs Services
7. R21-019 A Resolution Authorizing Change Order No. 2 and Change Order No. 3 to an Agreement By and Between the City of Arvada and Muller Engineering Company, Inc. in the Amount of \$1,231,117.00 for Professional Services Relating to Engineering Design Services for West 72nd Avenue Between Kipling Street and Simms Street, Project No. 18-ST-30
8. R21-020 A Resolution Authorizing a Small Cell Facilities Master License Agreement By and Between the City of Arvada and SQF, LLC
9. R21-021 A Resolution Authorizing an Agreement Between the City of Arvada and Faris Machinery Company for Services Relating to the Purchase of Two (2) CCTV Inspection Vans for Wastewater in an Amount Not to Exceed \$386,794.00
10. R21-022 A Resolution Authorizing the Issuance of a Purchase Order in the Amount of \$400,000.00 to SaltWorx LLC for the Purchase of Salt Material in 2021
11. R21-023 A Resolution Authorizing the Issuance of a Purchase Order in the Amount of \$400,000.00 to Central Salt, LLC for the Purchase of Salt Material in 2021
12. R21-024 A Resolution Authorizing the Issuance of a Purchase Order in the Amount of \$200,000.00 to GMCO Corporation for the Purchase of Liquid De-Icer Material in 2021

B. Resolutions

1. R21-025 A Resolution Regarding the Triennial Determination for the Continuation of The Rocky Flats Stewardship Council (February 2021-2024)
2. R21-026 A Resolution Authorizing an Agreement By and Between the City of Arvada and PeaceJam Foundation for the Use of Property Known as the Allen House and Located at 11200 West 64th Avenue
3. R21-027 A Resolution Authorizing an Agreement By and Between the City of Arvada and the Arvada Chamber of Commerce for the Lease of the Building at 7305 Grandview Avenue in Arvada
4. R21-028 A Resolution Authorizing a Ninth 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) - None

9. Other - None

10. Public Hearings - 6:15 PM

- A. CB21-001 An Ordinance Repealing and Reenacting Article II, Contractors, Etc., of Chapter 78, Public Improvements, of the Arvada City Code (Ordinance No. 4749)
  1. R21-029 A Resolution Adopting the Amended Fee Schedule for Rights-of-Way Work Permits and Services Pursuant to Chapter 78, Public Improvements, of the Arvada City Code
- B. CB21-002 An Ordinance Authorizing the First Amendment to the 2021 Operating and Capital Budget in the Amount of \$950,000.00 and Authorizing the First Amendment to the Intergovernmental Agreement By and Between the State of Colorado Acting By and Through the Department of Transportation and the City of Arvada Pertaining to the Signal Replacements at West 58th Avenue & Independence Street and West 86th Parkway & Kipling Street, Project No. 18-TC-03 (CDOT Project No. SHE M040-033 (SA22275)) (Ordinance No. 4750)
- C. CB21-003 An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2020

(Ordinance No. 4751)

- D. CB21-005 An Ordinance Amending and Adding Certain Sections of Chapter 70, Personnel Rules, of the Arvada City Code (Ordinance No. 4752)
- E. Conditional Use Permit for Olde Town Residences, Generally Located at 7267 W 56th Avenue (Item continued from December 7, 2020)

- 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 JANUARY 11, 2021**

### **1. Executive Session – Third Floor Conference Room – 4:30 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) Relating to Conditional Use Application Process Under the New Land Development Code
- B. Legal Advice and Personnel Matter, Pursuant to CRS 24-6-402(4)(b) and (f) Relating to the Contract for Judge Kurtz
- C. Legal Advice, Pursuant to CRS 24-6-402(4)(b) Relating to Equity Pay Analysis

Councilmember Simpson moved to go into Executive Session for Legal Advice, Pursuant to CRS 24-6-402(4)(b) Relating to Conditional Use Application Process Under the New Land Development Code; Legal Advice and Personnel Matter, Pursuant to CRS 24-6-402(4)(b) and (f) Relating to the Contract for Judge Kurtz; Legal Advice, Pursuant to CRS 24-6-402(4)(b) Relating to Equity Pay Analysis.

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 were: Mark Deven, City Manager; Lorie Gillis, Deputy City Manager; Rachel Morris, City Attorney; Bryan Archer, Director of Finance; Ryan Stachelski, Director of Community and Economic Development; Ben Irwin, Communications Manager and Kristen Rush, City Clerk.

4. Approval of Minutes of the December 7, 2020, City Council Meeting

The minutes stand approved.

5. Swearing In Ceremony for Presiding Municipal Judge

Mayor Williams administered the Oath of Office to newly appointed Municipal Court Judge Kathryn Kurtz. Judge Kurtz's family was present for the swearing-in ceremony.

6. Presentations

A. Michael McMahon, Arvada Parks Advisory Committee Member, presented the end of year report.

7. Public Comment - none

8. New Business

A. Consent Agenda

1. R21-001 A Resolution Authorizing a Third Addendum to Software License, Implementation and Support and Maintenance Agreement By and Between the City of Arvada and Advanced Utility Systems Corporation a Division of N. Harris Computer Corporation for Software Upgrade and Services in an Amount Not to Exceed \$52,500.00
2. R21-002 A Resolution Designating a Public Place for the Posting of Notice of Meetings for All Boards, Commissions, and Committees of the City Council of the City of Arvada for the Year 2021
3. R21-003 A Resolution Approving a Loan Agreement Between the City of Arvada Utilities Department, by and through the Water Fund and the City of Arvada Utilities Department, by and through the Solid Waste Fund
4. R21-004 A Resolution Authorizing an Agreement between the City of Arvada and Schaefer Systems International, Inc. for Waste and Recycling Carts and Associated Services in an Amount Not to Exceed \$2,600,000.00 in the First Year
5. R21-005 A Resolution Authorizing an Agreement between the City of Arvada and FirstBank for Provision of Loans Through the Essential Home Repairs Program
6. R21-006 A Resolution Authorizing Change Order No. 1 to an Agreement by and between the City of Arvada and Iron Woman Construction and Environmental Services, LLC in the Amount of \$1,600,000.00 for the Ralston Trunk Sewer Replacement – Independence St. to Simms St. Project, Project No. 17-SR-06
7. R21-007 A Resolution Authorizing the Issuance of a Purchase Order in the Amount of \$365,125 to M-B Companies, Inc. for the Purchase of a Paint Truck
8. R21-008 A Resolution Authorizing an Employment Agreement by and between the City of Arvada and Kathryn C. Kurtz as Presiding Municipal Court Judge

Councilmember Marriott moved to remove item 8.A.8. from the agenda and vote on it separately.

The following votes were cast on the Motion:

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

The Motion was Approved

Councilmember Marriott moved that R21-001, A Resolution Authorizing a Third Addendum to Software License, Implementation and Support and Maintenance Agreement By and Between the City of Arvada and Advanced Utility Systems Corporation a Division of N. Harris Computer Corporation for Software Upgrade and Services in an Amount Not to Exceed \$52,500.00; R21-002, A Resolution Designating a Public Place for the Posting of Notice of Meetings for All Boards, Commissions, and Committees of the City Council of the City of Arvada for the Year 2021; R21-003, A Resolution Approving a Loan Agreement Between the City of Arvada Utilities Department, by and through the Water Fund and the City of Arvada Utilities Department, by and through the Solid Waste Fund; R21-004, A Resolution Authorizing an Agreement between the City of Arvada and Schaefer Systems International, Inc. for Waste and Recycling Carts and Associated Services in an Amount Not to Exceed \$2,600,000.00 in the First Year; R21-005, A Resolution Authorizing an Agreement between the City of Arvada and FirstBank for Provision of Loans Through the Essential Home Repairs Program; R21-006, A Resolution Authorizing Change Order No. 1 to an Agreement by and between the City of Arvada and Iron Woman Construction and Environmental Services, LLC in the Amount of \$1,600,000.00 for the Ralston Trunk Sewer Replacement – Independence St. to Simms St. Project, Project No. 17-SR-06; R21-007, A Resolution Authorizing the Issuance of a Purchase Order in the Amount of \$365,125 to M-B Companies, Inc. for the Purchase of a Paint Truck, be approved.

The following votes were cast on the Motion

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

The Motion was Approved

8.        R21-008        A Resolution Authorizing an Employment Agreement by and between the City of Arvada and Kathryn C. Kurtz as Presiding Municipal Court Judge

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

Councilmember Marriott moved that R21-008, A Resolution Authorizing an Employment Agreement by and between the City of Arvada and Kathryn C. Kurtz as Presiding Municipal Court Judge, with the amendment to Section 9.6 to read, Employee agrees to establish residence in the City within nine month from her first date of work as the Presiding Municipal Judge for the City.

The following votes were cast on the Motion:

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

The Motion was Approved

B.        Resolutions

1.        R21-009        A Resolution Authorizing the Adoption of the Naming and Renaming of Public Spaces and Facilities Policy

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

Councilmember Marriott moved that R21-009, A Resolution Authorizing the Adoption of the Naming and Renaming of Public Spaces and Facilities Policy, be approved.

The following votes were cast on the Motion

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

The Motion was Approved

2. R21-010 A Resolution Establishing and Appointing Members to the 2021 Arvada Charter Review Committee

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

Councilmember Jones moved that R21-010, A Resolution Establishing and Appointing Members to the 2021 Arvada Charter Review Committee, be approved.

The following votes were cast on the Motion

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

The Motion was Approved

3. R21-011 A Resolution Authorizing the Submission by the City of Arvada of a Local Trails Partnership Program Application From Jefferson County Open Space for the Standley Lake Library Trailhead of the Rocky Mountain Greenway Trail Project

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

Councilmember Fifer moved that R21-011, A Resolution Authorizing the Submission by the City of Arvada of a Local Trails Partnership Program Application From Jefferson County Open Space for the Standley Lake Library Trailhead of the Rocky Mountain Greenway Trail Project, be approved.

The following votes were cast on the Motion

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

The Motion was Approved

C. Ordinances (First Reading)

1. CB21-001 An Ordinance Repealing and Reenacting Article II, Contractors, Etc., of Chapter 78, Public Improvements, of the Arvada City Code (Public Hearing to be set for January 25, 2021 at 6:15 p.m.)
2. CB21-002 An Ordinance Authorizing the First Amendment to the 2021 Operating and Capital Budget in the Amount of \$950,000.00 and Authorizing the First Amendment to the Intergovernmental Agreement By and Between the State of Colorado Acting By and Through the Department of Transportation and the City of Arvada Pertaining to the Signal

Replacements at West 58th Avenue & Independence Street and West 86th Parkway & Kipling Street, Project No. 18-TC-03 (CDOT Project No. SHE M040-033 (SA22275)) (Public Hearing to be set for January 25, 2021 at 6:15 p.m.)

3. CB21-003 An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2020 (Public Hearing to be set for January 25, 2021 at 6:15 p.m.)
4. CB21-005 An Ordinance Amending and Adding Certain Sections of Chapter 70, Personnel Rules, of the Arvada City Code (Public Hearing to be set for January 25, 2021 at 6:15 p.m.)

Mayor Pro Tem Miller moved that CB21-001, An Ordinance Repealing and Reenacting Article II, Contractors, Etc., of Chapter 78, Public Improvements, of the Arvada City Code; CB21-002, An Ordinance Authorizing the First Amendment to the 2021 Operating and Capital Budget in the Amount of \$950,000.00 and Authorizing the First Amendment to the Intergovernmental Agreement By and Between the State of Colorado Acting By and Through the Department of Transportation and the City of Arvada Pertaining to the Signal Replacements at West 58th Avenue & Independence Street and West 86th Parkway & Kipling Street, Project No. 18-TC-03 (CDOT Project No. SHE M040-033 (SA22275)); CB21-003, An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2020; CB21-005, An Ordinance Amending and Adding Certain Sections of Chapter 70, Personnel Rules, of the Arvada City Code, be approved on first reading, ordered published in full and a Public Hearing set for January 25, 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. CB20-032 An Emergency Ordinance Adopting the Floodplain Map Dated November 20, 2020, as the Official Floodplain Map of the City of Arvada, Superseding That Dated November 15, 2019, and Further Adopting the Flood Insurance Study ("FIS") and the Flood Insurance Rate Maps ("FIRM") Prepared By the Federal Emergency Management Agency ("FEMA") (Ordinance No. 4748)

Mayor Williams opened the public hearing on CB20-032.

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

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

Councilmember Marriott moved that CB20-032, An Emergency Ordinance Adopting the Floodplain Map Dated November 20, 2020, as the Official Floodplain Map of the City of Arvada, Superseding That Dated November 15, 2019, and Further Adopting the Flood Insurance Study ("FIS") and the Flood Insurance Rate Maps ("FIRM") Prepared By the Federal Emergency Management Agency ("FEMA"), be approved on final reading, numbered 4748 and published in full.

The following votes were cast on the Motion

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

The Motion was Approved

- B. Substantial Amendment to the 2020 Community Development Block Grant Annual Action Plan
  - 1. R21-012 A Resolution Approving the Submission of a Substantial Amendment to the 2020 Annual Action Plan for the Community Development Block Grant (CDBG) Program to Allocate Additional CDBG Funds Made Available Through the Coronavirus Aid, Relief and Economic Security Act (CARES Act)

Mayor Williams opened the public hearing on the Substantial Amendment to the 2020 Community Development Block Grant Annual Action Plan and R21-012.

Mark Deven, City Manager, reviewed these two items with council.

Councilmember Fifer moved that R21-012, A Resolution Approving the Submission of a Substantial Amendment to the 2020 Annual Action Plan for the Community Development Block Grant (CDBG) Program to Allocate Additional CDBG Funds Made Available Through the Coronavirus Aid, Relief and Economic Security Act (CARES Act), be approved.

The following votes were cast on the Motion

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

The Motion was Approved

- 10. Workshop
  - A. E-mobility: Allowing Class I and Class II E-bikes and E-scooters on Arvada's Park and Open Space Trails

Adam Lind, Bicycle and Pedestrian Coordinator and Emily Sexton, Parks and Urban Design Manager, reviewed this item. Mr. Lind said the purpose of this workshop is to facilitate Council consideration of a policy change to either allow or prohibit electric scooters (e-scooter) and Class I and II electric bicycles (e-bikes) on Arvada's park and open space paved trails.

The City team has completed a study regarding the use of e-bikes and e-scooters and conducted an engagement process in order to receive input associated with the use of these devices on trails within City parks and open space areas. The first round of public engagement has been completed, which included in-person/online surveys and a public meeting to answer questions we received from survey input. Approximately 300 surveys were received.

As a result of this process, the City team recommends the development of a policy allowing Class I and Class II e-bikes and e-scooters on Arvada's park and open space trails. Future projects (etiquette campaign, speed limit signs, etc.) should be implemented in the future to keep trails safe and accessible to everyone. Feedback during the City Council Workshop will help City team refine the policy and prioritize future trail system improvements. The City team is working to reach a finalized policy change recommendation by the end of Q1 or beginning of Q2 2021 so that other city initiatives may be completed or refocused.

**Next Steps:** Public Meeting number two will be held to present results of public outreach and recommendations. The city team will coordinate with legal to bring back a draft policy for council to consider.



11. Public Comment - Five Minute Limit - none
12. City Council Reports - none
13. City Manager Reports - none
14. City Attorney Reports
  - A. Councilmember Marriott reported on the Metro Airport Roundtable monthly meeting.
  - B. Councilmember Marriott said that in light of the events in Washington D.C., he wanted to say that he is proud to serve with this council and encouraged state and federal entities to look at the local level to see how we do things here.
  - C. Councilmember Fifer reported on the recent DRCOG meeting and said that there should be more money coming for transportation projects.
  - D. Councilmember Simpson commended the Arvada Fire Chief for all of the department's work as well as their work on the vaccine roll out.
  - E. Councilmember Simpson said that Fire Station Number 3 will have a ground breaking ceremony on January 16.
  - F. Councilmember Ford thanked everyone that shopped the Fine Art Market.
  - G. Councilmember Ford said that she will have a virtual meet and greet on January 21.
  - H. Councilmembers discussed items they would like the charter review committee to consider.
15. Adjournment at 8:30 p.m.

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Marc Williams, Mayor

SEAL:

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Kristen R. Rush, City Clerk



## REPORT TO CITY COUNCIL

AGENDA ITEM  
8.A.

TO: THE HONORABLE CITY COUNCIL

DATE: January 25, 2021

SUBJECT: Consent Agenda

### **Report in Brief**

8.A.1. R21-013 A Resolution Authorizing an Agreement Between the City of Arvada and HPM, Inc. for On-Call Development Infrastructure Warranty Repairs Services

8.A.2. R21-014 A Resolution Authorizing an Agreement Between the City of Arvada and C & L Water Solutions, Inc. for On-Call Development Infrastructure Warranty Repairs Services

8.A.3. R21-015 A Resolution Authorizing an Agreement Between the City of Arvada and Diamond Contracting Corp. for On-Call Development Infrastructure Warranty Repairs Services

8.A.4. R21-016 A Resolution Authorizing an Agreement Between the City of Arvada and EDGE Contracting, Inc. for On-Call Development Infrastructure Warranty Repairs Services

8.A.5. R21-017 A Resolution Authorizing an Agreement Between the City of Arvada and R & D Pipeline Construction, Incorporated for On-Call Development Infrastructure Warranty Repairs Services

8.A.6. R21-018 A Resolution Authorizing an Agreement Between the City of Arvada and Brannan Construction Company for On-Call Development Infrastructure Warranty Repairs Services

8.A.7. R21-019 A Resolution Authorizing Change Order No. 2 and Change Order No. 3 to an Agreement By and Between the City of Arvada and Muller Engineering Company, Inc. in the Amount of \$1,231,117.00 for Professional Services Relating to Engineering Design Services for West 72nd Avenue Between Kipling Street and Simms Street, Project No. 18-ST-30

8.A.8. R21-020 A Resolution Authorizing a Small Cell Facilities Master License Agreement By and Between the City of Arvada and SQF, LLC

8.A.9. R21-021 A Resolution Authorizing an Agreement Between the City of Arvada and Faris Machinery Company for Services Relating to the Purchase of Two (2) CCTV Inspection Vans for Wastewater in an Amount Not to Exceed \$386,794.00

8.A.10. R21-022 A Resolution Authorizing the Issuance of a Purchase Order in the Amount of \$400,000.00 to SaltWorx LLC for the Purchase of Salt Material in 2021

8.A.11. R21-023 A Resolution Authorizing the Issuance of a Purchase Order in the Amount of \$400,000.00 to Central Salt, LLC for the Purchase of Salt Material in 2021

8.A.12. R21-024 A Resolution Authorizing the Issuance of a Purchase Order in the Amount of \$200,000.00 to GMCO Corporation for the Purchase of Liquid De-Icer Material in 2021

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: January 25, 2021

SUBJECT: R21-013 A Resolution Authorizing an Agreement Between the City of Arvada and HPM, Inc. for On-Call Development Infrastructure Warranty Repairs Services

### **Report in Brief**

As a continuation of our process improvement efforts surrounding development warranty and development escrow management, this on-call service contract is being proposed so if deficient infrastructure work is identified and a developer/contractor is unable or unwilling to complete needed repairs, the City can quickly procure and complete said repairs using development escrow funds as outlined in Article V, Sec. 78-298 of the Arvada City Code.

The Arvada team recommends that the City Council approve R21-013, A Resolution Authorizing an Agreement Between the City of Arvada and HPM, Inc. for On-Call Development Infrastructure Warranty Repairs Services.

### **Financial Impact**

No financial impacts are anticipated. The cost of services will be paid using Development Warranty Escrow funds provided by the Developer/Contractor.

### **Background**

The proposed series of agreements, including this agreement with HPM, Inc., provides options to quickly bid and contract for development infrastructure warranty repairs that are not completed by a developer/contractor in accordance with City Ordinances, rules, and policies. Earlier in 2020, changes to Article V, Sec. 78-298 of the Arvada City Code were approved by Council to establish an escrow amount of 100% of the cost of public improvements for developments to reduce the City's exposure in cases of deficient or incomplete development. It is expected that this change will encourage timely completion of infrastructure and reduce protracted repair timelines and delayed warranty start times as well. We expect contracting for warranty repairs with on-call firms will be infrequent but we want to be prepared if these services are required.

### **Discussion**

Implementation of the On-Call Development Infrastructure Warranty Repairs Services requires the engagement of one or more General Right-of-Way contractors that can complete public infrastructure warranty repairs as needed. In association with this requirement, the City conducted a solicitation through a Request of Qualifications (RFQ). HPM submitted a Statement of Qualifications that represented their experience, expertise and abilities to meet the requirements of the RFQ. The scope of work that would be required to implement On-Call Development Infrastructure Warranty Repairs includes excavation and sub-grade corrections, asphalt paving and patching, concrete curb, gutter, cross pans, and sidewalk repairs, park, trail and park infrastructure repairs, landscaping and other similar repairs commonly associated with public infrastructure that is provided within developments.

The Arvada team believes that Council approval of this resolution authorizing the agreement as described herein will support the City's responsibility to ensure the construction of high quality public infrastructure in a timely and responsive manner. Please note that there are six resolutions on the January 25 agenda which, if approved, will provide the City with six on call

service contracts. Engaging six separate contractors will provide the City with the capacity to address warranty issues in a timely manner and the diversity necessary to address the unique circumstances of a development project.

**Public Contact**

Posting of Council agenda.

**Commission Recommendation**

N/A.

**Strategic Alignment**

The recommended action supports the following Strategic Results within the Community and Economic Development and Infrastructure Priority Areas of the City Council Strategic Plan:

*95% of development approvals conform to the City's Comprehensive Plan.*

*The engineering standards and City code framework will be updated.*

**Alternative Courses of Action**

N/A

**Recommendation for Action**

The Arvada team recommends that the City Council approve R21-013, A Resolution Authorizing an Agreement Between the City of Arvada and HPM, Inc. for On-Call Development Infrastructure Warranty Repairs Services.

**Suggested Motion:**

I move that R21-013, A Resolution Authorizing an Agreement Between the City of Arvada and HPM, Inc. for On-Call Development Infrastructure Warranty Repairs Services, be (approved) (rejected).

Prepared by:

Josie Suk, Development Systems and Administrative Manager

Reviewed by:

Approved by:

|                                                                      |            |
|----------------------------------------------------------------------|------------|
| Josie Suk, Development Systems and Administrative Manager            | 12/10/2020 |
| Brita Van Horne, Deputy Director of Community & Economic Development | 12/21/2020 |
| Ryan Stachelski, Director of Community and Economic Development      | 12/22/2020 |
| Hannah Gregory, Legal Administrative Assistant                       | 12/22/2020 |
| Gail Walker, Legal Specialist-Contracts                              | 12/22/2020 |
| Emily Grogg, Senior Assistant City Attorney                          | 12/22/2020 |

**SUBJECT:** R21-013 A Resolution Authorizing an Agreement Between the City of Arvada and HPM, Inc. for On-Call Development Infrastructure Warranty Repairs Services

**PAGE:** 3  
**ITEM:** 8.A.1.

Rachel Morris, City Attorney

1/13/2021

Lorie Gillis, Deputy City Manager

1/13/2021

Mark Deven, City Manager

1/14/2021

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R21-013

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN  
THE CITY OF ARVADA AND HPM, INC. FOR ON-CALL  
DEVELOPMENT INFRASTRUCTURE WARRANTY REPAIRS  
SERVICES

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 HPM, Inc. for on-call development infrastructure warranty repairs services.

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

APPROVED AND ADOPTED this 25th day of January, 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  
HPM, INC. FOR ON-CALL DEVELOPMENT INFRASTRUCTURE  
WARRANTY REPAIRS SERVICES**

- 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 HPM, Inc. whose place of business is located at 9781 South Meridian Boulevard, Suite 120, Englewood, Colorado 80112 (“Contractor”).
- 2. RECITALS AND PURPOSE.**
  - 2.1. Arvada requires a qualified firm to provide on-call construction services for completing development infrastructure warranty repairs, including but not limited to excavation and subgrade corrections, asphalt paving and patching, concrete curb, gutter, cross pans, and sidewalks, water distribution system repairs, wastewater collection system repairs, stormwater management system repairs, park trail and park infrastructure repairs, landscaping, and other associated infrastructure repairs.
  - 2.2. Arvada will require these on-call services when warranty punch list items are not completed by the required developer or contractor permitted by Arvada. Pursuant to Arvada City Code Chapter 78, Public Improvements, Arvada has the right to complete or repair unfinished work using the security that is required for permits issued by Arvada.
  - 2.3. Due to the uncertainty of when or if these projects will arise and the wide variety of types of work that will be required to complete the warranty repairs, Arvada requires multiple contractors to be available on an as needed basis.
  - 2.4. On or about October 30, 2020, Arvada issued a Request For Qualifications for Development Infrastructure Warranty Repairs, RFQ-20-Development Infrastructure Warranty Repairs seeking proposals from qualified firms to provide professional services described in Sec. 2.1 (“the Work”).
  - 2.5. Contractor has extensive experience in providing on-call construction services with local agencies. On or about November 20, 2020, Contractor submitted its Response to Arvada’s RFQ (“Response”).
  - 2.6. 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.
  - 2.7. 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 RFQ-20- Development Infrastructure Warranty Repairs;  
and

Exhibit 2: Contractor's Response, including standard pricing.

All exhibits referred to in this Agreement are attached hereto and are, by reference, incorporated herein for all purposes. 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 Contractor's proposed project timeline in its Proposal, 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 **four** 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 RFQ, 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. If a project becomes necessary for Arvada to complete or repair, Arvada and Contractor shall agree to an amendment to this Agreement to set the specific project requirements and compensation. At the time of amendment, Contractor may be required to deliver a performance and payment bond, executed by a surety company authorized to do business in the state, in an amount equal to 100 percent of the price specified in the amendment. 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 Brita Van Horne as Arvada's Project Manager. Ms. Van Horne 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 Manager(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 RFQ requirements, and agrees to be bound by those terms and conditions with the following amendment:

12.1. Arvada's RFQ on page nine is amended in the paragraphs under number 20. Scope of Work will be defined and negotiated through an amendment to this Agreement and not as a Purchase Order as previously described in the RFQ. Signing authority and approval will be pursuant to Arvada's Purchasing ordinance. The rest of the unnumbered paragraphs on page 9 remain unchanged.

**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. PERFORMANCE MEASURES.** The Performance Measures for this Agreement shall be determined at the time that a project is awarded to Contractor and shall be included in the amendment.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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 \_\_\_\_\_, 20\_\_\_\_.

**CITY OF ARVADA**, a Colorado home rule  
municipal corporation

\_\_\_\_\_  
Marc Williams  
8101 Ralston Road  
Arvada, CO 80002

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: \_\_\_\_\_

**HPM, INC.**

---

Matt Adams, Vice President  
9781 South Meridian Boulevard, Suite 120  
Englewood, Colorado 80112

**EXHIBIT 1**  
**AN AGREEMENT BETWEEN THE CITY OF ARVADA AND**  
**HPM, INC. FOR ON-CALL DEVELOPMENT**  
**INFRASTRUCTURE WARRANTY REPAIRS SERVICES**



## REQUEST FOR QUALIFICATIONS

**RFQ #:** RFQ-20- Development Infrastructure Warranty Repairs

**Title:** Development Infrastructure Warranty Repairs

**RFQ Issued:** 10/30/2020

**Informational Meeting:** N/A

**Question Deadline:** 11/11/2020 12:00 p.m. local time  
Questions and responses will be posted on BidnetDirect.com

**Qualifications Due By:** 11/20/2020 12:00 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 award.

**For additional information, contact:** Please submit questions on Bidnetdirect.com

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     |
| Insurance Requirements                              | page 6     |
| Administrative instructions and Evaluation Criteria | page 7     |
| Scope of Work                                       | page 7     |
| Submittal Forms and Checklist                       | page 10-11 |
| Attachments/Exhibits                                |            |

## 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. 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 vendor. 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 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.

**2. 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 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. 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.

**4. 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.

## 5. 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 and the Cooperative Educational Purchasing Council (CPEC).

We hereby request that any member of MAPO/CPEC be permitted to avail itself of this contract and purchase, as specified by the contract resulting from this RFQ, 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.

## 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 \$2,000,000, 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 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 ESTABLISH A CONTRACT:**

The purpose of this Request for Qualifications is to provide vendors 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 vendor.

Submitted documents are proprietary working documents offered by prospective vendors 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) 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.
- 2) The only authorized version of this Solicitation and addenda is available at [WWW.BIDNETDIRECT.COM](http://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 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 RFQ 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*
- 2) *Project Team Experience*
- 3) *Project Approach*
- 4) *Price/rate sheet for on-call services (most large projects will be quoted among the pre-qualified group anticipated to be 3-5 contractors).*

### **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**

The City of Arvada is requesting qualifications from qualified General Right-of Way Contractors to provide on-call construction services for completing development infrastructure warranty repairs including but not limited to excavation and subgrade corrections, asphalt paving and patching, concrete curb, gutter, cross pans, and sidewalks, water distribution system repairs, wastewater collection system repairs, stormwater management system repairs, park trail and park infrastructure repairs, landscaping, and other associated development infrastructure repairs.

Quantities may vary widely from development to development and will be bid per project. Prices for work requiring excavation must include third party compaction testing and reports. Asphalt and concrete work must include third party testing and reports showing materials are in compliance with approved designs and City Standards. Alterations to stormwater detention capacities will require verification of compliance with the approved design by providing a pond certification letter from a Licensed Professional Engineer in the State of Colorado.

### **Scope of Work**

The following is a list of the types of services and projects to be performed which may encompass replacement, rehabilitation, repair, improvement, and new construction.

While it identifies several services that are anticipated to be required, it may not be all inclusive of the types of services to be performed.

1. Repair of underground water distribution system pipelines;
2. Repair or replacement of water distribution, wastewater and stormwater appurtenances such as but not limited to manholes, valves, water meters, air vacs, fire hydrants, cathodic protection, etc.;
3. Repair of underground wastewater collection system pipelines and service connections;
4. Construction or repair of stormwater management systems including pipelines, curb inlets, open channels, structures, ponds and other storage facilities;
5. General site work including clearing and grubbing, excavation of backfill, earth moving, compaction, and soil disposal;
6. Pavement including asphalt and concrete paving and patching including excavation and compaction in areas of subsidence;
7. Concrete curb and gutter and cross pan removal and replacement, and general flatwork replacement including but not limited to sidewalks and ramps;
8. Construction or repair of park trail or park infrastructure elements;
9. Installation or repair of landscaping elements in the rights-of-way or easements;
10. Repair of other infrastructure as shown on the approved construction drawings for the development.

Construction services may include the following:

1. Construction schedule preparation;
2. Construction cost estimation;
3. Site supervision;
4. Applicable construction permits;

5. Stormwater management/management plan;
6. Site protection and security;
7. Traffic control;
8. Bypass pumping;
9. Groundwater management pumping;
10. Pavement demolition;
11. Concrete patching and paving;
12. Concrete flatwork;
13. Asphalt patching and paving;
14. Earthwork, clearing and grubbing, earth moving, backfill, compaction, disposal;
15. Riprap installation;
16. Pipeline installation for water distribution, wastewater and stormwater collection;
17. Manhole and vault installations;
18. Use of trenchless technologies;
19. Warranty and management of project safety and quality control;
20. Other related services as mutually agreed by the parties.

The City intends to award a contract to two or more contractors to provide the services outlined in this RFQ and such other related services as required. The resulting Agreement(s) will have an initial term of one (1) year and may be extended at the City's option for additional one year periods not to exceed four (4) additional one year periods, subject to mutual agreement by both parties. At the City's discretion, it may choose not to incorporate one or more portions of the general scope of services described in this RFQs into any contract(s) executed pursuant to this RFQ.

Work will be on an as-needed basis with the Scope of Work to be defined, Work Orders negotiated, and Purchase Orders issued prior to commencement of any work. The cumulative total of each project associated with this RFQ shall not exceed \$300,000.

Any project exceeding a cumulative total of \$300,000 requires prior written approval by the Purchasing Director and only after such exception has been determined to be in the City's best interest.

Subcontractor information will be requested at the time a Work Order is scoped and should not be included in response to this RFQ.

## 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 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 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
- ☐ Cover & Executive Summary.
- ☐ Detail Firm's and employees' Capabilities, Experience, Licensing, and Compliance Status.
- ☐ Details of Qualifications – products & services, implementation timeline and warranties.
- ☐ Completed City 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 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:  
#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: \_\_\_\_\_

\_\_\_\_\_

**EXHIBIT 2**  
**AN AGREEMENT BETWEEN THE CITY OF ARVADA AND**  
**HPM, INC. FOR ON-CALL DEVELOPMENT**  
**INFRASTRUCTURE WARRANTY REPAIRS SERVICES**



Prepared by:

**Matt Adams, Vice President**

HPM, Inc.

9781 S. Meridian Blvd, Suite 120, Englewood, CO 80112

Phone: (720) 575-9896 | E-mail: [matt.adams@hpmcontracting.com](mailto:matt.adams@hpmcontracting.com)

Web: [www.hpmcontracting.com](http://www.hpmcontracting.com)



# STATEMENT OF QUALIFICATIONS

## RFQ-20-Development Infrastructure Warranty Repairs

November 20, 2020



CITY OF ARVADA

Prepared For:

**City of Arvada**

**8101 Ralston Road, Arvada, CO 80002**





# EXECUTIVE SUMMARY

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*Photo Caption:*

*Project: Dickens Farm Nature Park*

*Owner: City of Longmont*

*Contractor: HPM, Inc.*

***American Public Works Association (APWA) Award for Large Parks***



November 20, 2020  
Contracting Officer or Procurement Manager  
8101 Ralston Road  
Arvada, CO 80002

**Subject: RFQ-20 – Development Infrastructure Warranty Repairs**

To whom it may concern:

HPM, Inc.(HPM) is pleased to submit the following proposal for the City of Arvada Development Infrastructure Warranty Repairs on-call contract. HPM has experience with and has delivered successful results for similar on-call construction services contracts with other local agencies and organizations such as:

- ▶ Regional Transportation District (RTD)
- ▶ Denver Public Schools (DPS)
- ▶ Bank of America (BOA)
- ▶ Lockheed Martin

When considering an on-call construction services contractor, the City will find HPM unique. Throughout this proposal, we will highlight HPM's experience with similar on-call contracts, illustrate our ability to self-perform a wide range of services and projects, and highlight past construction of similar projects in terms of relevant scope. We will also show how our company is structured to manage and self-perform both commercial and civil on-call projects.

HPM is a local general contractor with decades of collective industry experience. Headquartered in Englewood, Colorado, our firm focuses on three distinct markets: Commercial, Civil, and Federal. Our distinctive company structure, different from our competition, will be a significant benefit to the City in terms of cost, collaboration, and schedule for City of Arvada:

- ▶ **Cost** – by having experience and self-perform capabilities in both commercial and civil markets, HPM will not need to subcontract as much work, thereby reducing markup.
- ▶ **Collaboration** – HPM thrives on open collaboration with our clients and always seeks to provide the most efficient path towards successful project completion. We utilize project management tools such as Primavera P6, Microsoft Project, and the Procore suite of project management software to keep our projects organized and to provide valuable communication with our clients.
- ▶ **Schedule** – every project run by HPM includes a full project schedule, regardless of size or duration. In terms of schedule performance in the field, HPM is proud of our record of on-time completion, and achieves this through proper subcontractor management, resource allocation, and self-performing schedule critical activities.

Our project team members proposed for these on-call projects will consist of key individuals with senior-level knowledge, similar project experience, and the talent necessary to deliver your projects successfully. HPM is ready and has the resources available to bring a collaborative team approach to the City of Arvada on-call construction services projects.

HPM sincerely appreciates your consideration as you move forward in selecting your development infrastructure warranty repair partner and we look forward to the next steps in the process. If you have any questions about the material included within this proposal or need additional information, please do not hesitate to contact us.

Sincerely,



Matt Adams

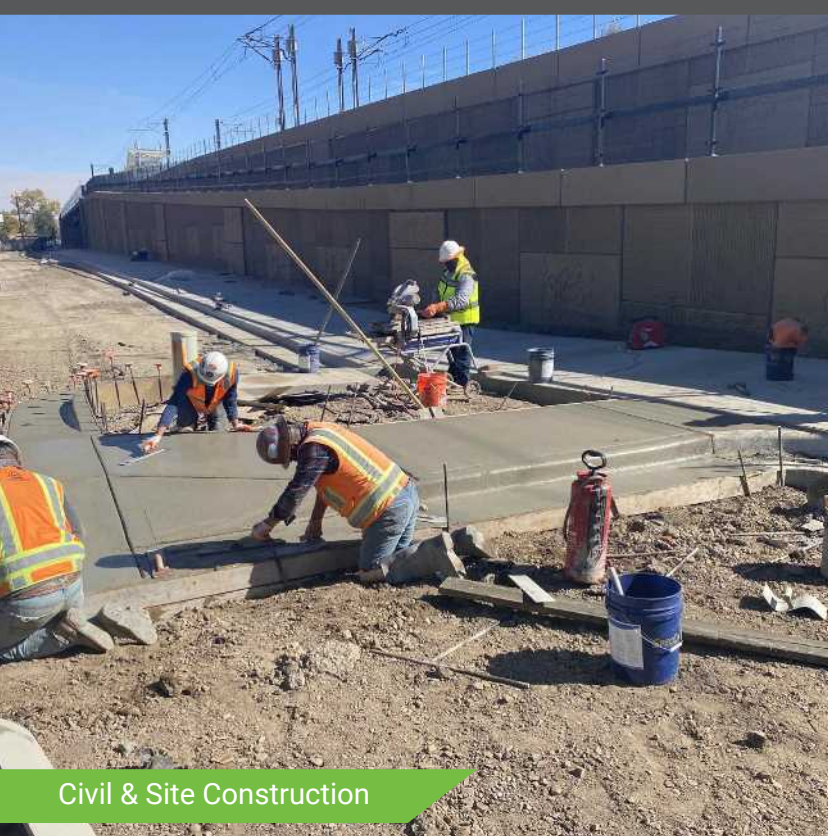
Vice President – HPM, Inc.

9781 South Meridian Blvd, Suite 120 | Englewood, CO 80112

720-464-6736 | [matt.adams@hpmcontracting.com](mailto:matt.adams@hpmcontracting.com)



Architectural, Structural, Mechanical



Civil & Site Construction



Sustainability

# CAPABILITIES, EXPERIENCE, LICENSING, AND COMPLIANCE STATUS

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## 1. History and Business Profile

HPM, Inc (HPM) is a General Contractor founded in 2016 by a core group of personnel previously with a highly successful Top 5 Engineering News Record General Contractor. HPM's goal was to take similar standards and practices of general contracting and professionalism, combined with a more personal approach, and develop a general contracting firm local to the Colorado front range specializing in both vertical (commercial) and horizontal (civil) construction. We provide value to our Clients by incorporating our extensive preconstruction and construction experience relative to the specific needs of every project.



In 2017 HPM started off with two employees and less than \$1 million in total revenue. As of November 2020, HPM employs 56 full-time staff and craft personnel and has completed over \$90 million worth of projects successfully for our clients. Our projected revenue for 2020 is \$35 million. This growth has led to HPM being named the Denver Business Journal's Fastest Growing Company for 2020. Our success has been due to hiring the right people, standards of professionalism, business learned from years of experience with some of the most admired contractors in the country, deliberate sustained growth, and a record of proven performance and quality on our projects. Throughout this proposal we will highlight our experience with projects of similar size and complexity, both as a firm and based on the resumes and experience of our proposed staff. We will also share feedback and praise that we have received from some of our satisfied clients.

HPM is a Colorado-based turn-key contractor that provides commercial and civil construction. Services include preconstruction, general contracting, construction management, design-build, CM/GC, tenant improvements and finishes, mission-critical and sustainable solutions. Our core principles of quality, safety, integrity, and ingenuity build repeat clients and lasting relationships. This proposal will illustrate our specific qualifications for the City of Arvada Development Infrastructure Warranty Repairs on-call contract. Furthermore, HPM is also prequalified with the City and City of Denver as well as the Colorado Department of Transportation.

## 2. Business Organization

HPM was established on November 19, 2016 as an S-Corporation in Delaware. HPM filed with the Colorado Secretary of State on February 8, 2017.

HPM's office is located at:

HPM, Inc.

9781 S. Meridian Blvd., Suite 120

Englewood, CO 80112

## 3. Name of Principals and Officers

Corporate Executive Officers include:

- ▶ Ray Hallquist, President (100% Owner)
- ▶ Rob Mason, Vice President
- ▶ John Todd, Vice President
- ▶ Matt Adams, Vice President
- ▶ Spencer Hardle, Controller

## 4. Capabilities

HPM is capable and willing to perform all services requested. HPM has self-perform capabilities in several disciplines. If we do not have the experience or expertise required, we will solicit subcontractors to perform these scopes of work. HPM is a full-service general contractor with robust specialized experience in self-performing both commercial (vertical) and civil (horizontal) construction. It is this unique experience that sets us apart from the competition. HPM has the understanding and ability to self-manage and self-perform most of our projects. HPM typically self-performs 50-70% of any given project, specializing in the following scopes of work:

- ▶ Demolition
- ▶ Earthwork and site grading
- ▶ Drainage and utilities
- ▶ Structural concrete and foundations
- ▶ Flatwork
- ▶ Carpentry and framing
- ▶ Park amenities
- ▶ Retaining walls
- ▶ Riprap and boulder placement
- ▶ Asphalt patching

Typically, we will subcontract the following scopes of work on our projects:

- ▶ Electrical/communication
- ▶ Building trades (i.e., plumbing, HVAC, roofing)
- ▶ Landscaping and irrigation
- ▶ Asphalt paving

## 5. Key Personnel

The personnel assigned to each project will depend largely on the type of project. We imagine that City of Arvada would prefer to work with consistent teams throughout the duration of the Warranty repairs project. Without understanding the timing or specific scope of each on-call project, it is difficult to assign a specific superintendent or project manager currently. However, our staffing can generally be broken down as follows:

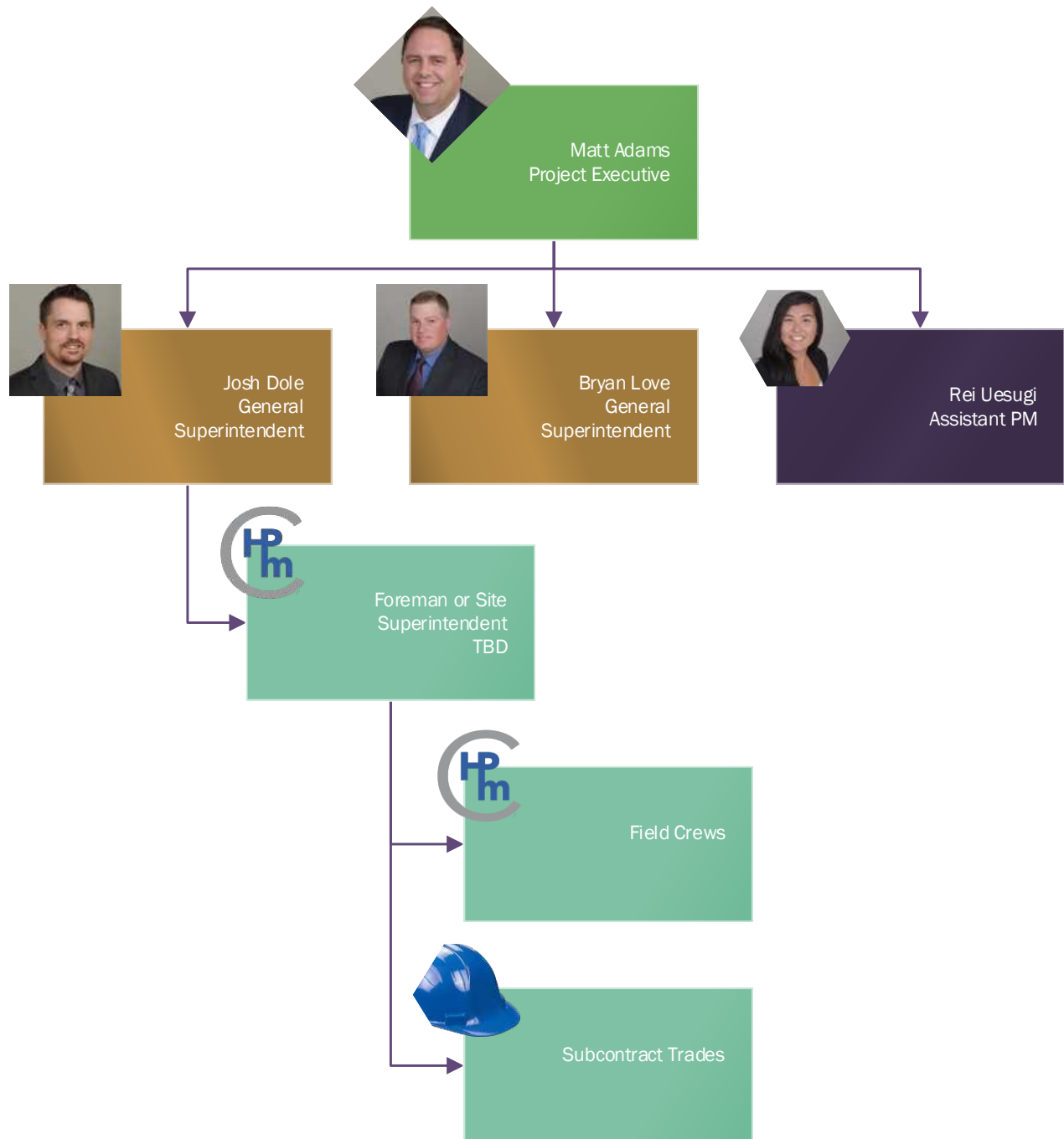
**Matt Adams** will serve as a project executive and oversee the successful completion of all projects HPM undertakes that are civil in nature. Matt has been an industry professional for nearly 20 years and serves as the Vice President of HPM, Inc.

**Josh Dole** is another primary operations lead for HPM including both civil and commercial projects. Josh has an extensive background in structural concrete work and has worked on several projects ranging from civil to commercial.

**Bryan Love** is our primary operations lead for projects civil in nature, including concrete work, earthmoving, utilities, drainage, landscaping, water/wastewater, or similar projects.

**Rei Uesugi** is one of HPM's up and coming Project Managers, and in this role will serve in an administrative capability managing schedules, procurement, subcontractor management, and contracts for our on-call projects, regardless of type of project classification. Rei has experience in a variety of construction and preconstruction efforts in her career, and will be a valuable asset to these projects.





Resumes for each of the proposed key staff members can be found after the following section.



## Josh Dole

General Superintendent

Patrick is one of our key superintendents and brings more than 12 years of hands-on construction experience and leadership. He has successfully delivered projects for various clients across Colorado. Josh has excellent knowledge of how projects are built, allowing him to easily manage our self-perform and subcontracted work. He provides detailed construction schedules and constructability reviews during the design phase.

### Education:

B.S. Construction Management,  
Colorado State University

### Licenses/Certifications:

OSHA 10 Hour

### Relevant Experience

#### General Superintendent | Bank of America at Shops at Ralston Creek | Arvada, CO | \$813,000

This project includes 2,737 square feet interior fit-out of a new financial center, with the scope of work including underground infrastructure for sanitary sewer, earthwork preparation, rebar, and a poured-in-place slab-on-grade. Once the slab was in place, additional scope included metal stud framing, mechanical and electrical systems, drywall, paint, and flooring.

#### Superintendent III | Olde Town Transit Hub | Regional Transportation District | Arvada, CO | \$30M

This project is located in historic downtown Arvada. It is considered the most prominent of Arvada's three G line stations and serves as an important destination for the cities mixed-use, retail and cultural events for visitors throughout the front range. This project included a self-perform concrete package. Josh was a general

superintendent on this project and oversaw all aspects of construction.

#### Superintendent | Orange County Wastewater Treatment Plant

| Huntington Beach, CA | \$200M

This project consisted of the addition of six clarifier tanks, an aeration basin, pipe gallery, and blower building to an existing facility. Josh managed all of the concrete crews. He supervised over 20,000 manhours of work and nearly 40,000 CY of concrete placement.

#### Superintendent | UCCS Village at Alpine Valley/LaPlata Dormitory | University of Colorado Colorado Springs (UCCS) | Colorado Springs, CO | \$68M

The La Plata dormitory is one of the student housing buildings that make up the Village at Alpine Valley Residence Halls. Josh oversaw all enclosure, finishes and punch list for this structure. Josh came onto the project with four months of work remaining, facing a tight schedule, with substantial LD's. He was able to re-align the project crews and resources to receive TCO on time for student move-in.

#### General Superintendent | E-Vault | General Services Administration | Lakewood, CO | \$25M

Josh served as the General Superintendent on this new Tier III Data Center. He over saw the self-perform concrete and utility work on the project, that included the installation

of 1 mile of underground conduit (in a 2-acre site). He also supervised the installation of two 15,000 Gallon underground storage tanks.

#### Superintendent II | West Oahu Light Rail | Honolulu, HI | \$1.83B

Josh oversaw the construction of over one hundred and twenty-five, six-foot diameter support columns for the precast segmental superstructure. Josh was also heavily involved in designing the steel formwork for these structures as well as the review of the temporary bracing/guying of the rebar cages and form system. Josh's scope of work was completed with zero recordable safety incidents or quality deficiencies.

#### Superintendent | Gaylord Rockies Resort & Convention Center | Marriott International, Inc | Aurora, CO | \$540M

Owned by Marriott this project is set to be their premier meeting and convention center hotel in the Colorado region. The project consists of 1501 guest rooms, 175,000 sf exhibit hall, ballrooms, breakout rooms, outdoor event spaces, dining and retail outlets, world class spa, indoor/outdoor pool with lazy river and water slide. Josh was responsible for the hotel enclosure. This scope includes over 1000 prefabricated wall panels, in-place-framing, air/water barrier installation, masonry, glazing, stucco, scaffolding, fiber cement panels for theming, standing seam and low slope EPDM roofing, material hoist erection and dismantle..



## Bryan Love

General Superintendent

Bryan is one of our key civil superintendents overseeing our civil self-perform crews and subcontractors. Bryan's experience goes beyond his resume as he grew up working around equipment and civil related activities. He joined HPM in 2019 and brought his focus of safety, quality, and production to the HPM team.

### Licenses/Certifications:

OSHA 10 Hour

OSHA 30 Hour

MSHA Certification

MTCO School – Crane Ops

### Relevant Experience

#### **Superintendent | Colorado Boulevard Project, Colorado Department of Transportation | Idaho Springs, CO | \$20M**

This was a three-phase reconstruction in central Idaho Springs designed to replace storm sewer, sanitary sewer, and water lines, and add conduit for electric utilities and fiber optic broadband communications. The project also includes streetscape features such as sidewalks and retaining walls. As the superintendent, Bryan directly managed all utility and civil operations, as well as supervised subcontractor operations.

#### **Superintendent | Guanella Pass, Park City | Grant, CO | \$20M**

Park City Road 62 (Guanella Pass Road) starts in Grant, CO intersecting U.S. Highway 285 and heads north over Guanella Pass and into Georgetown, CO, near Interstate 70. Guanella Pass Road is one of the premier high mountain roadways close to Denver. The project consisted of major grading, retaining walls, drainage improvements, and

placement of aggregate base and hot asphalt concrete paving of 6.4 miles of Guanella Pass Road. The focus of the project was improving the condition of the roadway while minimizing overall environmental impacts associated with poor drainage, raveled aggregate surfacing and wash boarding.

#### **Superintendent | Conservatory Underdrain Repair, Conservatory HOA | Aurora, CO | \$4M**

This project consisted of extensive underdrain repairs for the Conservatory HOA, which involved saw cutting roadways, deep excavations, trench stabilization, traffic control, and pipe boring. Bryan coordinated closely with the City of Aurora Water and Sanitation departments on required inspections and tie-ins.

#### **Superintendent | Ball Aerospace AHQ Parking Expansion Project | Broomfield, CO | \$1M**

This fast-paced project required a quick planning process leading to the commencement of construction just days after award. Bryan worked with other active projects to balance company resources to deliver this important project for Ball on time while also maintaining the schedules of all other projects. Work included a 36" over-excavation and embankment section due to poor soils, construction of a 2 acre temporary parking lot, reconstruction of a detention basin with rip rap overflow structure,

outlet structure, forebay, and trickle channel, as well as management of critical paving, flatwork, and landscape subs.

#### **Superintendent | Falcon Park, Highlands Ranch Metro District | Highlands Ranch, CO | \$3M**

Bryan supervised construction of two Little League baseball fields from a blank canvas, installing approx. 5,000ft of potable water, construction of backstops and dugouts, ADA walkways, ramps, and parking areas.

#### **Superintendent | Elizabeth Trail Phase 1 and 2 | Town of Elizabeth, CO | \$1M**

As the site superintendent responsible for all aspects of construction, Bryan worked closely with the Town of Elizabeth and design team to optimize the design of this 3+ mile long, 10ft wide concrete trail to save on both schedule and overall project cost. Work included a challenging water crossing which involved a well thought out and executed plan to divert an active stream during construction.



### Rei Uesugi

Assistant Project Manager (APM)

Rei brings eight years of a diverse industry experience. She will be involved throughout the project duration, facilitating collaboration and coordination between the preconstruction design phase and construction.

#### Qualifications:

APM on previous Design-Build and CM/GC Construction projects

Experience cost estimating and supervising multi-disciplinary projects in commercial and civil sectors for municipal clients

#### Industry Experience:

Since 2012

#### Education:

B.S. Civil Engineering,  
University of Portland

#### Licenses/Certifications:

LEED GA

OSHA 30 Hour

CDOT Erosion Control  
Supervisor

executing the Owner and subcontractor final contract value and language. Once awarded, Rei created and implemented all document control systems for the project, wrote and managed the safety, quality, and environmental plans, and lead the LEED efforts throughout construction. As the work started, Rei assisted in cost and change management by actively overseeing the project budget (owner and subcontractor pay applications, payroll, general project costs) and participating in Owners/ Architect meetings to settle any changes. Rei was also responsible for the overall quality of the project. She ensured all work was built to meet required standards and identified design issues. She worked closely with the Owner, Architect, Engineers, Subcontractors, and Inspectors to solve any conflicts in the best interest of the Owner and project.

#### Project Engineer | Fred and Pamela Buffett Cancer Center | UNMC | Omaha, NE | \$323M

Rei assisted as an Office Engineer in executing project change orders while also managing project cost and budget on a new cancer facility for the University of Nebraska Medical Center (UNMC) in Omaha, NE. She was responsible for negotiating cost and documenting scope with the Owner, Designer, and Subcontractors on changes made during the construction. Rei also assisted in forecasting Owner and Subcontractor overall project costs.

#### Project Engineer and Inspector | State and City of Hawaii Department of Transportation Projects | Various Locations, HI |

Rei was the Project Engineer and Construction Inspector for various highway improvement projects throughout Hawaii ranging from soil stabilization, bridge rehabilitation and expansions, and utility reconstruction. Rei represented the government client managing and collaborating with designers, general contractors, and subcontractors. She was responsible for managing all field operations, especially Owner quality control and daily coordination of trades, while also assisting in tasks such as submittals, RFIs, subcontractor scheduling, change management, and As-Builts.

#### Estimator | Emerson Place Apartments | Denver, CO | \$13M

Rei led estimate for 6-story new residential apartment building in Denver, CO. This included gathering and negotiating all subcontractor pricing and creating proposed site logistics plan along with project staffing and project general requirements. This project was interesting in that the building burnt down previously during construction. Rei worked closely with the Owner and designers to discuss methods salvaging and reinforcing as much of the previously built structure as possible while still maintaining the overall aesthetic and original cost.

#### Relevant Experience

##### Project Engineer | Market Station | Denver, CO | \$115M

Rei worked with the team in the preconstruction efforts for the \$115M certified LEED silver mixed-use commercial building in Denver, CO from the bidding phase through award. This included estimating, negotiating, and

## 6. Similar and Relevant Experience

HPM has completed or still has ongoing on-call construction contracts with the following organizations:

### Regional Transportation District (RTD)

**Type of Contract:** On-Call Construction Services

**Contract Value (on-call not to exceed):**

\$5,000,000

**Value Completed To Date:** \$1,785,344

**Number of Projects Completed To Date:** 8

**Average Project Size:** \$223,000

**Owner Contact Information:** Ashland Vaughn,  
1560 Broadway, Suite 700, FAS-72, Denver, CO  
80202, [Ashland.Vaughn@RTD-Denver.com](mailto:Ashland.Vaughn@RTD-Denver.com),  
720-828-9001

#### Description of Notable Projects:

- **Sheridan Curtain Walls** – fabricate and install curtain walls on the RTD Sheridan LRT Station parking garage
- **LRT Bridge Deck Sealing** – bridge deck concrete preparation (sand blasting) and concrete sealing work at three different bridges (two separate work orders)
- **SH-224 WB Off-Ramp Barrier Installation** – installation of a cast-in-place concrete barrier along the WB SH-224 to I-76 on ramp, including site work, demo, traffic control, and final restoration
- **6<sup>th</sup> Ave & I-225 Barrier Repairs** – emergency repair and replacement of precast barrier and fence along the LRT corridor adjacent to the 6<sup>th</sup> Ave to I-225 NB on ramp following a vehicle accident
- **9 Mile Station TPSS Repairs** – emergency repair to a traction power substation (TPSS) including transformer replacement and structural building repairs following a vehicle accident
- **72<sup>nd</sup> Street Crossing Improvements** – installation of barrier and fencing for an at-grade crossing of the North Metro Rail Line at 72<sup>nd</sup> Street

### Denver Public Schools (DPS)

**Type of Contract:** Pre-Qualified Contractor

**Value Completed To Date:** \$11,316,000

**Number of Projects Completed To Date:** 20

**Average Project Size:** \$565,800

**Owner Contact Information:** Guillermo Valenzuela,  
1860 Lincoln Street Denver, CO 80203,  
[Guillermo\\_Valenzuela@dpsk12.org](mailto:Guillermo_Valenzuela@dpsk12.org), 720-423-1881

#### Description of Notable Projects:

- **Stedman/Smith HVAC Upgrades** – performed HVAC upgrades and installed new ventilation in two schools
- **All City Stadium East Parking Lot** – rebuilt existing parking lot and sidewalks, including utility relocation and wall construction
- **5 School Electrical Upgrades** – performed electrical upgrades and improvements at five schools
- **Boiler Replacement 6259** – replaced boilers at five schools
- **Henry Boilers** – removed two existing boilers and replaced with new boilers at Henry Middle School
- **Multi-Site Controls 19-BS-6312** – installed new controls and mechanical equipment at six schools
- **3 School HVAC 19-KN-6258** – performed HVAC upgrades for three schools
- **Knapp Elementary School Mechanical** – replaced mechanical equipment at Knapp Elementary



## Lockheed Martin

**Type of Contract:** Pre-Qualified Contractor

**Value Completed To Date:** \$3,753,894

**Number of Projects Completed To Date:** 6

**Average Project Size:** \$626,000

**Owner Contact Information:** Katie Zielinski,  
12257 S. Wadsworth Blvd., Littleton, CO 80125,  
[katie.zielinski@lmco.com](mailto:katie.zielinski@lmco.com), 303-971-1396

### Description of Notable Projects:

- **Lockheed Building Remodel** – renovation of existing building to make code compliant – scope included painting, new casework, carpet in various locations, new security, and doors and hardware
- **Operations Executive Suite Upgrade at ENG Building** – remodel existing break room and upgrade common area offices
- **UTR2 Anchors & Electrical** – core drill and install steel floor anchors and perform electrical upgrades
- **Modify B899 Office Building Phase II** – multi-floor tenant improvements and security systems at Jamaica campus
- **Lockheed B889A Toastmasters** – single floor tenant improvements and security systems at Jamaica campus Toastmasters office
- **LM B899B Jacobs North** – single floor tenant improvements and security systems at Jamaica campus Jacobs Engineering office

In addition, HPM has completed the following projects within the past 10 years of similar scope for relevant government facilities in the range of \$300,000 or less:

| Project Name                     | Client Representative                                                                                                                                                           | Contract Type | Description of Project                                                                 | Final Contract Amount | Project Finish Date |
|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|----------------------------------------------------------------------------------------|-----------------------|---------------------|
| City of Lone Tree Misc. Projects | City of Lone Tree<br>Darin Rose, (303) 910-5311<br><a href="mailto:darin.rose@cityoflonetree.com">darin.rose@cityoflonetree.com</a><br>9220 Kimmer Dr #125, Lone Tree, CO 80124 | Bid Build     | Misc. Sidewalks, retaining wall repair and construction, and landscape improvements    | \$15,743              | November 2017       |
| Jubilee Coffee                   | City of Aurora, Aurora, CO<br>John Ralston, (303) 739-7923<br><a href="mailto:jralston@auroragov.org">jralston@auroragov.org</a><br>9898 E. Colfax, Aurora, CO 80010            | Bid Build     | Reconstruct exterior façade including new roll up doors, patio, concrete, and painting | \$197,273             | November 2017       |
| Buckley Freezer                  | Fluor Federal Solutions, Aurora<br>Nathan Carey, (303) 677-1824<br><a href="mailto:ncarey@fluor.com">ncarey@fluor.com</a><br>6021 William Mills St, Jacksonville, FL 32099      | Design Build  | Design-build new cooler/freezer at Buckley AFB                                         | \$210,759             | August 2019         |
| Buckley 410 Turnstiles           | Fluor Federal Solutions, Aurora CO<br>Nathan Carey, (303) 677-1824<br><a href="mailto:ncarey@fluor.com">ncarey@fluor.com</a><br>6021 William Mills St, Jacksonville, FL 32099   | Design Build  | Construct new turnstile security entrance in Buckley secure area                       | \$108,324             | October 2019        |

| Project Name                                                       | Client Representative                                                                                                                         | Contract Type | Description of Project                                                                             | Final Contract Amount | Project Finish Date |
|--------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|---------------|----------------------------------------------------------------------------------------------------|-----------------------|---------------------|
| <b>Jeffco - Fletcher Miller School</b>                             | Jefferson City School District<br>Ted Hagen, 303-982-6500<br>ted.hagan@keffco.k12.co.us<br>R-1 809 Quail Street, Bldg 4<br>Lakewood, CO 80215 | Bid Build     | Replace flooring in gym corridors                                                                  | \$121,244             | August 2020         |
| <b>Jeffco - Lasley Elementary</b>                                  | Jefferson City School District<br>Ted Hagen, 303-982-6500<br>ted.hagan@keffco.k12.co.us<br>R-1 809 Quail Street, Bldg 4<br>Lakewood, CO 80215 | Bid Build     | Replace flooring in restrooms, teachers' lounge and gym, floor sockets in gym                      | \$147,795             | August 2020         |
| <b>Jeffco - Fitzmorris Elementary</b>                              | Jefferson City School District<br>Ted Hagen, 303-982-6500<br>ted.hagan@keffco.k12.co.us<br>R-1 809 Quail Street, Bldg 4<br>Lakewood, CO 80215 | Bid Build     | Replace flooring in gym corridors                                                                  | \$135,137             | August 2020         |
| <b>Jeffco - Free Horizon Montessori</b>                            | Jefferson City School District<br>Ted Hagen, 303-982-6500<br>ted.hagan@keffco.k12.co.us<br>R-1 809 Quail Street, Bldg 4<br>Lakewood, CO 80215 | Bid Build     | Replace flooring in gym corridors                                                                  | \$131,381             | August 2020         |
| <b>LIBR - COVID-19 Response Projects CU Boulder Norlin Library</b> | University of Colorado - Boulder<br>Brian Moffitt, 303-492-5511<br>brian.moffitt@colorado.edu<br>1540 30th St, Boulder, CO 80303              | Bid Build     | Install partitions in the Norlin Library for COVID-19 readiness prior to the 2020 school session   | \$16,420              | August 2020         |
| <b>Aspen Academy Playground</b>                                    | Aspen Academy<br>Kristina Scala, 303-346-3500<br>kristina.scala@aspenacademy.org<br>5859 S University Blvd Greenwood Village, CO 80121        | Design Build  | Design and install playground and parkour course features including drainage and site improvements | \$54,502              | September 2020      |

## 7. License and Accreditations

HPM holds a Class A Contractor's License and is licensed in most major Counties and Cities in the Denver Front Range. We can obtain any business or contractor's license needed in any specific community if not already held. HPM has a certificate of good standing with the State of Colorado.

Members of our staff hold specific accreditations, including LEED AP, Professional Engineer, and PMI.

HPM performs work for the Federal Government in secured facilities, such as Buckley Air Force Base and the General Services Administration (GSA). Our employees go through a rigorous background check prior to employment, and each of our employees are cleared for work in these facilities. In the instance that any warranty repair work needs to take place in secure facilities, our employees are ready and willing to go through this process.

## 8. Compliance

HPM maintains compliance with applicable local, state, and federal requirements and regulations as they pertain to our business. HPM maintains a certificate of good standing with the State of Colorado.

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that,  
according to the records of this office,

HPM, Inc.

is an entity formed or registered under the law of Delaware, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20171110754.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/18/2020 that have been posted, and by documents delivered to this office electronically through 02/19/2020 @ 11:12:01.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 02/19/2020 @ 11:12:01 in accordance with applicable law. This certificate is assigned Confirmation Number 12094699.



*Jena Griswold*

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*



## 9. Innovation

HPM's knowledgeable staff proposed for the City of Arvada Development Infrastructure Warranty Repairs on-call contract have combined decades worth of experience in similar construction projects. Through that experience, we will provide innovative ideas to promote cost-efficient construction for each of the small projects awarded to us.

HPM utilizes innovative tools during the construction phase to manage costs and aid efficiency. One such tool that HPM uses is Procore Construction Management Software. Procore is used to effectively manage, document, control, and communicate on each of our projects. Procore's project management software includes meeting minutes, submittals, RFIs, transmittal logs, safety, and quality tracking, including checklists, drawing markups, and document storage for all project-related materials. It is a powerful and collaborative platform that supports input from several sources, including forwarded emails and PDFs. Since it resides completely online, the system is accessible from any internet-connected computer or mobile device.



The benefit of using Procore is that it is a fully contained project management tool that can be used by the entire project team, including the City and designers/consultants employed by the City. Best yet, there is no software to buy. City staff, architects, and other stakeholders can get access through an invitation to the project by HPM at no cost. Furthermore, project documentation such as plans and specifications, RFI's, submittals, and transmittals are accessible in one central location. The City and engineer/design teams can track and view daily progress via photo documentation at any time. HPM is offering the use of this powerful collaboration tool for any project awarded to HPM at no cost.

## 10. Client Feedback

We take pride in performing work to our client's ultimate satisfaction. We are proud of the track record we have developed with our clients and the record we have achieved of positive feedback. Here is some recent feedback we have received from our clients.

*"HPM's project expertise, attention to schedule, budget combined for a smooth project which has been very well received by residents living near both of the parks and playgrounds. **Foremost, HPM's collaborative approach throughout the process is what set them apart from other contractors, and we hope to work with HPM again in the future.**"*

Allan Gill, City of Louisville

*"I don't like low bid contracts. We have not had much success getting a good Contractor. I feel we got lucky that HPM was the low bidder on John Meade Park."*

Jay Goldie, City of Cherry Hills Village



## CITY OF LONGMONT | Public Works and Natural Resources

October 1, 2020

To Whom It May Concern

HPM Contracting, Inc. has completed the Dickens Farm Nature Area project for the City of Longmont. This project, built in 2019-2020, had many unique construction challenges, including:

- several small separate work areas spread through an overall park site that was still under warranty at the time of HPM's construction;
- a design/build Nature Discovery Area using natural materials, including trees harvested from the site, and that is located within a floodplain;
- dewatering and excavation of an existing pond to improve water quality;
- successful and safe construction of a project with an active trail system that travels through the construction site and needed to remain open for the majority of the construction duration, resulting in possible conflict between construction/trail users;
- a bike skills course built out of natural materials.

HPM's performance on this project was exemplary, including addressing the challenges arising from the COVID-19 outbreak and the associated restrictions with the State pandemic protocols. In spite of these numerous challenges, the constructed Dickens Farm Nature Area project was awarded the American Public Works Association – Colorado Chapter Large Park or Trail Project of 2020. The City plans to submit this project for a national award from APWA in 2021.

This was the first time that the City has contracted with HPM for a project like this, but I would welcome the opportunity to work with them and their team on a similar project in the future.

Sincerely,

A blue ink signature of Steve Ransweiler, written in a cursive style.

Steve Ransweiler  
Senior Project Manager  
Natural Resources  
Steve.Ransweiler@longmontcolorado.gov





## QUALIFICATIONS

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*Photo Caption:*

*Project: Aspen Academy Playgrounds*

*Owner: Aspen Academy*

*Contractor: HPM, Inc.*

*"Thank you to HPM for their amazing leadership and execution on building two large playgrounds and a full parkour course for our students. Ray [President of HPM] raised his hand to help when it became clear that we weren't going to be able to put this critical project off another year and, in doing so, exemplified the ethos of shared ownership and leadership that exists in our community." - Kristina Scala, President of Aspen Academy*



## 1. Products and Services

HPM has experience with similar on-call projects, similar to this City of Arvada RFP, and understands the scope and process of these types of projects. As described in the RFP, the City wishes to enter into an agreement with a qualified contractor(s) to construct small projects with estimated values around \$300,000 or less on City owned or leased facilities. Such work could include repair of underground facilities such as water, wastewater, or sewer, pipelines, general site work, pavement, flatwork, and landscaping.

In addition, the City of Arvada is looking for a contractor who is capable of construction services such as schedule preparation, cost estimation, supervision, permits, stormwater management and plans, site protection and security, and other services. HPM is a full-service general contractor well experienced in such services. We apply similar principles of professionalism and construction management fundamentals on every project we undertake, regardless of size or complexity.

The following are examples of the services and tools that HPM provides on each of our projects:

### a. Workplan

HPM completes work plans for all major operations. In the case of the City of Arvada on-call services contract, this will especially be important to complete individual work plans and job plans for each of our assigned projects. The nature of these on-call projects will likely be short duration, quick hitting projects, where coming out of the gate strong is critical. Sitting down to complete a plan of attack prior to going to work is important for not only the quality delivery of the project, but also the collective financial, safety, and schedule success of the project. Each project we undertake will include the following:

- ▶ Project schedule
- ▶ Procurement log
- ▶ Submittal log
- ▶ Work plans for major operations
- ▶ Safety plan
- ▶ Quality plan
- ▶ Staffing plan
- ▶ Permit matrix

During construction, the City will be encouraged to participate in joint tours and performance assessments onsite. This approach further develops partnering through all project personnel levels and provides an added layer of accountability for the project team to accept personal responsibility for the identification of deficiencies and resolution of issues. All HPM management levels actively participate in site visits, audits, and assessments of the quality process.

The foundation of our successful construction performance and prevention of quality control issues is in developing Work Plans that control the means and methods we use to construct each project component. These Work Plans are developed by the project engineer and superintendent executing the work, or for especially complex or critical activities, the Project Manager and Project Executive, and include:

- ▶ Subcontracted vs Self-Performed scope
- ▶ Work means and methods
- ▶ Material and equipment requirements
- ▶ Detailed sequence drawings
- ▶ Quality tests and frequency
- ▶ Construction budget data
- ▶ Schedule goals
- ▶ Hazard analysis
- ▶ Environmental compliance means and methods
- ▶ Manufacturing/supplier data
- ▶ Personnel requirements

[illegible]

Figure 1 - Example HPM Workplan Template

Each work plan will provide a complete description of the task and a plan to manage it safely in an environmentally compliant manner, consistent with quality construction practices. Subcontractors will also generate and distribute work plans for all project participants. Pre-construction meetings are vital in communicating the work plan and providing final review with the project engineer, superintendent, and craft foremen before the packages' release for construction.

## b. Staffing Plan

Each project we undertake includes a staffing plan. The staffing plan will include reference to all project team members, including City and Design staff. A good staffing plan also includes a “zipper plan”, which identifies lines of communication between counterparts within each organization (contractor, designer, and client). This allows communication to happen at the proper level, and in most cases, at the lowest level possible.

### c. Value Engineering

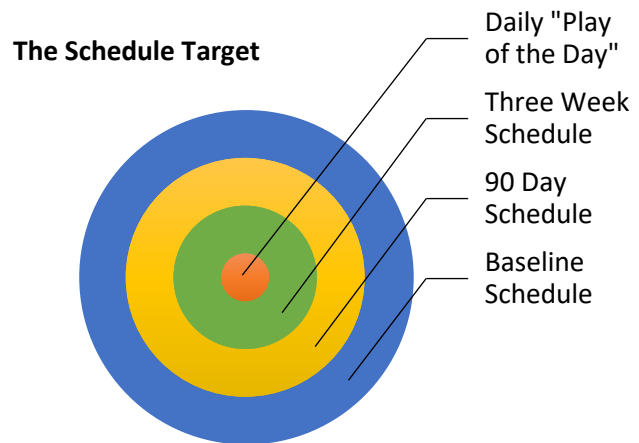
HPM's staff will work with the City to identify potential VE options during each of our projects. HPM has provided valuable VE experience and advice on similar projects, which have allowed for substantial cost savings for our clients. The following examples describe some of our most recent VE suggestions:

| Project/ Owner                                         | Description of Project                                                                                       | Type of Contract | Description of VE Idea                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Approx. Cost Savings |
|--------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| The Refuge at Castle Pines<br><br>McKay Group          | High-end spa with a focus on outdoor water therapy                                                           | CM/GC            | This project was built into a hillside and required several cast-in-place concrete retaining walls. These walls required extensive excavation and embankment to construct. HPM suggested a shotcrete wall solution that was implemented that saved on excavation, embankment, and wall costs.                                                                                                                                                                                                                       | \$300,000            |
| Tollgate Creek Trail<br><br>City of Aurora             | A 2-mile-long concrete trail along the Tollgate Creek with drainage improvements, water crossings, and walls | Design-Bid-Build | HPM bid this project for the City of Aurora and was a second-place bidder. The low bid price exceeded the City's budget and was therefore rejected. Following the bid, HPM reached out to the City to discuss some thoughts we had on how to lower the project cost within the City budget. Such suggestions included alternate wall construction methods, which would yield the same results at a lower cost. The City took our suggestions and is preparing the project for bid again using HPM's VE suggestions. | \$200,000            |
| John Meade Park<br><br>City of Cherry Hills Village    | Natural park and wetland project with nature play, boardwalk, and amphitheater                               | Design-Bid-Build | A major scope of this project involved the excavation and mucking of an existing wetland area and dredging of two existing ponds. HPM worked with the client to reduce the amount of muck haul-off from the wetlands and ponds by mixing this material onsite with other materials to make suitable topsoil for use onsite, thereby saving costly haul and disposal fees.                                                                                                                                           | \$175,000            |
| GSA Data Center<br><br>General Services Administration | Construction of a new Tier 4 secured data center for the Federal Government                                  | Design-Bid-Build | Our team identified two significant VE ideas that were implemented. 1) HPM worked with the designer to make significant changes to the one-line diagram to eliminate and optimize wiring throughout the building. 2) HPM identified support steel structures for personnel access and mezzanines designed above and beyond the project requirements. HPM worked with the structural and mechanical engineers to reduce these structures resulting in substantial savings for the Government.                        | \$125,000            |

#### d. Schedule Management

The ability to create an achievable but aggressive schedule and to follow it throughout the project is the cornerstone of a good contractor. The schedule is the roadmap to the entire project, and contractors who fail to recognize this inevitably run into issues on projects. HPM understands the importance of proper scheduling techniques. Our project managers and superintendents are taught the fundamentals of scheduling early and often. The HPM team has the tools and ability to run full-cost and resource-loaded CPM scheduling. Together with our clients, we will identify the most effective scheduling tools and methodologies for each unique project.

HPM will start with a CPM schedule that is developed on an overview level during the RFP and then fully developed during the preconstruction and GMP phase. Once the baseline CPM is established, updates will be made and submitted as part of the monthly pay application (in the case of a multi-month project). In addition to the monthly CPM updates, the project team will maintain a 90 day look ahead schedule to drill into detail on the CPM schedule for the next three months (for projects of greater than 90 day duration), and a three-week construction schedule that is used to coordinate day-to-day operations, inform the client about required inspections, and coordinate subcontractors. HPM uses multiple platforms for these schedules including Microsoft Project, Excel Schedules, or a filter from the full CPM schedule if the project lends itself to this methodology.



The project team will hold daily meetings onsite for our project personnel to plan out the following day's activities. This meeting is called the daily "play of the day (POD)", and will involve the project manager, superintendent, foreman, and any key subs working on-site that day. These meetings help our team schedule deliveries, coordinate operations and subcontractors, and identify the work to be completed the next shift. Safety and quality are also discussed at each POD meeting. HPM encourages participation in these meetings by City and design personnel, along with inspectors and any other key stakeholders who would like to participate.

## 2. Selection of Subconsultants

HPM has established relationships with several prominent and key subcontractors in a variety of fields in the front range area. These relationships provide us competitive pricing with quality subcontractors who we have established can get the job done on time, safely, and with good quality. The type of subcontractor that we bring on board to our projects will depend largely on the type of project awarded. Upon issuance of an on-call work order, we will first determine which scopes of work will require subcontractor participation, then utilizing standard procedures and solicitation software, we will reach out to key subcontractors to get multiple quotes and coverage as needed, then select the best fit based on a variety of factors, including:

- ▶ Cost
- ▶ Availability
- ▶ Experience and expertise with similar work
- ▶ Quality
- ▶ Schedule performance



### 3. Opportunity for Diversity

HPM strives for inclusion and diversity on our projects, and this is reflected in our past performance of including qualified woman owned businesses, minority owned businesses, small businesses, veteran owned businesses, and other disadvantaged businesses in our projects. We strive to go above and beyond the required minimum.

A case example of this is in our ongoing work with Denver Public Schools. Since 2017, HPM has completed twenty projects for the Denver Public Schools with a total contract value of over \$11 million. The average M/WBE **goal** for these projects over the past three years has been 21.875%. HPM has not only met those goals, but we have far surpassed them. The average M/WBE percentage we have met on our DPS projects over the past three years is 65%! That equates to \$7,338,915 dollars towards the small business community.

The table on the follow page represents each project and its representative contribution.

| Table 1: HPM's History of M/WBE Goal Achievement at DPS                                                                                                                                                                                                                                   |                                                                                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
| Stedman/Smith HVAC Upgrades                                                                                                                                                                                                                                                               | <div> <div style="width: 20%;">20%</div> <div style="width: 80.18%;">80.18%</div> </div> |
| Knapp Elementary School                                                                                                                                                                                                                                                                   | <div> <div style="width: 10%;">10%</div> <div style="width: 70.27%;">70.27%</div> </div> |
| Henry World School Boilers                                                                                                                                                                                                                                                                | <div> <div style="width: 15%;">15%</div> <div style="width: 65.14%;">65.14%</div> </div> |
| All City Stadium East Parking Lot                                                                                                                                                                                                                                                         | <div> <div style="width: 35%;">35%</div> <div style="width: 60.86%;">60.86%</div> </div> |
| 5 School Electrical Upgrades                                                                                                                                                                                                                                                              | <div> <div style="width: 35%;">35%</div> <div style="width: 38.43%;">38.43%</div> </div> |
| Boiler Replacement - 6259                                                                                                                                                                                                                                                                 | <div> <div style="width: 30%;">30%</div> <div style="width: 71.54%;">71.54%</div> </div> |
| Multi-Site Controls - 19-BS-6312                                                                                                                                                                                                                                                          | <div> <div style="width: 15%;">15%</div> <div style="width: 66.89%;">66.89%</div> </div> |
| 3 School HVAC - 19-KN-6258                                                                                                                                                                                                                                                                | <div> <div style="width: 15%;">15%</div> <div style="width: 66.65%;">66.65%</div> </div> |
| <div> <div style="width: 20px; height: 10px; background-color: #808000; display: inline-block;"></div> = M/WBE Participation Goal <div style="width: 20px; height: 10px; background-color: #8B0000; display: inline-block; margin-left: 10px;"></div> = Actual M/WBE Participation </div> |                                                                                          |

HPM's outreach plan on each of our projects is like the approach we took on our DPS projects. The outreach plan starts with an understanding of the scope of work and continues throughout the construction process. Our effort to reach out to qualified M/WBE subs will not end with the bid. Our dedication to the inclusion of diverse business in our projects is evidenced in the example above.

### 4. Implementation Timeline

HPM is capable to mobilize and begin construction in a tight timeline. We have active projects throughout the front range and can adjust resources as necessary to serve the City of Arvada.

### 5. Warranties

HPM will honor all warranties that the City of Arvada requires.



## CITY SUBMITTAL FORMS

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*Photo Caption:*

*Project: Altitude Animal Hospital - New Medical Office Building*

*Owner: Altitude Animal Hospital*

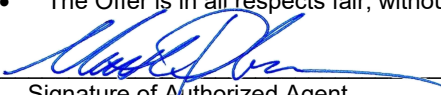
*Contractor: HPM, Inc.*

***"We found [HPM] to be extremely professional, courteous, and thorough...Their communication was excellent from the start of our build through completion. Our project even came in under budget which was a huge help for us. They work hard through Covid-19 to make sure our hospital was completed to perfection." - Karen Todd, Owner***

**REQUIRED VENDOR SUBMITTAL FORM****SUBMITTED BY:**Company Name: HPM, Inc.Contact Names: Sales/Customer Service Matt AdamsAddress: 9781 S Meridian Blvd, Suite 120, Englewood, CO 80112Phone: (720 ) 464-6736 Email(s): matt.adams@hpmcontracting.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:  11/20/2020 35-2578435  
 Signature of Authorized Agent Date FEIN

Matt Adams Vice President matt.adams@hpmcontracting.com  
 Typed/Printed Name of Agent Title of Agent Agent 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: N/A % N/A Days, Net: 30 Days, Accept Visa without additional fee? N/A

**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 #: N/A Item # or Section: N/A

Variance N/A

Page #: N/A Item # or Section: N/A

Variance N/A

Page #: N/A Item # or Section: N/A

Variance N/A

**SUBMITTAL INSTRUCTIONS:**

Qualifications must 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 Qualifications – products & services, implementation timeline and warranties.
- ☐ Completed City 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 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:  
 #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: \_\_\_\_\_

\_\_\_\_\_





## PRICING

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*Photo Caption:*  
*Project: Bank of America at Ralston Creek*  
*Owner: Bank of America US (JLL)*  
*Contractor: HPM, Inc.*

## Hourly Fee Schedule

The costs of services are unknown at the point of this submission as the scope has not been defined. The following tables represent the hourly fees for staff, craft, and equipment.

### Hourly Field Craft Fees

| Craft Labor Type  | Hourly Rate<br>Straight Time | Hourly Rate<br>Overtime |
|-------------------|------------------------------|-------------------------|
| Operator Foreman  | \$79.20                      | \$105.80                |
| Operator          | \$63.50                      | \$88.40                 |
| Carpenter Foreman | \$88.00                      | \$122.40                |
| Carpenter         | \$60.90                      | \$84.70                 |
| Labor Foreman     | \$51.00                      | \$71.00                 |
| Laborer           | \$42.70                      | \$59.40                 |

### Hourly Staff Fees

| Staff Labor Type          | Hourly Rate |
|---------------------------|-------------|
| Project Manager           | \$109.60    |
| Preconstruction Manager   | \$109.60    |
| Assistant Project Manager | \$90.20     |
| Superintendent            | \$105.50    |
| Estimator                 | \$121.70    |
| Project Executive         | \$129.80    |



## Hourly Equipment Fees

| Equipment Type                        | Hourly Operating Rate | Hourly Standby Rate |
|---------------------------------------|-----------------------|---------------------|
| <b>Excavation</b>                     |                       |                     |
| Rubber Tire Backhoe                   | \$111.90              | \$61.90             |
| D4 Dozer                              | \$89.10               | \$57.80             |
| D5 Dozer                              | \$111.40              | \$66.40             |
| D6 Dozer                              | \$165.60              | \$115.60            |
| Excavator (38,000#) - CAT 312         | \$121.20              | \$71.20             |
| Excavator (40,500#) - CAT 316         | \$143.20              | \$93.20             |
| Excavator (57,000#) - CAT 320         | \$166.60              | \$116.60            |
| Excavator (72,500#) - CAT 328         | \$198.70              | \$136.20            |
| Excavator (80,500#) - CAT 336         | \$211.10              | \$146.20            |
| <b>Grading</b>                        |                       |                     |
| 14 Motorgrader                        | \$250.20              | \$187.80            |
| Tracked Skid Steer                    | \$68.40               | \$37.20             |
| Loader - CAT 924                      | \$106.20              | \$71.20             |
| Loader - CAT 936                      | \$133.50              | \$96.00             |
| Loader - CAT 950                      | \$165.50              | \$121.80            |
| Loader - CAT 966                      | \$219.60              | \$163.30            |
| Loader - CAT 980                      | \$267.80              | \$199.10            |
| Loader - CAT IT28                     | \$106.30              | \$68.80             |
| Skip Loader/Gannon Box                | \$61.30               | \$41.30             |
| <b>Compaction</b>                     |                       |                     |
| 3-5 Ton Vibratory Smooth Drum Roller  | \$56.90               | \$34.40             |
| 5-8 Ton Vibratory Smooth Drum Roller  | \$85.30               | \$57.80             |
| 8-10 Ton Vibratory Smooth Drum Roller | \$105.60              | \$74.30             |
| 54" Vibratory Sheepsfoot Roller       | \$79.90               | \$48.70             |
| 66" Vibratory Sheepsfoot Roller       | \$114.90              | \$67.40             |
| 84" Vibratory Sheepsfoot Roller       | \$148.40              | \$92.20             |
| Walk Behind Sheepsfoot Roller         | \$47.50               | \$35.00             |
| <b>Material Handling</b>              |                       |                     |
| 4K Forklift                           | \$42.20               | \$23.40             |
| 6K Forklift                           | \$42.20               | \$23.40             |
| 12K Forklift                          | \$61.90               | \$30.70             |
| <b>Trucks/Miscellaneous</b>           |                       |                     |
| 20' Manlift                           | \$40.80               | \$22.10             |
| Pickup Truck                          | \$19.20               | \$13.00             |
| Vacuum Trailer                        | \$100.10              | \$68.80             |
| Vacuum Truck                          | \$193.20              | \$130.70            |
| 2K Gallon Water Truck                 | \$65.00               | \$27.50             |
| 4K Gallon Water Truck                 | \$146.30              | \$96.30             |
| Light Plant                           | \$18.20               | \$6.90              |





# INSURANCE

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*Photo Caption:*  
*Project: Village Green Park*  
*Owner: City of Greenwood Village*  
*Contractor: HPM, Inc.*



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                           | <b>CERTIFICATE OF LIABILITY INSURANCE</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | DATE (MM/DD/YYYY)<br>12/31/2020      12/18/2019                                                                                                                                                                                    |                         |                               |                                                                                                                                                                                                                                                 |                                               |       |                                                   |       |                                                       |       |                                                 |   |             |  |             |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|-------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|-------|---------------------------------------------------|-------|-------------------------------------------------------|-------|-------------------------------------------------|---|-------------|--|-------------|--|
| 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 rights to the certificate holder in lieu of such endorsement(s).                                                                                                         |                                                                                                                                                                                                                                                                                                                           |                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                    |                         |                               |                                                                                                                                                                                                                                                 |                                               |       |                                                   |       |                                                       |       |                                                 |   |             |  |             |  |
| <b>PRODUCER</b> Lockton Companies<br>8110 E Union Avenue<br>Suite 700<br>Denver CO 80237<br>(303) 414-6000                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                           |                                           | <b>CONTACT</b><br>NAME:<br>PHONE (A/C, No, Ext):<br>FAX (A/C, No):<br>E-MAIL:<br>ADDRESS:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                    |                         |                               |                                                                                                                                                                                                                                                 |                                               |       |                                                   |       |                                                       |       |                                                 |   |             |  |             |  |
| <b>INSURED</b><br>1460697 HPM, Inc.<br>9200 E Mineral Ave, Suite 355,<br>Centennial, CO 80112                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                           |                                           | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : American Zurich Insurance Company</td> <td>40142</td> </tr> <tr> <td>INSURER B : American Guarantee and Liab. Ins. Co.</td> <td>26247</td> </tr> <tr> <td>INSURER C : Travelers Property Casualty Co of America</td> <td>25674</td> </tr> <tr> <td>INSURER D : Sirius International Ins Corp Group</td> <td>0</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 : American Zurich Insurance Company | 40142 | INSURER B : American Guarantee and Liab. Ins. Co. | 26247 | INSURER C : Travelers Property Casualty Co of America | 25674 | INSURER D : Sirius International Ins Corp Group | 0 | INSURER E : |  | INSURER F : |  |
| INSURER(S) AFFORDING COVERAGE                                                                                                                                                                                                                                                                                                                                                                                                                                                             | NAIC #                                                                                                                                                                                                                                                                                                                    |                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                    |                         |                               |                                                                                                                                                                                                                                                 |                                               |       |                                                   |       |                                                       |       |                                                 |   |             |  |             |  |
| INSURER A : American Zurich Insurance Company                                                                                                                                                                                                                                                                                                                                                                                                                                             | 40142                                                                                                                                                                                                                                                                                                                     |                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                    |                         |                               |                                                                                                                                                                                                                                                 |                                               |       |                                                   |       |                                                       |       |                                                 |   |             |  |             |  |
| INSURER B : American Guarantee and Liab. Ins. Co.                                                                                                                                                                                                                                                                                                                                                                                                                                         | 26247                                                                                                                                                                                                                                                                                                                     |                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                    |                         |                               |                                                                                                                                                                                                                                                 |                                               |       |                                                   |       |                                                       |       |                                                 |   |             |  |             |  |
| INSURER C : Travelers Property Casualty Co of America                                                                                                                                                                                                                                                                                                                                                                                                                                     | 25674                                                                                                                                                                                                                                                                                                                     |                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                    |                         |                               |                                                                                                                                                                                                                                                 |                                               |       |                                                   |       |                                                       |       |                                                 |   |             |  |             |  |
| INSURER D : Sirius International Ins Corp Group                                                                                                                                                                                                                                                                                                                                                                                                                                           | 0                                                                                                                                                                                                                                                                                                                         |                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                    |                         |                               |                                                                                                                                                                                                                                                 |                                               |       |                                                   |       |                                                       |       |                                                 |   |             |  |             |  |
| INSURER E :                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                           |                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                    |                         |                               |                                                                                                                                                                                                                                                 |                                               |       |                                                   |       |                                                       |       |                                                 |   |             |  |             |  |
| INSURER F :                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                           |                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                    |                         |                               |                                                                                                                                                                                                                                                 |                                               |       |                                                   |       |                                                       |       |                                                 |   |             |  |             |  |
| <b>COVERAGES      CERTIFICATE NUMBER: 15985302      REVISION NUMBER: XXXXXXXX</b>                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                           |                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                    |                         |                               |                                                                                                                                                                                                                                                 |                                               |       |                                                   |       |                                                       |       |                                                 |   |             |  |             |  |
| 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 INSD                                 | SUBR WVD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | POLICY NUMBER                                                                                                                                                                                                                      | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY)       | LIMITS                                                                                                                                                                                                                                          |                                               |       |                                                   |       |                                                       |       |                                                 |   |             |  |             |  |
| A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: | N                                         | N                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | GLA-6445878                                                                                                                                                                                                                        | 12/31/2019              | 12/31/2020                    | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |                                               |       |                                                   |       |                                                       |       |                                                 |   |             |  |             |  |
| A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY                    | N                                         | N                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | GLA-6445878                                                                                                                                                                                                                        | 12/31/2019              | 12/31/2020                    | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$ XXXXXXXX<br>BODILY INJURY (Per accident) \$ XXXXXXXX<br>PROPERTY DAMAGE (Per accident) \$ XXXXXXXX<br>\$ XXXXXXXX                                             |                                               |       |                                                   |       |                                                       |       |                                                 |   |             |  |             |  |
| B                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b><br><input type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$                                                                                                                                                    | N                                         | N                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | AUC-6447398                                                                                                                                                                                                                        | 12/31/2019              | 12/31/2020                    | EACH OCCURRENCE \$ 10,000,000<br>AGGREGATE \$ 10,000,000<br>\$ XXXXXXXX                                                                                                                                                                         |                                               |       |                                                   |       |                                                       |       |                                                 |   |             |  |             |  |
| A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                             | Y/N<br>N                                  | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | WC-6445879                                                                                                                                                                                                                         | 12/31/2019              | 12/31/2020                    | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                       |                                               |       |                                                   |       |                                                       |       |                                                 |   |             |  |             |  |
| C                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Leased/Rented Lmt                                                                                                                                                                                                                                                                                                         | N                                         | N                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | QT6603N073884TIL19                                                                                                                                                                                                                 | 12/31/2019              | 12/31/2020                    | Limit:\$500K                                                                                                                                                                                                                                    |                                               |       |                                                   |       |                                                       |       |                                                 |   |             |  |             |  |
| D                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Installation Floater                                                                                                                                                                                                                                                                                                      |                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | CPPL0001592-0                                                                                                                                                                                                                      | 12/31/2019              | 12/31/2020                    | Limit:\$1M                                                                                                                                                                                                                                      |                                               |       |                                                   |       |                                                       |       |                                                 |   |             |  |             |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Prof/Poll                                                                                                                                                                                                                                                                                                                 |                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                    |                         |                               | \$5M per Occ/Agg                                                                                                                                                                                                                                |                                               |       |                                                   |       |                                                       |       |                                                 |   |             |  |             |  |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                           |                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                    |                         |                               |                                                                                                                                                                                                                                                 |                                               |       |                                                   |       |                                                       |       |                                                 |   |             |  |             |  |
| <b>CERTIFICATE HOLDER</b><br>15985302<br>For Evidence Only                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                           |                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>CANCELLATION</b> See Attachments<br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE |                         |                               |                                                                                                                                                                                                                                                 |                                               |       |                                                   |       |                                                       |       |                                                 |   |             |  |             |  |





9781 S. Meridian Blvd, Suite 120, Englewood, CO 80112 | [www.hpmcontracting.com](http://www.hpmcontracting.com)



## REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM  
8.A.2.

TO: THE HONORABLE CITY COUNCIL

DATE: January 25, 2021

SUBJECT: R21-014 A Resolution Authorizing an Agreement Between the City of Arvada and C & L Water Solutions, Inc. for On-Call Development Infrastructure Warranty Repairs Services

### **Report in Brief**

As a continuation of our process improvement efforts surrounding development warranty and development escrow management, this on-call service contract is being proposed so if deficient infrastructure work is identified and a developer/contractor is unable or unwilling to complete needed repairs, the City can quickly procure and complete said repairs using development escrow funds as outlined in Article V, Sec. 78-298 of the Arvada City Code.

The Arvada team recommends that the City Council approve R21-014, A Resolution Authorizing an Agreement Between the City of Arvada and C & L Water Solutions, Inc. for On-Call Development Infrastructure Warranty Repairs Services.

### **Financial Impact**

No financial impacts are anticipated. The cost of services will be paid using Development Warranty Escrow funds provided by the Developer/Contractor.

### **Background**

The proposed series of agreements, including this agreement with C & L Water Solutions, Inc., provides options to quickly bid and contract for development infrastructure warranty repairs that are not completed by a developer/contractor in accordance with City Ordinances, rules, and policies. Earlier in 2020, changes to Article V, Sec. 78-298 of the Arvada City Code were approved by Council to establish an escrow amount of 100% of the cost of public improvements for developments to reduce the City's exposure in cases of deficient or incomplete development. It is expected that this change will encourage timely completion of infrastructure and reduce protracted repair timelines and delayed warranty start times as well. We expect contracting for warranty repairs with on-call firms will be infrequent but we want to be prepared if these services are required.

### **Discussion**

Implementation of the On-Call Development Infrastructure Warranty Repairs Services requires the engagement of one or more General Right-of-Way contractors that can complete public infrastructure warranty repairs as needed. In association with this requirement, the City conducted a solicitation through a Request of Qualifications (RFQ). C & L Water Solutions, Inc. submitted a Statement of Qualifications that represented their experience, expertise and abilities to meet the requirements of the RFQ. The scope of work that would be required to implement On-Call Development Infrastructure Warranty Repairs includes excavation and sub-grade corrections, asphalt paving and patching, concrete curb, gutter, cross pans, and sidewalk repairs, park, trail and park infrastructure repairs, landscaping and other similar repairs commonly associated with public infrastructure that is provided within developments.

The Arvada team believes that Council approval of this resolution authorizing the agreement as described herein will support the City's responsibility to ensure the construction of high quality public infrastructure in a timely and responsive manner. Please note that there are six resolutions on the January 25 agenda which, if approved, will provide the City with six on call

service contracts. Engaging six separate contractors will provide the City with the capacity to address warranty issues in a timely manner and the diversity necessary to address the unique circumstances of a development project.

**Public Contact**

Posting of Council agenda

**Commission Recommendation**

N/A.

**Strategic Alignment**

The recommended action supports the following Strategic Results within the Community and Economic Development and Infrastructure Priority Areas of the City Council Strategic Plan:

*95% of development approvals conform to the City's Comprehensive Plan.*

*The engineering standards and City Code framework will be updated.*

**Alternative Courses of Action**

N/A.

**Recommendation for Action**

The Arvada team recommends that the City Council approve R21-014, A Resolution Authorizing an Agreement Between the City of Arvada and C & L Water Solutions, Inc. for On-Call Development Infrastructure Warranty Repairs Services.

**Suggested Motion:**

I move that R21-014, A Resolution Authorizing an Agreement Between the City of Arvada and C & L Water Solutions, Inc. for On-Call Development Infrastructure Warranty Repairs Services, be (approved) (rejected).

Prepared by:

Brita Van Horne, Deputy Director of Community & Economic Development

Reviewed by:

Approved by:

|                                                                      |            |
|----------------------------------------------------------------------|------------|
| Josie Suk, Development Systems and Administrative Manager            | 12/10/2020 |
| Brita Van Horne, Deputy Director of Community & Economic Development | 12/21/2020 |
| Ryan Stachelski, Director of Community and Economic Development      | 12/22/2020 |
| Hannah Gregory, Legal Administrative Assistant                       | 12/22/2020 |
| Gail Walker, Legal Specialist-Contracts                              | 12/22/2020 |



**SUBJECT:** R21-014 A Resolution Authorizing an Agreement Between the City of Arvada and C & L Water Solutions, Inc. for On-Call Development Infrastructure Warranty Repairs Services

**PAGE:** 3  
**ITEM:** 8.A.2.

Emily Grogg, Senior Assistant City Attorney

12/22/2020

Rachel Morris, City Attorney

1/13/2021

Lorie Gillis, Deputy City Manager

1/13/2021

Mark Deven, City Manager

1/14/2021

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R21-014

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN  
THE CITY OF ARVADA AND C & L WATER SOLUTIONS, INC.  
FOR ON-CALL DEVELOPMENT INFRASTRUCTURE  
WARRANTY REPAIRS SERVICES

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 C & L Water Solutions, Inc. for on-call development infrastructure warranty repairs services.

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

APPROVED AND ADOPTED this 25th day of January, 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 C & L  
WATER SOLUTIONS, INC. FOR ON-CALL DEVELOPMENT  
INFRASTRUCTURE WARRANTY REPAIRS SERVICES**

- 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 C & L Water Solutions, Inc. whose place of business is located at 12249 Mead Way, Littleton, Colorado 80125 (“Contractor”).
- 2. RECITALS AND PURPOSE.**
  - 2.1. Arvada requires a qualified firm to provide on-call construction services for completing development infrastructure warranty repairs, including but not limited to excavation and subgrade corrections, asphalt paving and patching, concrete curb, gutter, cross pans, and sidewalks, water distribution system repairs, wastewater collection system repairs, stormwater management system repairs, park trail and park infrastructure repairs, landscaping, and other associated infrastructure repairs.
  - 2.2. Arvada will require these on-call services when warranty punch list items are not completed by the required developer or contractor permitted by Arvada. Pursuant to Arvada City Code Chapter 78, Public Improvements, Arvada has the right to complete or repair unfinished work using the security that is required for permits issued by Arvada.
  - 2.3. Due to the uncertainty of when or if these projects will arise and the wide variety of types of work that will be required to complete the warranty repairs, Arvada requires multiple contractors to be available on an as needed basis.
  - 2.4. On or about October 30, 2020, Arvada issued a Request For Qualifications for Development Infrastructure Warranty Repairs, RFQ-20-Development Infrastructure Warranty Repairs seeking proposals from qualified firms to provide professional services described in Sec. 2.1 (“the Work”).
  - 2.5. Contractor has extensive experience in providing on-call construction services, specializing in water, sewer and storm sewer installation, repair and rehabilitation services for municipalities throughout Colorado. On or about November 20, 2020, Contractor submitted its Response to Arvada’s RFQ (“Response”).
  - 2.6. 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.
  - 2.7. 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 RFQ-20- Development Infrastructure Warranty Repairs;  
and

Exhibit 2: Contractor's Response, including standard pricing.

All exhibits referred to in this Agreement are attached hereto and are, by reference, incorporated herein for all purposes. 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 Contractor's proposed project timeline in its Proposal, 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 **four** 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 RFQ, 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. If a project becomes necessary for Arvada to complete or repair, Arvada and Contractor shall agree to an amendment to this Agreement to set the specific project requirements and compensation. At the time of amendment, Contractor may be required to deliver a performance and payment bond, executed by a surety company authorized to do business in the state, in an amount equal to 100 percent of the price specified in the amendment. 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 Brita Van Horne as Arvada's Project Manager. Ms. Van Horne 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 Manager(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 RFQ requirements, and agrees to be bound by those terms and conditions with the following amendment:

12.1. Arvada's RFQ on page nine is amended in the paragraphs under number 20. Scope of Work will be defined and negotiated through an amendment to this Agreement and not as a Purchase Order as previously described in the RFQ. Signing authority and approval will be pursuant to Arvada's Purchasing ordinance. The rest of the unnumbered paragraphs on page 9 remain unchanged.

**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. PERFORMANCE MEASURES.** The Performance Measures for this Agreement shall be determined at the time that a project is awarded to Contractor and shall be included in the amendment.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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 \_\_\_\_\_, 20\_\_\_\_.

**CITY OF ARVADA**, a Colorado home rule  
municipal corporation

\_\_\_\_\_  
Marc Williams  
8101 Ralston Road  
Arvada, CO 80002

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: \_\_\_\_\_

**C & L WATER SOLUTIONS, INC.**

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Christopher Larson, Chief Operations Officer  
12249 Mead Way  
Littleton, Colorado 80125

**EXHIBIT 1**  
**AN AGREEMENT BETWEEN THE CITY OF ARVADA AND C &**  
**L WATER SOLUTIONS, INC. FOR ON-CALL DEVELOPMENT**  
**INFRASTRUCTURE WARRANTY REPAIRS SERVICES**



## REQUEST FOR QUALIFICATIONS

**RFQ #:** RFQ-20- Development Infrastructure Warranty Repairs

**Title:** Development Infrastructure Warranty Repairs

**RFQ Issued:** 10/30/2020

**Informational Meeting:** N/A

**Question Deadline:** 11/11/2020 12:00 p.m. local time  
Questions and responses will be posted on BidnetDirect.com

**Qualifications Due By:** 11/20/2020 12:00 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 award.

**For additional information, contact:** Please submit questions on Bidnetdirect.com

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     |
| Insurance Requirements                              | page 6     |
| Administrative instructions and Evaluation Criteria | page 7     |
| Scope of Work                                       | page 7     |
| Submittal Forms and Checklist                       | page 10-11 |
| Attachments/Exhibits                                |            |

## 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. 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 vendor. 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 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.

**2. 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 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. 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.

**4. 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.

## 5. 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 and the Cooperative Educational Purchasing Council (CPEC).

We hereby request that any member of MAPO/CPEC be permitted to avail itself of this contract and purchase, as specified by the contract resulting from this RFQ, 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.

## 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 \$2,000,000, 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 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 ESTABLISH A CONTRACT:**

The purpose of this Request for Qualifications is to provide vendors 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 vendor.

Submitted documents are proprietary working documents offered by prospective vendors 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) 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.
- 2) The only authorized version of this Solicitation and addenda is available at [WWW.BIDNETDIRECT.COM](http://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 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 RFQ 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*
- 2) *Project Team Experience*
- 3) *Project Approach*
- 4) *Price/rate sheet for on-call services (most large projects will be quoted among the pre-qualified group anticipated to be 3-5 contractors).*

### **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**

The City of Arvada is requesting qualifications from qualified General Right-of Way Contractors to provide on-call construction services for completing development infrastructure warranty repairs including but not limited to excavation and subgrade corrections, asphalt paving and patching, concrete curb, gutter, cross pans, and sidewalks, water distribution system repairs, wastewater collection system repairs, stormwater management system repairs, park trail and park infrastructure repairs, landscaping, and other associated development infrastructure repairs.

Quantities may vary widely from development to development and will be bid per project. Prices for work requiring excavation must include third party compaction testing and reports. Asphalt and concrete work must include third party testing and reports showing materials are in compliance with approved designs and City Standards. Alterations to stormwater detention capacities will require verification of compliance with the approved design by providing a pond certification letter from a Licensed Professional Engineer in the State of Colorado.

### **Scope of Work**

The following is a list of the types of services and projects to be performed which may encompass replacement, rehabilitation, repair, improvement, and new construction.

While it identifies several services that are anticipated to be required, it may not be all inclusive of the types of services to be performed.

1. Repair of underground water distribution system pipelines;
2. Repair or replacement of water distribution, wastewater and stormwater appurtenances such as but not limited to manholes, valves, water meters, air vacs, fire hydrants, cathodic protection, etc.;
3. Repair of underground wastewater collection system pipelines and service connections;
4. Construction or repair of stormwater management systems including pipelines, curb inlets, open channels, structures, ponds and other storage facilities;
5. General site work including clearing and grubbing, excavation of backfill, earth moving, compaction, and soil disposal;
6. Pavement including asphalt and concrete paving and patching including excavation and compaction in areas of subsidence;
7. Concrete curb and gutter and cross pan removal and replacement, and general flatwork replacement including but not limited to sidewalks and ramps;
8. Construction or repair of park trail or park infrastructure elements;
9. Installation or repair of landscaping elements in the rights-of-way or easements;
10. Repair of other infrastructure as shown on the approved construction drawings for the development.

Construction services may include the following:

1. Construction schedule preparation;
2. Construction cost estimation;
3. Site supervision;
4. Applicable construction permits;



5. Stormwater management/management plan;
6. Site protection and security;
7. Traffic control;
8. Bypass pumping;
9. Groundwater management pumping;
10. Pavement demolition;
11. Concrete patching and paving;
12. Concrete flatwork;
13. Asphalt patching and paving;
14. Earthwork, clearing and grubbing, earth moving, backfill, compaction, disposal;
15. Riprap installation;
16. Pipeline installation for water distribution, wastewater and stormwater collection;
17. Manhole and vault installations;
18. Use of trenchless technologies;
19. Warranty and management of project safety and quality control;
20. Other related services as mutually agreed by the parties.

The City intends to award a contract to two or more contractors to provide the services outlined in this RFQ and such other related services as required. The resulting Agreement(s) will have an initial term of one (1) year and may be extended at the City's option for additional one year periods not to exceed four (4) additional one year periods, subject to mutual agreement by both parties. At the City's discretion, it may choose not to incorporate one or more portions of the general scope of services described in this RFQs into any contract(s) executed pursuant to this RFQ.

Work will be on an as-needed basis with the Scope of Work to be defined, Work Orders negotiated, and Purchase Orders issued prior to commencement of any work. The cumulative total of each project associated with this RFQ shall not exceed \$300,000.

Any project exceeding a cumulative total of \$300,000 requires prior written approval by the Purchasing Director and only after such exception has been determined to be in the City's best interest.

Subcontractor information will be requested at the time a Work Order is scoped and should not be included in response to this RFQ.

## 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 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 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
- ☐ Cover & Executive Summary.
- ☐ Detail Firm's and employees' Capabilities, Experience, Licensing, and Compliance Status.
- ☐ Details of Qualifications – products & services, implementation timeline and warranties.
- ☐ Completed City 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 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:  
#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: \_\_\_\_\_

\_\_\_\_\_

**EXHIBIT 2**  
**AN AGREEMENT BETWEEN THE CITY OF ARVADA AND C &**  
**L WATER SOLUTIONS, INC. FOR ON-CALL DEVELOPMENT**  
**INFRASTRUCTURE WARRANTY REPAIRS SERVICES**



# Proposal

RFQ – 20 - Development Infrastructure Warranty Repairs

City of Arvada

11-20-2020

Exhibit 2

## Contents

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RE: RFQ –20 – Development Infrastructure Warranty Repairs

Dear Proposal Review Committee,

Based in Littleton, CO, C&L Water Solutions, Inc. opened its doors in 1979, and has become well known as a heavy civil utility contractor providing 24/7/365 service for water, sewer and storm sewer installation, repair and rehabilitation services for cities and municipalities throughout Colorado and most of Utah. Originally focused on open-cut methods and being an on-call provider for over 40 water and sewer districts and cities, we have also incorporated into a leader of the latest technologies in the trenchless industry.

We feel we are an excellent fit for the scope of work and contractor the City is looking for. Our qualifications include:

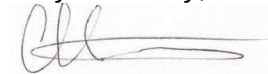
1. On-call emergency response (24/7/365) for water and sewer: we carry three fully equipped crews to respond to emergencies of any size with a fleet of our own equipment, shoring, inventory of standard repair parts and pipe as well as bypass pumps and pipe. All three of the supervisors have experience in excess of 10 years. C&L has been performing repair and replacement work on water and sewer appurtenances since 1979.
2. Open Cut Services for water, sewer and storm: we are fully capable to handle any water and sewer mainline installation or replacement.
3. Repair crews for maintenance, inspection and repair of water and sewer appurtenances. We perform asset inspections and maintenance for many of our customers. We can repair, replace and rebuild fire hydrants, valve packing, valve cut-ins, meter replacements, transponders, curb stops, corps, etc.
4. Trenchless Services to include: UV Cured CIPP lining for water and sewer lines, trenchless point repairs, pipe bursting, grouting, lateral connection repair and lining, manhole rehabilitation, manhole or structure inserts, slip lining and bypass pumping for both water and sewer.
5. Services that are subcontracted out include erosion and seeding, concrete paving and curb work, major traffic control, and asphalt patch work.

This is what separates us from our competition. We are positioned to provide multiple services under one roof to drive value up and costs down.

We are available for interviews

Thank you for this great opportunity and we look forward to working with you in the future!

Very Sincerely,



Chris Larson, COO

## A. Company Information

### Company Experience and Qualifications

| Description                                                                                                           | Experience (yrs) | Self-Perform/Sub |
|-----------------------------------------------------------------------------------------------------------------------|------------------|------------------|
| <b>Open Cut</b> - Full replacements, installs, asset repairs and replacements                                         | 41               | Self-Perform     |
| <b>Services Division</b> - Leak location, asset inspection, repair, and maintenance                                   | 41               | Self-Perform     |
| <b>24/7/365 Emergency Response Services</b>                                                                           | 41               | Self-Perform     |
| <b>Vacuum excavation and other services</b>                                                                           | 31               | Self-Perform     |
| <b>UV Cured CIPP</b> – Fiberglass and Felt Based Liners                                                               | 13               | Self-Perform     |
| <b>UV Cured CIPP</b> - Fiberglass Potable (NSF) and Pressure (Non-NSF)                                                | 4                | Self Perform     |
| <b>Pipe Bursting</b> - Water and Sewer, static and pneumatic                                                          | 13               | Self-Perform     |
| <b>Slip Lining</b> – Fusible PVC, HDPE, FRP Pipe, storm and sewer                                                     | 9                | Self-Perform     |
| <b>Quadex Lining System:</b> Geopolymer spin cast rehabilitation of large diameter storm pipes and manhole structures | 2                | Self-Perform     |
| <b>Chemical Grouting</b> – Pipe Joints, Laterals and Structures                                                       | 9                | Self-Perform     |
| <b>Lateral Connection Rehabilitation</b> - LMK T-Liner Process for connections and lateral pipe lining                | 13               | Self-Perform     |
| <b>Lateral pipe lining</b> - Residential or Commercial from the cleanout using steam or UV cure                       | 3                | Self-Perform     |
| <b>Manhole Rehabilitation</b> – Structural Inserts, Epoxy Coating                                                     | 7                | Self-Perform     |
| <b>Cured in Place Point Repairs</b> – Sectional Repairs                                                               | 8                | Self-Perform     |
| <b>Bypass Pumping, Temporary water service and Dewatering systems</b> - In house, we are a Global Pump Dealer.        | 14               | Self-Perform     |

1. **Firm Size:** All staff concerned, we are 87 people total. We have 17 administrative and project staff and 70 field staff.

2. **Office Locations**

- Headquarters - C&L Water Solutions, CO. 12249 Mead Way, Littleton, CO 80125
- Branch Office – C&L Water Solutions, UT. 1178 West 17<sup>th</sup> Street, Marriott Slaterville, UT 84404

3. **Primary Contact Information**

RFP Contact:  
 Christopher Larson  
 clarson@clwsi.com  
 303-931-1829  
 12249 Mead Way  
 Littleton, CO 80125  
[www.clwsi.com](http://www.clwsi.com)

4. **Licensing:** We should have a current license with the City, otherwise we will renew it immediately.
5. **Vendor Submittal Form:** See Exhibits

## B. Products and Services, Qualifications

### A. Detailed Process Narrative

In all the instances described below, C&L performs these services turnkey, from the permitting process to patch-back and cleanup.

#### a. **Underground Water Infrastructure Replacement or Rehabilitation**

C&L has been replacing, installing and rehabilitating various diameter water pipeline infrastructure since its inception in 1979. Some items that may stand us apart are:

- i. We have the in-house capacity and components to run temporary water of any diameter needed.
- ii. We have experience in running advanced condition assessment technology and ice-pigging cleaning techniques through our supply chain.
- iii. C&L has experience using static pipe bursting for trenchless replacement of water lines.
- iv. C&L has the capability to line high pressure potable waterlines from 8" to 54" with an NSF 61 approved CIPP liner, all within its own resources.
- v. C&L has a 755 Vermeer Trencher for water line installation in rock and other hard soils.
- vi. We love complicated vault and pipe projects for PRVs, Butterfly Vaults, Pump Stations, Etc.









b. **Repair or Replacement of Utility Appurtenances**

- i. We have Class I to IV Operators on staff, and several districts under our responsibility and charge.
- ii. C&L routinely perform appurtenance replacement/repair programs for our customers, to include but are not limited to:
  1. Valves R&R and Valve Packing Repairs – All valve types
  2. Blow-offs – all types
  3. Water Meters (all sizes) and Water Meter Transponders/Replacement programs or repair.
  4. Service Line Pulling/Replacement - Lead/Poly etc.
  5. Backflow Preventers/RPZ Devices
  6. Fire hydrant component repairs and partial/full replacements
  7. PRV Repairs/Replacements
  8. AC pipe removal and repairs
  9. ARV Repairs/Replacements
  10. Cathodic Protection – Diode Replacement/New Install
  11. Repair Clamp use, all types
  12. Sewer lift station repairs, all pumps (turbine, centrifugal etc), soft starts/VFDs, and power sources
  13. Pump Stations
  14. Sewer Repairs/Manhole Repairs/Replacements
  15. Turn Key Bypass Pumping/Temporary Water
  16. Potholing
  17. Line Freezing
  18. Appurtenance Inspections and Maintenance/Exercise Programs









c. **Construction of New or Rehabilitation of Wastewater Systems**

- i. C&L has extensive experience with removal and replacement and new construction of sanitary sewer pipelines and service connections.
- ii. Some items that may also stand us apart from our competition are:
  1. We run our own entire bypass systems up to 100 MGD with our own pump and pipe. This will reduce cost to the owner due to unforeseen delays or other issues as we control the cost.
  2. We are one of, if not the only contractor in Colorado with in house Pneumatic pipe bursting capabilities up to 30". This includes reversible heads, which prevent the excavation of a receiving pit. This technology is handy in bursting into busy cross streets or out of alleys.
  3. We have UV cured CIPP Lining capabilities in house. We carry a revolving 6-month inventory of CIPP liner in 8", 10" and 12" for emergency response on-call purposes. Having the option to dig, pipe-burst, or CIPP line within the same project provides options and cost saving flexibility.







- d. **Construction of New or Rehabilitation of existing Stormwater Management Systems**
  - i. As a company, we have many existing on-call and service agreements with storm water related agencies such and Douglas County.
  - ii. We are on call and bid on various storm water projects for our clients, of which projects have included but are not limited to:
    - 1. Detention/Retention Facilities
    - 2. Storm water pipe installations to include RCP/CBC/CMP/ADS and Ductile Iron Pipe.
    - 3. Storm water pre-cast and cast-in place structures and vaults to include inlets, junction boxes, diffusion structures, vortex vaults, manholes, channel-work, rip-rap (grouted and soiled), and erosion control implements.



e. **General Site Excavation**

- i. When requested or required by the contract, C&L has the capacity for clearing and grubbing and performing large or small earthwork projects.





f. **Pavement and Concrete Restorations**

- i. While we are limited in house for this service, we have several key subcontractors that we use as a part of our projects. Those include Metro Pavers for concrete and asphalt restoration, MLL and Osage Construction for our precast structures and headwalls.

g. **Stream Dredging**

- i. While we do not have a strong resume for this kind of work outside of small creeks and streambeds, we can perform this type of work as required.

h. **Installation of Cathodic Protection Systems**

- i. C&L has experience with installing Cathodic protection stations, replacing Diodes and welding jumpers for pipeline protection.

i. **Emergency On Call**

- i. This service is the Core of C&L. C&L has been on call for the last 41 years in business, since before cell phones. We have an emergency response line set up 24/7/365 to respond day or night on any size emergency. We have responded to small repairs and repairs on large diameter pipe, which have made the nightly news.





## B. Project Management

### Team Communication

When awarded a project we assign a team to the City. The team consists of a Project Manager (PM), Superintendent, Foreman and appropriately sized crew. The assignment is delivered in the form a submittal: Project Team Submittal. The project team submittal includes the names and contact information of the PM, Superintendent, and Foreman. It also includes the names of all of the crew members and their trained positions. We also include the administrative contact information for billing and contract management. Lastly, we include our 24/7/365 emergency contact information for the City use should someone need to be contacted after hours.

### Submittals and Work Plan

As stated in the technical process, we will provide turnkey service on all submittals to include layout, laydown, work breakdown structures, TCP, SWPPP, bypass, subcontracts, patch-back, product data, and construction schedules.

### Project Team

Our Project staff, which includes the Foreman, Superintendent and Project Manager, understand the importance of planning the work and working the plan. More importantly, we understand that the better we communicate our plan and any changes there-to, the more smiling faces we will see. We also understand that communication to residents in terms of the work that is going to take place and disrupt the community is just as important. With our team, everyone is a customer service representative. Just ask our references on how our crews handle their work zones.

### Production, Value Engineering and Progress Updates

Daily reports are provided to the City PM and weekly schedules are provided at routine progress update meetings (if desired by the city). If C&L sees an opportunity, where an alternate method or an opportunity to save the City money, we will propose these items in writing and at the progress meetings. We produce the agenda's for the meetings to ensure an efficiently conducted meeting. Billings are submitted for approval at month end.



## Problems

Unless we do not see it first, we will be the first to point out problems and propose a fix through the RFI process. We want everyone to be happy and we love small or no punch-lists.

## Project Close-Out and Warrantees

The project can be closed out to the standards of the City. Warrantee terms for our products and services are per the contract and can be bonded the same. Some of our products, such as our manhole inserts and LMK T-Liners come with manufacturer back warrantees. Our inserts for example come with 25 year and 50 year warranties for the 3/5 layer variants.

### C. Communication/Time Line

| Communication Type                         | Method to City PM                                            | Timeline                                                                   |
|--------------------------------------------|--------------------------------------------------------------|----------------------------------------------------------------------------|
| Contracts                                  | Email, Mail and Phone                                        | Within the contract requirements                                           |
| Bonds                                      | Mail                                                         | Within the contract requirements                                           |
| Submittals                                 | Email, Mail, in Person, Submittal Logs                       | By Construction schedule, usually 10 days                                  |
| Meetings (progress, pre-construction, PAM) | In person, Webex (if needed) Agenda and Minutes              | Once per week                                                              |
| Community Outreach                         | In Person Meeting                                            | One or more as needed per project. Example: Hospitals and schools          |
| Community Notice                           | Paper Notices and In Person Notices                          | Usually one week out, and then 24 to 48 hours or more frequently as needed |
| Problems/Changes                           | Phone, Writing/Email RFI Process                             | Immediately                                                                |
| Injury Accident/Spills etc.                | Emergency Response Plan implementation – Call and in Writing | Immediately to all entities as outlined in plan                            |

### D. Project Schedule Development and Maintenance

C&L develops our schedules from right to left. We start with the end date the owner wishes to produce the project by and build to the left. If we cannot fit the schedule into the time allotted, we have productive dialogue with the owner on how we can either get creative with the scope of work, look for concurrent activities, adding resources or being realistic on the initial duration.

After the baseline schedule is produced, a two week look-ahead is used to keep smaller tasks on track to maintain the overall progress of the schedule and keep the owner up to date as far as schedule tracking.

#### E. Project Schedule Updates and Addressing Challenges

Schedule updates occur at every progress meeting. The frequency of the progress meetings shall be set by the City, normally every week. The Baseline schedule is updated with every progress billing.

When challenges arise on the project, we assess how we can continue to be productive on the schedule. Should one area be shut down due to an unforeseen condition, we will attempt to move to another portion of the schedule. Lately, we have become quite good at keeping our schedules moving forward despite the delays caused by COVID.

#### F. Commitment to Quality

C&L is committed to strong oversight in the field and a strong mentorship and training program to ensure quality due to the line of work produced by C&L. More importantly, we view quality beyond what most in the industry see it as. For us, we see quality as one of our core values, which is a culture, brought about in the development of people in multiple ways:

##### C&L Core Values:

- **Love:** Our Work. We are passionate about our work, clients and community.
- **Live:** For Others. Care counts and we value our people and their families.
- **Lead:** With Integrity and Innovation. We value ethics above profits and staying on the leading edge of technology in our industry.

#### G. Subcontracted Services

- a. Major Traffic Control
- b. Concrete and Asphalt Restoration
- c. Major Potholing Services
- d. Boring and Tunneling
- e. Seeding, Mulching and Matting

#### H. Transparency

Over 70% of our workload each year is based on CMGC, design build or renewable contracts. We are used to preparing fully organized and supported cost data with our markups to project teams. We love being transparent and a part of a relationship that is mutually beneficial to the team and the public.

## Resumes



**Christopher Larson**  
Chief Operations Officer

### EDUCATION & TRAINING

University of Denver,  
RECM, BS

Safety Training  
UV CIPP  
HDPE Fusion  
NACE Level 1 Cert  
PACP/MACP  
Osha 10  
State Operators  
Licenses  
Level 1 Sewer  
Collections Water  
Distribution Cert

### EXPERIENCE/ QUALIFICATIONS

**Board Chairman and President, Rocky Mountain Chapter of NASTT.**

**Board of Directors – International Light Curing Association**

16 Years of  
Construction  
Experience

12 Years of  
Management  
Experience

National Ralston  
Young Trenchless  
Professional Award

### REFERENCES

Swirvine Nyrienda  
City of Aurora  
303-886-9464

Chris Knott  
BT Construction  
303-591-7936

Bart Sperry  
District Engineer  
NTM W&S  
303-279-2854

**Career Notes:** Chris has been instrumental in staging the company's operations. He is in charge of new technology implementation, client consultation and alternative procurement strategies. He has managed open cut and trenchless projects ranging in size from \$20,000.00 to over \$6,000,000.00



**Danny Braning**  
Vice President of Operations

### EDUCATION & TRAINING

Safety Training  
EMT Training  
Wildland Fire  
Protective Systems  
Soil Identification  
SCBA Training  
Osha 10  
HIT Training

### EXPERIENCE/ QUALIFICATIONS

2009 to Present  
C&L Water Solutions

Vice President of  
Operations

2004 to 2009 Grant  
Miller

Estimator/PM

**2000-2004 Arapahoe  
Utilities Infrastructure  
Ran 4 Pipe Crews**

### REFERENCES

Scott Rafferty  
City of Northglenn  
303-598-1204

Luis Tovar  
Mulhern MRE  
303-549-4538

**Career Notes:** Since coming on board in 2009, Danny has brought C&L to a new level with his expertise in managing multiple large, deep and wet projects. His pipeline experience over the years is unrivaled and he is our "trouble shooter". Danny brings the big business aspect to C&L having managed single project sizes greater than 100,000 LF of open cut pipeline installation.

## Resumes Cont.



**Christopher Jones**  
Project Manager

### EDUCATION & TRAINING

Confined Space Entry  
Protective Systems Training  
Soil Identification Training  
Trench Safety Training  
Rigging and Hand Signals  
Asbestos Training

### EXPERIENCE/ QUALIFICATIONS

2001 to Present – C&L  
Field Foreman/PM

19 Years of Experience with C&L

### REFERENCES

Jan Walker  
Bear Creek W&S  
303-986-3442

**Career Notes:** Chris Jones will be **LEAD PM** and is C&L's troubleshooter; he understands the repair and appurtenance side of the water business better than most. His experience includes working on 25 – 50 year infrastructure asset replacement programs, pulling over 25,000 LF of poly service piping, 250 Vault and meter pit replacements, and well over 10,000 commercial and residential meter replacements from 5/8" to 12".



**Albert McGough**  
Safety Manager

### EDUCATION & TRAINING

So. Illinois University  
BS in Work force Education

Safety Training  
COSS -2017  
COSM – 2018  
Airman Leadership School - 2001  
Non Commissioned Officer Training - 2001  
OSHA 40 and 10

### EXPERIENCE/ QUALIFICATIONS

2016 to Present – C&L  
Safety Officer

1996 to 2016 –  
United States Airforce

Decorated Airforce Tech-SGT  
NCO of the Year Award  
Oversaw Occupational Health Program at Stations.

### REFERENCES

Swirvine Nyrienda  
City of Aurora  
303-886-9464

Steve Kovach  
COO, PCL Construction  
303-886-9464

**Career Notes:** Albert has provided C&L with a new level of commitment to safety. Just as serious as he took his career in the US Air Force, Al has found a way to connect with our crews in a way where safety is fun and is a part of the culture here at C&L. Al has worked hard at our safety program and it shows. In 2018 we were a National Circle of Safety winner through Pinnacol Assurance.



**Tony Richard**  
Superintendent

#### EDUCATION & TRAINING

Safety Training  
UV CIPP  
HDPE Fusion  
NACE Level 1 Cert  
PACP/MACP  
Osha 10  
Sewer Shield Certification  
FPVC Certification

#### EXPERIENCE/ QUALIFICATIONS

2010 to Present – C&L Water Solutions  
Foreman Utility Projects  
  
33 Years of Construction Experience  
  
2008 to 2010 PAI Construction

#### REFERENCES

Bill Taylor  
City of Longmont  
303-651-8366

Noah Allison  
Boxelder Sanitation  
970-567-3005

**Career Notes:** If you've ever met good pipe layers, you would know they are a different breed. Tony is one of those "pipe guys". C&L is incredibly fortunate to have someone as knowledgeable and experienced as Tony. He comes from a long background of laying pipe for a living and has since adapted and become proficient at just about every technology C&L has to offer. He has 33 years of pipe experience and more than 9 years of experience with manhole rehabilitation, pipe bursting and CIPP. Best of all, Tony will never leave a job sub-par, every one of his projects are above expectations, no matter the cost.



## C. References

| <b>Reference 1 – City of Thornton Valve Replacement Program</b> |                                                                                                                                                                                                                                                                                        |
|-----------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Owner's Name                                                    | City of Thornton 2020                                                                                                                                                                                                                                                                  |
| Description of Work                                             | Over 75 Valve cut-ins throughout various areas of the City, including complex and dangerous intersections.                                                                                                                                                                             |
| C&L Staff                                                       | Tim Cain; Superintendent, Danny Braning; PM, Pat Riggs; Foreman.                                                                                                                                                                                                                       |
| Owner Reference                                                 | City Project Manager: Kristin Schwartz -720-977-6208, <a href="mailto:Kristin.Schwartz@thorntonco.gov">Kristin.Schwartz@thorntonco.gov</a><br>City Utility Maintenance Supervisor: Steve Crow - 720-977-6553, <a href="mailto:Steve.Crow@thorntonco.gov">Steve.Crow@thorntonco.gov</a> |
| <b>Reference 2 – City of Longmont On-Call</b>                   |                                                                                                                                                                                                                                                                                        |
| Owner's Name                                                    | City of Longmont 2010 to Present                                                                                                                                                                                                                                                       |
| Description of Work                                             | CIPP Lining, Pipebursting, Open-Cut, Maintenance and Emergency On-Call.                                                                                                                                                                                                                |
| C&L Staff                                                       | Tracy Stenger, PM; Chris Larson, COO; Mike Robling, Superintendent; Tony Richard, Superintendent                                                                                                                                                                                       |
| Owner Reference                                                 | Jason Elkins, PE 720-341-9137 – Water Projects<br><a href="mailto:Jason.elkins@longmontcolorado.gov">Jason.elkins@longmontcolorado.gov</a>                                                                                                                                             |
| <b>Reference 3 – Bear Creek Water and Sanitation District</b>   |                                                                                                                                                                                                                                                                                        |
| Owner's Name                                                    | Bear Creek W&S District 1984 - Present                                                                                                                                                                                                                                                 |
| Description of Work                                             | Emergency On-call, Locating Service, Operations and Maintenance, Repairs and Replacements for water and sewer.                                                                                                                                                                         |
| C&L Staff                                                       | Christopher Jones, PM; Pat Riggs, Foreman; Tim Rush, Foreman; Kenny Borst, Foreman                                                                                                                                                                                                     |
| Owner Reference                                                 | Jan Walker, District Manager – 303-986-3442<br><a href="mailto:janwalker@bearcreekwater.org">janwalker@bearcreekwater.org</a>                                                                                                                                                          |
| <b>Reference 4 – Douglas County On-Call</b>                     |                                                                                                                                                                                                                                                                                        |
| Owner's Name                                                    | Douglas County                                                                                                                                                                                                                                                                         |
| Description of Work                                             | We have responded to various on-call contracts for Douglas county. Services have included emergency sliplines, open excavation storm water facility repairs, CIPP lining, channel work, soiled rip-rap and geo-polymer lining.                                                         |
| C&L Staff                                                       | Danny Braning, PM; Tracy Stenger, PM. Tony Richard, Super                                                                                                                                                                                                                              |
| Owner Reference                                                 | Shawn Dankenbring – 720-665-5711<br><a href="mailto:sdankenbring@douglas.co.us">sdankenbring@douglas.co.us</a>                                                                                                                                                                         |

October 10, 1983

Mr. Larry Larson  
C & L Backhoe Excavating  
588 Helena Circle  
Littleton, Colorado 80124

Dear Larry:

Thank you, it often times goes unsaid even though we think it. We would like to take this opportunity to thank C & L Backhoe Excavating along with yourself and Chris for all of those extras that you do for us. It is very enjoyable to do business with a company whose integrity and honesty is the motto of the company. We have never hesitated in recommending C & L to other Districts or homeowners.

One of your best representatives is Loyd Mouchet. His loyalty to C & L and to Willows Water District when he is working for us is very refreshing. When Loyd goes out on a job, it is an accepted fact that he will be fair to both the District and the homeowner/builder. We have gotten many compliments from our customers and the builders on the job that Loyd does. As of yet, we have never received a complaint nor have we ever detected a mistake on his part.

Again, thank you for all those nights that you have been called from your bed to answer a call, and all of those Bronco games you have missed because of a main break. Your consideration has not gone unnoticed.

Sincerely,

The Willows Water District staff  
Khanh, Paul & Vicki

## Closing Statement: Service

In closing, C&L Water Solutions, Inc. sincerely appreciates the opportunity to submit on this RFQ. We have spent the last 40 years forging a company and culture built on high quality workmanship, trust and teamwork; values that we know are shared and appreciated by the City. We believe we have positioned our product selection, service offerings and company values on the premise of being creative, flexible, on the leading edge of technology. Most importantly, we are committed to providing excellent customer service. On the prior page I have included a type written letter from one of C&L's first clients from 1983. The letter embodies our passion for our employees, our products we install and most importantly our customers. We encourage you to contact any of our clients, subcontractors and references mentioned throughout this proposal.

## Growth and People

While we may be one of the smaller companies in our industry, we provide a commitment of big results to our clients. Our workload is afforded to us because of our committed desire to exceeding expectations. We are efficient and are focused on delivering high quality, best value solutions. We believe in our people, and our growth is dictated by how fast we can obtain the right individuals and how well they can be trained to fit in our model of quality service. We are proud of our company, our people, our work, and our clients.

## Integrity and Honesty

C&L Water Solutions is a company of integrity and honesty. We are up front with our clients on our capabilities and we are always listening to their needs. We are fair and upfront about costs. C&L will not sacrifice quality for the sake of low cost. Perhaps this has limited our opportunities to acquire work, but at the end of the day, we can say we priced it right and were committed to saving the client costly change directives and leaving them with substandard products.

## Capable

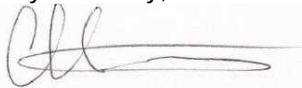
At C&L Water Solutions, we solve problems. When unique situations and problems arise, we have the tools and the professionals to handle the situation, and we are able to adapt quickly to changing conditions. Some of the project examples submitted in this RFQ were complex jobs that demanded special technology and expertise that our competitors do not possess. C&L is equipped and ready for the opportunity the City is offering. We love challenges and work very well in a team environment to get the job done on time and within budget. "We are big enough to handle any job, small enough to care about every job."

## Sustainable

Our firm saw our infrastructure failing faster than what the public has available time and money. We saw the need to be different. C&L is sustainable on two fronts: internally with environmental focus and externally by constantly pushing to find the most sustainable, highest quality products available from around the world. We are constantly reinvesting our profits into the company for this endeavor. We find that by being more flexible and internally vertically integrated, we are able to save our clients' money in construction and provide sustainable infrastructure for generations to come.

Again, thank you for your time in reading about our firm, and considering us. We hope you have all the information needed to make an informed decision. Please contact us with any further needs.

Very Sincerely,



Chris Larson  
Chief Operations Officer

## Vendor Submittal Form, Submittal Checklist, Pricing Exhibit

## REQUIRED VENDOR SUBMITTAL FORM

### SUBMITTED BY:

Company Name: C&L Water Solutions, Inc.

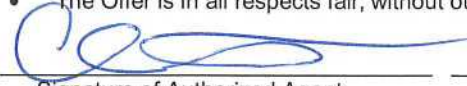
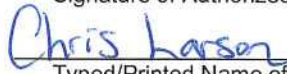
Contact Names: Sales/Customer Service Christopher Larson

Address: 12249 Mead Way, Littleton, CO 80125

Phone: (303) 791-2521 Email(s): clarson@clwsi.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:  | 11-20-2020               | 84-0977057        |
| Signature of Authorized Agent                                                         | Date                     | FEIN              |
|      | Chief Operations Officer | clarson@clwsi.com |
| Typed/Printed Name of Agent                                                           | Title of Agent           | Agent 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: NA %      Days, Net: 30 Days, Accept Visa without additional fee? NA

**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 #: NA Item # or Section:                     

Variance NA

Page #: NA Item # or Section:                     

Variance NA

Page #: NA Item # or Section:                     

Variance AN

**SUBMITTAL INSTRUCTIONS:**

Qualifications must 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 Qualifications – products & services, implementation timeline and warranties.
- ☒ Completed City 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 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:  
#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: \_\_\_\_\_

\_\_\_\_\_



# PRICING EXHIBIT

## RATE SCHEDULE 2021 – C&L WATER SOLUTIONS

To That Trade Contractor Agreement  
Between the City of Arvada ("City") and  
C & L Water Solutions, Inc.  
303-791-2521

| Rate Schedule | Available Units | Site Assessment Response/<br>Mobilization Time |                        |
|---------------|-----------------|------------------------------------------------|------------------------|
|               |                 | Critical -<br>2/8 Hours                        | Urgent -<br>8/48 Hours |
| Description   |                 | Cost Per Unit (\$)                             |                        |

| Labor                                                 |    |                 |                 |
|-------------------------------------------------------|----|-----------------|-----------------|
| Superintendent ( per hour )                           | 2  | 105.00/157.50ot | 105.00/157.50ot |
| Foreman ( per hour )                                  | 5  | 87.00/130.50ot  | 87.00/130.50ot  |
| Flagger ( Warning Lites )                             | 1  | 38.00/57.00ot   | 38.00/57.00ot   |
| Traffic Control Specialist ( Warning Lites ) per hour | 1  | 75.00/112.50ot  | 75.00/112.50ot  |
| Pipe Layer/Truck Driver ( per hour )                  | 12 | 63.00/94.50ot   | 63.00/94.50ot   |
| Operator ( per hour )                                 | 6  | 70.00/105.00ot  | 70.00/105.00ot  |
| Laborer ( per hour )                                  | 6  | 48.00/72.00ot   | 48.00/72.00ot   |
| Admin/Project Set Up<br>(1 hour per project)          | 1  | 75.00 LS        | 75.00 LS        |

| Equipment Transport ( Equipment only )   |   |           |           |
|------------------------------------------|---|-----------|-----------|
| Low Boy Transport                        | 1 | 185.00 HR | 185.00 HR |
| Truck, Trailer, or Combination Transport | 2 | 145.00 HR | 145.00 HR |

| Equipment ( equipment only )                                  |   |           |              |
|---------------------------------------------------------------|---|-----------|--------------|
| Rubber Tired Backhoe – Cat 430                                | 5 | 68.00 HR  | 68.00 HR     |
| Rubber Tired w/Vibratory Plate Compactor - Model – CVP-40     | 4 | 83.00 HR  | 83.00 HR     |
| Skid Steer - Model – Cat 246D                                 | 1 | 42.00 HR  | 42.00 HR     |
| Skid Steer w/Broom                                            | 1 | 47.00 HR  | 47.00 HR     |
| Wheel Loader - Large Model – L150 Volvo 7-CY                  | 1 | 155.00 HR | 155.00 HR    |
| Excavator - Small (Zero Swing Preferred) Model – Link Belt 80 | 1 | 68.00 HR  | 68.00 HR     |
| Excavator - Medium Model – Cat 318                            | 1 | 130.00 HR | 3200.00 week |
| Excavator – Medium Link Belt 145                              |   | 130.00 HR | 3200.00 week |
| Excavator - Large Model – Volvo EC360                         | 1 | 145.00 HR | 4800.00 week |

# PRICING EXHIBIT

## C & L Water Solutions, Inc.

| Rate Schedule | Available Units | Site Assessment Response/<br>Mobilization Time |                        |
|---------------|-----------------|------------------------------------------------|------------------------|
|               |                 | Critical -<br>2/8 Hours                        | Urgent -<br>8/48 Hours |
| Description   |                 | Cost Per Unit (\$)                             |                        |

| Equipment, Continued ( Equipment only )                          |    |                             |                                             |
|------------------------------------------------------------------|----|-----------------------------|---------------------------------------------|
| Vibratory Compactor - Model – RT-85                              | 1  | 26.50 HR                    | 26.50 HR                                    |
| Compaction Wheel for Excavator                                   | 1  | 250.00 Job                  |                                             |
| Dump Truck - 10 Wheel                                            | 5  | 50.00 HR                    | 50.00 HR                                    |
| End Dump w/Tractor                                               | 1  | 60.00 HR                    | 60.00 HR                                    |
| Pickup Truck - 1 Ton and Less                                    | 4  | 35.00 HR                    | 35.00 HR                                    |
| Pickup Truck - 2 Ton                                             | 5  | 45.00 HR                    | 45.00 HR                                    |
| Generator - Greater than 30 KW                                   | 1  | 35.00 HR                    | 35.00 HR                                    |
| Trash Pump – 3” with hoses                                       | 6  | 15.00 HR                    | 122.50 per ea 8<br>hr day                   |
| Trash Pump – 4” with hoses                                       | 4  | 19.00 HR                    | 155.00 per ea<br>8 hr day                   |
| Trash Pump - 8”or 6” this<br>requires fusing of pipe for by-pass | 6  | 110.00 HR<br>without piping | 870.00 per ea<br>8 hr day without<br>piping |
| Other Equipment:                                                 |    |                             |                                             |
| Leak Locator (machine only)                                      | 1  | 102.00 HR                   | 102.00 HR                                   |
| Shoring Boxes                                                    | 18 | 240.00 Day                  | 240.00 HR                                   |
| Shore Cans                                                       | 3  | 240.00 Day                  | 240.00 HR                                   |
| Jumping Jack Compactors                                          | 6  | 12.00 HR                    | 12.00 HR                                    |
| Spoils Vac Trailer w/Truck                                       | 1  | 97.50 HR                    | 97.50 HR                                    |

# PRICING EXHIBIT

| Rate Schedule | Available Units | Site Assessment Response/<br>Mobilization Time |                        |
|---------------|-----------------|------------------------------------------------|------------------------|
|               |                 | Critical -<br>2/8 Hours                        | Urgent -<br>8/48 Hours |
| Description   |                 | Cost Per Unit (\$)                             |                        |

| Materials                                                                                      |    |                               |               |
|------------------------------------------------------------------------------------------------|----|-------------------------------|---------------|
| Erosion Control<br>Inlet Protection                                                            |    | 5.00 per LF<br>75.00 EA inlet |               |
| Steel Plates 5'x10',8x8,8x16                                                                   | 15 | 49.00 per day                 | 49.00 per day |
| Plugs 6", 8", 10", 12", 15"                                                                    | 24 | 30.00 per day                 | 30.00 per day |
| 8", 10", 12" or larger Sewer Main re-<br>line (3 mm Fiberglass UV CIPP)                        |    | Quote upon<br>request         |               |
| Manhole Rehabilitation, Grout or<br>inserts                                                    |    | Quote upon<br>request         |               |
| Rehabilitation of sewer tap connections<br>LMK Shorties, epoxy, grout, depends<br>on the need. |    | Quote upon<br>request         |               |

| Miscellaneous                       |  |     |  |
|-------------------------------------|--|-----|--|
| Materials Mark-Up (Overhead)        |  | 20% |  |
| Rental Equipment Mark-Up (Overhead) |  | 20% |  |
| Materials & Equipment (Profit)      |  | 8%  |  |



## REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM  
8.A.3.

TO: THE HONORABLE CITY COUNCIL

DATE: January 25, 2021

SUBJECT: R21-015 A Resolution Authorizing an Agreement Between the City of Arvada and Diamond Contracting Corp. for On-Call Development Infrastructure Warranty Repairs Services

### **Report in Brief**

As a continuation of our process improvement efforts surrounding development warranty and development escrow management, this on-call service contract is being proposed so if deficient infrastructure work is identified and a developer/contractor is unable or unwilling to complete needed repairs, the City can quickly procure and complete said repairs using development escrow funds as outlined in Article V, Sec. 78-298 of the Arvada City Code.

The Arvada team recommends that the City Council approve R21-015, A Resolution Authorizing an Agreement Between the City of Arvada and Diamond Contracting Corp. for On-Call Development Infrastructure Warranty Repairs Services.

### **Financial Impact**

No financial impacts are anticipated. The cost of services will be paid using Development Warranty Escrow funds provided by the Developer/Contractor.

### **Background**

The proposed series of agreements, including this agreement with Diamond Contracting Corp., provides options to quickly bid and contract for development infrastructure warranty repairs that are not completed by a developer/contractor in accordance with City Ordinances, rules, and policies. Earlier in 2020, changes to Article V, Sec. 78-298 of the Arvada City Code were approved by Council to establish an escrow amount of 100% of the cost of public improvements for developments to reduce the City's exposure in cases of deficient or incomplete development. It is expected that this change will encourage timely completion of infrastructure and reduce protracted repair timelines and delayed warranty start times as well. We expect contracting for warranty repairs with on-call firms will be infrequent but we want to be prepared if these services are required.

### **Discussion**

Implementation of the On-Call Development Infrastructure Warranty Repairs Services requires the engagement of one or more General Right-of-Way contractors that can complete public infrastructure warranty repairs as needed. In association with this requirement, the City conducted a solicitation through a Request of Qualifications (RFQ). Diamond Contracting Corp. submitted a Statement of Qualifications that represented their experience, expertise and abilities to meet the requirements of the RFQ. The scope of work that would be required to implement On-Call Development Infrastructure Warranty Repairs includes excavation and sub-grade corrections, asphalt paving and patching, concrete curb, gutter, cross pans, and sidewalk repairs, park, trail and park infrastructure repairs, landscaping and other similar repairs commonly associated with public infrastructure that is provided within developments.

The Arvada team believes that Council approval of this resolution authorizing the agreement as described herein will support the City's responsibility to ensure the construction of high quality public infrastructure in a timely and responsive manner. Please note that there are six resolutions on the January 25 agenda which, if approved, will provide the City with six on call

service contracts. Engaging six separate contractors will provide the City with the capacity to address warranty issues in a timely manner and the diversity necessary to address the unique circumstances of a development project.

**Public Contact**

Posting of Council agenda

**Commission Recommendation**

N/A.

**Strategic Alignment**

The recommended action supports the following Strategic Results within the Community and Economic Development and Infrastructure Priority Areas of the City Council Strategic Plan:

*95% of development approvals conform to the City's Comprehensive Plan.*

*The engineering standards and City code framework will be updated.*

**Alternative Courses of Action**

N/A

**Recommendation for Action**

The Arvada team recommends that the City Council approve R21-015, A Resolution Authorizing an Agreement Between the City of Arvada and Diamond Contracting Corp. for On-Call Development Infrastructure Warranty Repairs Services.

**Suggested Motion:**

I move that R21-015, A Resolution Authorizing an Agreement Between the City of Arvada and Diamond Contracting Corp. for On-Call Development Infrastructure Warranty Repairs Services, be (approved) (rejected).

Prepared by:

Brita Van Horne, Deputy Director of Community & Economic Development

Reviewed by:

Approved by:

|                                                                      |            |
|----------------------------------------------------------------------|------------|
| Josie Suk, Development Systems and Administrative Manager            | 12/10/2020 |
| Brita Van Horne, Deputy Director of Community & Economic Development | 12/21/2020 |
| Ryan Stachelski, Director of Community and Economic Development      | 12/22/2020 |
| Hannah Gregory, Legal Administrative Assistant                       | 12/22/2020 |
| Gail Walker, Legal Specialist-Contracts                              | 12/22/2020 |

**SUBJECT:** R21-015 A Resolution Authorizing an Agreement Between the City of Arvada and Diamond Contracting Corp. for On-Call Development Infrastructure Warranty Repairs Services

**PAGE:** 3  
**ITEM:** 8.A.3.

Emily Grogg, Senior Assistant City Attorney

12/22/2020

Rachel Morris, City Attorney

1/13/2021

Lorie Gillis, Deputy City Manager

1/13/2021

Mark Deven, City Manager

1/14/2021

Enclosure, exhibits & attachments required to support the report



RESOLUTION NO. R21-015

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN  
THE CITY OF ARVADA AND DIAMOND CONTRACTING CORP.  
FOR ON-CALL DEVELOPMENT INFRASTRUCTURE  
WARRANTY REPAIRS SERVICES

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 Diamond Contracting Corp. for on-call development infrastructure warranty repairs services.

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

APPROVED AND ADOPTED this 25th day of January, 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  
DIAMOND CONTRACTING CORP. FOR ON-CALL  
DEVELOPMENT INFRASTRUCTURE WARRANTY REPAIRS  
SERVICES**

**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 Diamond Contracting, Corp. whose place of business is located at 18300 State Highway 72, Arvada, Colorado 80007 (“Contractor”).

**2. RECITALS AND PURPOSE.**

- 2.1. Arvada requires a qualified firm to provide on-call construction services for completing development infrastructure warranty repairs, including but not limited to excavation and subgrade corrections, asphalt paving and patching, concrete curb, gutter, cross pans, and sidewalks, water distribution system repairs, wastewater collection system repairs, stormwater management system repairs, park trail and park infrastructure repairs, landscaping, and other associated infrastructure repairs.
- 2.2. Arvada will require these on-call services when warranty punch list items are not completed by the required developer or contractor permitted by Arvada. Pursuant to Arvada City Code Chapter 78, Public Improvements, Arvada has the right to complete or repair unfinished work using the security that is required for permits issued by Arvada.
- 2.3. Due to the uncertainty of when or if these projects will arise and the wide variety of types of work that will be required to complete the warranty repairs, Arvada requires multiple contractors to be available on an as needed basis.
- 2.4. On or about October 30, 2020, Arvada issued a Request For Qualifications for Development Infrastructure Warranty Repairs, RFQ-20-Development Infrastructure Warranty Repairs seeking proposals from qualified firms to provide professional services described in Sec. 2.1 (“the Work”).
- 2.5. Contractor has extensive experience in providing on-call construction services, specializing in concrete flatwork and underground utilities. On or about November 20, 2020, Contractor submitted its Response to Arvada’s RFQ (“Response”).
- 2.6. 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.
- 2.7. 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 RFQ-20- Development Infrastructure Warranty Repairs;  
and

Exhibit 2: Contractor's Response, including standard pricing.

All exhibits referred to in this Agreement are attached hereto and are, by reference, incorporated herein for all purposes. 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 Contractor's proposed project timeline in its Proposal, 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 **four** 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 RFQ, 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. If a project becomes necessary for Arvada to complete or repair, Arvada and Contractor shall agree to an amendment to this Agreement to set the specific project requirements and compensation. At the time of amendment, Contractor may be required to deliver a performance and payment bond, executed by a surety company authorized to do business in the state, in an amount equal to 100 percent of the price specified in the amendment. 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 Brita Van Horne as Arvada's Project Manager. Ms. Van Horne 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 Manager(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 RFQ requirements, and agrees to be bound by those terms and conditions with the following amendment:

12.1. Arvada's RFQ on page nine is amended in the paragraphs under number 20. Scope of Work will be defined and negotiated through an amendment to this Agreement and not as a Purchase Order as previously described in the RFQ. Signing authority and approval will be pursuant to Arvada's Purchasing ordinance. The rest of the unnumbered paragraphs on page 9 remain unchanged.

**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. PERFORMANCE MEASURES.** The Performance Measures for this Agreement shall be determined at the time that a project is awarded to Contractor and shall be included in the amendment.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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 \_\_\_\_\_, 20\_\_\_\_.

**CITY OF ARVADA**, a Colorado home rule  
municipal corporation

\_\_\_\_\_  
Marc Williams  
8101 Ralston Road  
Arvada, CO 80002

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: \_\_\_\_\_



**DIAMOND CONTRACTING CORP.**

---

Shane Hoerig, CEO  
18300 State Highway 72  
Arvada, Colorado 80007

**EXHIBIT 1**  
**AN AGREEMENT BETWEEN THE CITY OF ARVADA AND**  
**DIAMOND CONTRACTING CORP. FOR ON-CALL**  
**DEVELOPMENT INFRASTRUCTURE WARRANTY REPAIRS**  
**SERVICES**



## REQUEST FOR QUALIFICATIONS

**RFQ #:** RFQ-20- Development Infrastructure Warranty Repairs

**Title:** Development Infrastructure Warranty Repairs

**RFQ Issued:** 10/30/2020

**Informational Meeting:** N/A

**Question Deadline:** 11/11/2020 12:00 p.m. local time  
Questions and responses will be posted on BidnetDirect.com

**Qualifications Due By:** 11/20/2020 12:00 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 award.

**For additional information, contact:** Please submit questions on Bidnetdirect.com

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     |
| Insurance Requirements                              | page 6     |
| Administrative instructions and Evaluation Criteria | page 7     |
| Scope of Work                                       | page 7     |
| Submittal Forms and Checklist                       | page 10-11 |
| Attachments/Exhibits                                |            |

## 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. 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 vendor. 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 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.

**2. 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 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. 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.

**4. 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.

## 5. 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 and the Cooperative Educational Purchasing Council (CPEC).

We hereby request that any member of MAPO/CPEC be permitted to avail itself of this contract and purchase, as specified by the contract resulting from this RFQ, 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.

## 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 \$2,000,000, 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 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 ESTABLISH A CONTRACT:**

The purpose of this Request for Qualifications is to provide vendors 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 vendor.

Submitted documents are proprietary working documents offered by prospective vendors 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) 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.
- 2) The only authorized version of this Solicitation and addenda is available at [WWW.BIDNETDIRECT.COM](http://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 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 RFQ 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*
- 2) *Project Team Experience*
- 3) *Project Approach*
- 4) *Price/rate sheet for on-call services (most large projects will be quoted among the pre-qualified group anticipated to be 3-5 contractors).*

### **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**

The City of Arvada is requesting qualifications from qualified General Right-of Way Contractors to provide on-call construction services for completing development infrastructure warranty repairs including but not limited to excavation and subgrade corrections, asphalt paving and patching, concrete curb, gutter, cross pans, and sidewalks, water distribution system repairs, wastewater collection system repairs, stormwater management system repairs, park trail and park infrastructure repairs, landscaping, and other associated development infrastructure repairs.

Quantities may vary widely from development to development and will be bid per project. Prices for work requiring excavation must include third party compaction testing and reports. Asphalt and concrete work must include third party testing and reports showing materials are in compliance with approved designs and City Standards. Alterations to stormwater detention capacities will require verification of compliance with the approved design by providing a pond certification letter from a Licensed Professional Engineer in the State of Colorado.

### **Scope of Work**

The following is a list of the types of services and projects to be performed which may encompass replacement, rehabilitation, repair, improvement, and new construction.

While it identifies several services that are anticipated to be required, it may not be all inclusive of the types of services to be performed.

1. Repair of underground water distribution system pipelines;
2. Repair or replacement of water distribution, wastewater and stormwater appurtenances such as but not limited to manholes, valves, water meters, air vacs, fire hydrants, cathodic protection, etc.;
3. Repair of underground wastewater collection system pipelines and service connections;
4. Construction or repair of stormwater management systems including pipelines, curb inlets, open channels, structures, ponds and other storage facilities;
5. General site work including clearing and grubbing, excavation of backfill, earth moving, compaction, and soil disposal;
6. Pavement including asphalt and concrete paving and patching including excavation and compaction in areas of subsidence;
7. Concrete curb and gutter and cross pan removal and replacement, and general flatwork replacement including but not limited to sidewalks and ramps;
8. Construction or repair of park trail or park infrastructure elements;
9. Installation or repair of landscaping elements in the rights-of-way or easements;
10. Repair of other infrastructure as shown on the approved construction drawings for the development.

Construction services may include the following:

1. Construction schedule preparation;
2. Construction cost estimation;
3. Site supervision;
4. Applicable construction permits;

5. Stormwater management/management plan;
6. Site protection and security;
7. Traffic control;
8. Bypass pumping;
9. Groundwater management pumping;
10. Pavement demolition;
11. Concrete patching and paving;
12. Concrete flatwork;
13. Asphalt patching and paving;
14. Earthwork, clearing and grubbing, earth moving, backfill, compaction, disposal;
15. Riprap installation;
16. Pipeline installation for water distribution, wastewater and stormwater collection;
17. Manhole and vault installations;
18. Use of trenchless technologies;
19. Warranty and management of project safety and quality control;
20. Other related services as mutually agreed by the parties.

The City intends to award a contract to two or more contractors to provide the services outlined in this RFQ and such other related services as required. The resulting Agreement(s) will have an initial term of one (1) year and may be extended at the City's option for additional one year periods not to exceed four (4) additional one year periods, subject to mutual agreement by both parties. At the City's discretion, it may choose not to incorporate one or more portions of the general scope of services described in this RFQs into any contract(s) executed pursuant to this RFQ.

Work will be on an as-needed basis with the Scope of Work to be defined, Work Orders negotiated, and Purchase Orders issued prior to commencement of any work. The cumulative total of each project associated with this RFQ shall not exceed \$300,000.

Any project exceeding a cumulative total of \$300,000 requires prior written approval by the Purchasing Director and only after such exception has been determined to be in the City's best interest.

Subcontractor information will be requested at the time a Work Order is scoped and should not be included in response to this RFQ.

## **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 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 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
- ☐ Cover & Executive Summary.
- ☐ Detail Firm's and employees' Capabilities, Experience, Licensing, and Compliance Status.
- ☐ Details of Qualifications – products & services, implementation timeline and warranties.
- ☐ Completed City 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 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:  
#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: \_\_\_\_\_

\_\_\_\_\_

**EXHIBIT 2**  
**AN AGREEMENT BETWEEN THE CITY OF ARVADA AND**  
**DIAMOND CONTRACTING CORP. FOR ON-CALL**  
**DEVELOPMENT INFRASTRUCTURE WARRANTY REPAIRS**  
**SERVICES**

# The City of Arvada: Development Infrastructure Warranty Repairs

November 20<sup>th</sup>, 2020



**◆ DIAMOND ◆**  
**CONTRACTING**



**DIAMONDCONTRACTINGCORP.NET**

**NO JOB IS TOO BIG OR  
TOO SMALL WE WILL  
DO THEM ALL**

**(303)456-7666**  
**dccpipe@yahoo.com**

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# Diamond Contracting Corporation

Diamond Contracting was established as a corporation in 1968. After recently celebrating our 50<sup>th</sup> anniversary in 2018 we are looking forward to the next 50 years as a growing company in the Denver Metro area. Diamond maintains approximately 30 annual city and county contractor licenses in Colorado and Wyoming. Starting as a small excavation company we grew into a well know and highly respected contractor in the Front Range, specializing in concrete flatwork (curb, gutter, & sidewalk) and underground utilities (water, storm, and sewer lines including lift and pump stations). The company includes four main construction crews and one small service crew, supported by office staff, our own trucking fleet and mechanics for a total of approximately 46 employees. Key field staff has been with the company from 10 years to 36 years and hold extensive knowledge in the industry and specialty areas. Diamond Contracting Corp as a whole strives to provide excellent customer service and a large portion of our work is from repeat services. We maintain great relationships with all local entities.

Our yard and offices are located at 18300 State Hwy 72 in Arvada.

**Office Staff:**

Christopher Redding, President

Shane Hoerig, CEO

Jim Creevey, VP

Kim Guderski, Office Manager

Lindsay Cavanaugh, Estimator/Permits Specialist

Chris Cole, Project Manager/Estimator

**Foremen/Key Field Staff:**

Samuel Quesada, Superintendent

Dave Hinrichs, Foreman

Antonio Angel Rubio, Foreman

Nick Carlson, Foreman

Edgardo Rosales, Foreman

Francisco Bustillos, Lead Mechanic

Darrin Blea, Truck Foreman



## Points of Contacts, Employee Experience

Shane Hoerig

Cell: (419)455-3411

Office: (303)456-7666

Email: [shoerig.dcc@gmail.com](mailto:shoerig.dcc@gmail.com)

Shane graduated with a Civil Engineering Degree from Ohio University. Has approximately 8 years experience in a range of infrastructure areas. Including designing and managing the construction of bridges, structure inspections for the FHWA on culverts and bridges throughout Ohio, project management experience of major roadway & utility projects, and writing report evaluations for a variety of water resource projects.

Christopher "Buzz" Redding

Cell: (720)937-3666

Office: (303)456-7666

Email: [buzz.dcc@gmail.com](mailto:buzz.dcc@gmail.com)

Christopher graduated from Metropolitan State University in 2010 with a Business Management degree and shortly after started working in the underground utilities industry. He started from the bottom up, performing maintenance on wastewater and potable water systems. After 5 years, he was a Foreman at the City of Arvada, promoted to Supervisor a year later and finished his career there as Water System Manager before acquiring Diamond Contracting Corp. As a supervisor and manager he played a large role in water system design, maintenance, and construction of water lines in the city of Arvada. Christopher is a Colorado Certified Water Professional (CWP) and holds his Class 4 Water Distribution Operator, Class 4 Wastewater Collection Operator, and Backflow Assembly Tester Certifications.

Jim Creevey

Cell: (303)809-2976

Email: [jimcreevey.dcc@gmail.com](mailto:jimcreevey.dcc@gmail.com)

Jim is the previous owner of Diamond Contracting Corp. and holds the title of Vice President. He has been with the company for 42 years. Starting as a laborer in 1978, becoming Foreman in 1982 and then the Owner and President in 1994. Jim carries extensive experience in the industry and is still a key employee of Diamond.

Sam Quesada, Superintendent

1978-1997 Heavy Equipment Operator, Transporter

1997-1998 Foreman

1998-Present Superintendent

Dave Hinrichs, Foreman

2011-Present Foreman

Antonio Rubio Angel, Foreman

1999-2010 Heavy Equipment Operator

2010 – Present Foreman

Nick Carlson, Forman

2015-2018 Heavy Equipment Operator

2018-Present Foreman

Chris Cole, Project Manager/Estimator

1999-2003 Automated Systems Project Manager

2003-Present Project Manager/Estimator

## Project Capabilities (Details from scope of work examples)

- Repair of underground water distribution system pipelines
- Repair or replacement of water distribution, wastewater and stormwater appurtenances such as but not limited to manholes, valves, water meters, air vacs, fire hydrants, cathodic protection.
- Repair of underground wastewater collection system pipelines and service connections
- Construction or repair of stormwater management systems including pipelines, curb inlets, open channels, structures ponds and other storage facilities
- General site work including clearing and grubbing, excavation of backfill, earth moving, compaction, and soil disposal.
- Concrete curb and gutter and cross pan removal and replacement, and general flatwork replacement including but not limited to sidewalks and ramps.
- Construction or repair of park trail or park infrastructure elements
- Installation or repair of landscaping elements in the rights-of-way or easements
- Repair of other infrastructure as shown on the approved construction drawings for the development.



## Relevant Work Experiences

- 2020 Alameda Water & Sanitation District, Iowa Pl. Waterline Replacement  
359 S. Harlan Street  
Lakewood, CO 80226  
Contract amount: \$368,984  
Project Description: Water Main Replacement  
Diamond Contracting – General Contractor
- 2020 Consolidated Mutual Water Company, Multiple Projects  
12700 W 27<sup>th</sup> Ave,  
Lakewood, CO 80215  
Contract amount: \$313,707, \$281,799, \$226,491  
Project Description: Water Main Replacement  
Diamond Contracting – General Contractor
- 2019 Wheat Ridge Water District, 8-inch PVC Water line at W. 48<sup>th</sup> Ave. & Harlan St.  
6827 W. 38<sup>th</sup> Avenue  
Wheat Ridge, CO 80033  
Contract amount: \$322,243.89,  
Project Description: Water Main Installation  
Diamond Contracting-General Contractor
- 2019 Arvada Ralston Water Treatment Plant Reaction Tank Bypass 18-WA-22  
8101 Ralston Road  
Arvada, CO 80002  
Contract amount: \$539,805.00  
Project Description: Water Reaction Tank Bypass  
Diamond Contracting – General Contractor
- 2013-2020 City of Arvada Water Main Replacement Project  
8101 Ralston Road  
Arvada, CO 80002  
Contract amount: 2020 - \$3,231,688, 2019 - \$1,612,659.00, 2018 - \$3,364,385, 2017 - \$2,375,700, 2016 - \$1,893,448, 2015 - \$1,554,477  
Project Description: Water Main Replacement  
Diamond Contracting – General Contractor

- 2019 City of Arvada Simms St. 24" Water Transmission Main 19-WA-05  
 8101 Ralston Road  
 Arvada, CO 80002  
 Contract amount: \$1,589,641.00  
 Project Description: Water Main New  
 Diamond Contracting – General Contractor
- 2012 - 2020 City of Golden Utility Replacement Project  
 1300 Catamount Drive, #110  
 Golden, CO 80403  
 Contract amount: 2020 - \$1,285,636, 2019 - \$826,098.00, 2018 - \$1,137,933, 2017 - \$428,641, 2016 - \$1,275,500, 2015 - \$1,755,500  
 Project Description: Utility Replacements, Storm water, wastewater, water projects  
 Diamond Contracting – General Contractor
- 2016 - 2018 City of Arvada Misc. Drainage  
 8101 Ralston Road  
 Arvada, CO 80002  
 Contract amount: 2018 - \$445,756.00, 2017 - \$1,469,523, 2016 - \$384,631  
 Project Description: Drainage, Storm water, Concrete flatwork  
 Diamond Contracting – General Contractor
- 2018 City of Arvada Purple Zone 18" PVC Water Main Loop  
 8101 Ralston Road  
 Arvada, CO 80002  
 Contract amount: \$545,825.49  
 Project Description: Installation of new 18" and 8" Water Main  
 Diamond Contracting – General Contractor
- 2017 Alameda Water & Sanitation District, S. Chase Lane Water Main Replacement  
 359 S. Harlan Street  
 Lakewood, CO 80226  
 Contract amount: \$ 107,705.00  
 Project Description: Water Main Replacement  
 Diamond Contracting-General Contractor

# References

- Andy Rodgers, PE (Consolidated Mutual Water Company)  
(303)238-0451  
[arogers@cmwc.net](mailto:arogers@cmwc.net)
- Kris Gardner, PE (City of Arvada)  
(720)898-7647  
[kgardner@arvada.org](mailto:kgardner@arvada.org)
- Karen Byrd (Alameda Water & Sanitation District)  
(303)936-5313  
[alamedawater@hotmail.com](mailto:alamedawater@hotmail.com)
- Bill Willis, PE (Martin/Martin Consulting Engineers)  
(303)726-8520  
[bwillis@martinmarting.com](mailto:bwillis@martinmarting.com)
- Les Major (City of Golden)  
(303)944-7835  
[lmajor@cityofgolden.net](mailto:lmajor@cityofgolden.net)



## Warranty Information

Diamond Contracting guarantees workmanship and materials for a period of two calendar years from completion. If any defects develop during the warranty period they shall be corrected by Diamond Contracting Corp at no expense to owner, meeting all specifications. Diamond Contracting is more than willing to work with the City of Arvada to make sure all work completed is to the upmost standard and quality.

**2020 T&M Rates**

18300 W. Hwy. 72

Arvada, CO 80007

Email: DCCPIPE@yahoo.com

Office: (303)456-7666

# ◆ DIAMOND ◆

## CONTRACTING



### Labor Rates

| Item | Description              | Qty | Unit | Unit Price | Total Price |
|------|--------------------------|-----|------|------------|-------------|
| 1    | Superintendant/Estimator |     | HR   | 83         |             |
| 2    | Foreman                  |     | HR   | 60         |             |
| 3    | Operator                 |     | HR   | 58         |             |
| 4    | Pipelayer                |     | HR   | 50         |             |
| 5    | Laborer                  |     | HR   | 41         |             |
| 6    | Flagger                  |     | HR   | 32         |             |
| 7    | Truck Driver             |     | HR   | 55         |             |

### Equipment Rates

|    |                    |  |     |     |  |
|----|--------------------|--|-----|-----|--|
| 8  | Excavator - PC 35  |  | HR  | 40  |  |
| 9  | Excavator - PC 88  |  | HR  | 45  |  |
| 10 | Excavator - PC 138 |  | HR  | 55  |  |
| 11 | Excavator - PC 200 |  | HR  | 100 |  |
| 12 | Excavator - PC 220 |  | HR  | 105 |  |
| 13 | Loader - WA 150    |  | HR  | 95  |  |
| 14 | Loader - WA 200    |  | HR  | 110 |  |
| 15 | Tandem Dump Truck  |  | HR  | 65  |  |
| 16 | Semi w/Side dump   |  | HR  | 100 |  |
| 17 | Semi w/Lowboy      |  | HR  | 100 |  |
| 18 | Bobcat Skid loader |  | HR  | 40  |  |
| 19 | Small Equipment*   |  | DAY | 175 |  |
| 20 | Job Truck w/ tools |  | HR  | 45  |  |

### Service Rates

|    |                 |  |    |      |  |
|----|-----------------|--|----|------|--|
| 21 | Trench Milling* |  | FT | 2.25 |  |
| 22 | Mobilization    |  | HR | 155  |  |
| 23 | TCS & Truck*    |  | HR | 75   |  |

- Billings based upon time and material sheet documented by DCC
- Pricing does not include overtime, multiply hourly rate by 1.5 for labor hours above 40hrs/week
- Night work will be billed as overtime rate for labor and \$20/HR will be added on equipment
- Payment due net 30, no retainage held

\*small equipment includes; jumping jack, trench box, generator, demo saw, trash pump, plate compactor, arrow boards, etc.

\*Trench Milling includes all labor and equipment needed for work.

\*TCS & Truck includes MHT design & implementation in field

### Diamond Contracting Active License List

| NAME & TYPE                      | LICENSE#          |
|----------------------------------|-------------------|
| Arvada-MC-A & MC-S5 & MC-S4      | AEC320            |
| Aurora ROW                       | 2019 169170600 cl |
| Aurora Q.S. ROW earthwork        | 2020 1745676 00sl |
| Boulder ROW                      | lic-0006273-ROW   |
| Broomfield                       | ol-20-06853       |
| Castle Rock                      | 17-2570           |
| Cheyenne WY C-2                  | ct-21-02790       |
| Cheyenne WY Q.S.                 | ct-21-04553       |
| Commerce City ROW                | 1639              |
| Denver ROW excavator             | lic 90719         |
| Denver Water service Supervisor  | 1052372           |
| Denver ROW Sewer                 | 235931            |
| Denver Water service             | 235592            |
| Denver Drainlayer Supervisor     | 1052681           |
| Englewood                        | D05# 19534        |
| Englewood concrete               | D06# 20847        |
| Underground Fire Suppression CO. | 18-u-04254        |
| Golden                           | 133               |
| Jeffco Sewage System             | 505               |
| Lafayette                        | spc6985470        |
| Lakewood                         | 9180              |
| Lochbuie                         | 19LOC-D-0228      |
| Longmont speciality contractor   | D20003617         |
| Longmont sales tax               | 3-07101-1165      |
| Northglenn                       | 20-row-032        |
| Thornton                         | EXC202000502      |
| Westminster Public Way D         | 1700079           |
| Wheat Ridge-Class A              | 20468             |
| Wheat Ridge-excavation           | c4x130008         |

## REQUIRED VENDOR SUBMITTAL FORM

### SUBMITTED BY:

Company Name: Diamond Contracting Corporation  
Contact Names: Sales/Customer Service Shane Hoerig  
Address: 18300 SH 72 Arvada, CO 80007  
Phone: (303) 456-7666 Email(s): DCCPipe@yahoo.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>Shane Hoerig</u>       | <u>11/20/20</u>  | <u>84-1256631</u>            |
| Signature of Authorized Agent | Date             | FEIN                         |
| <u>Shane Hoerig</u>           | <u>CEO/owner</u> | <u>shoerig.DCC@gmail.com</u> |
| Typed/Printed Name of Agent   | Title of Agent   | Agent 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? N/A

**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
- ☒ Cover & Executive Summary.
- ☒ Detail Firm's and employees' Capabilities, Experience, Licensing, and Compliance Status.
- ☒ Details of Qualifications – products & services, implementation timeline and warranties.
- ☒ Completed City 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 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:  
#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: \_\_\_\_\_



## REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM  
8.A.4.

TO: THE HONORABLE CITY COUNCIL

DATE: January 25, 2021

SUBJECT: R21-016 A Resolution Authorizing an Agreement Between the City of Arvada and EDGE Contracting, Inc. for On-Call Development Infrastructure Warranty Repairs Services

### **Report in Brief**

As a continuation of our process improvement efforts surrounding development warranty and development escrow management, this on-call service contract is being proposed so if deficient infrastructure work is identified and a developer/contractor is unable or unwilling to complete needed repairs, the City can quickly procure and complete said repairs using development escrow funds as outlined in Article V, Sec. 78-298 of the Arvada City Code.

The Arvada team recommends that the City Council approve R21-016, A Resolution Authorizing an Agreement Between the City of Arvada and EDGE Contracting, Inc. for On-Call Development Infrastructure Warranty Repairs Services.

### **Financial Impact**

No financial impacts are anticipated. The cost of services will be paid using Development Warranty Escrow funds provided by the Developer/Contractor.

### **Background**

The proposed series of agreements, including this agreement with EDGE Contracting, Inc., provides options to quickly bid and contract for development infrastructure warranty repairs that are not completed by a developer/contractor in accordance with City Ordinances, rules, and policies. Earlier in 2020, changes to Article V, Sec. 78-298 of the Arvada City Code were approved by Council to establish an escrow amount of 100% of the cost of public improvements for developments to reduce the City's exposure in cases of deficient or incomplete development. It is expected that this change will encourage timely completion of infrastructure and reduce protracted repair timelines and delayed warranty start times as well. We expect contracting for warranty repairs with on-call firms will be infrequent but we want to be prepared if these services are required.

### **Discussion**

Implementation of the On-Call Development Infrastructure Warranty Repairs Services requires the engagement of one or more General Right-of-Way contractors that can complete public infrastructure warranty repairs as needed. In association with this requirement, the City conducted a solicitation through a Request of Qualifications (RFQ). EDGE Contracting, Inc. submitted a Statement of Qualifications that represented their experience, expertise and abilities to meet the requirements of the RFQ. The scope of work that would be required to implement On-Call Development Infrastructure Warranty Repairs includes excavation and sub-grade corrections, asphalt paving and patching, concrete curb, gutter, cross pans, and sidewalk repairs, park, trail and park infrastructure repairs, landscaping and other similar repairs commonly associated with public infrastructure that is provided within developments.

The Arvada team believes that Council approval of this resolution authorizing the agreement as described herein will support the City's responsibility to ensure the construction of high quality public infrastructure in a timely and responsive manner. Please note that there are six resolutions on the January 25 agenda which, if approved, will provide the City with six on call



service contracts. Engaging six separate contractors will provide the City with the capacity to address warranty issues in a timely manner and the diversity necessary to address the unique circumstances of a development project.

### **Public Contact**

Posting of Council agenda

### **Commission Recommendation**

N/A.

### **Strategic Alignment**

The recommended action supports the following Strategic Results within the Community and Economic Development and Infrastructure Priority Areas of the City Council Strategic Plan:

*95% of development approvals conform to the City's Comprehensive Plan.*

*The engineering standards and City code framework will be updated.*

### **Alternative Courses of Action**

N/A

### **Recommendation for Action**

The Arvada team recommends that the City Council approve R21-016, A Resolution Authorizing an Agreement Between the City of Arvada and EDGE Contracting, Inc. for On-Call Development Infrastructure Warranty Repairs Services.

### **Suggested Motion:**

I move that R21-016, A Resolution Authorizing an Agreement Between the City of Arvada and EDGE Contracting, Inc. for On-Call Development Infrastructure Warranty Repairs Services, be (approved) (rejected).

Prepared by:

Brita Van Horne, Deputy Director of Community & Economic Development

Reviewed by:

Approved by:

|                                                                      |            |
|----------------------------------------------------------------------|------------|
| Josie Suk, Development Systems and Administrative Manager            | 12/10/2020 |
| Brita Van Horne, Deputy Director of Community & Economic Development | 12/21/2020 |
| Ryan Stachelski, Director of Community and Economic Development      | 12/22/2020 |
| Hannah Gregory, Legal Administrative Assistant                       | 12/22/2020 |
| Gail Walker, Legal Specialist-Contracts                              | 12/22/2020 |

**SUBJECT:** R21-016 A Resolution Authorizing an Agreement Between the City of Arvada and EDGE Contracting, Inc. for On-Call Development Infrastructure Warranty Repairs Services

**PAGE:** 3  
**ITEM:** 8.A.4.

Emily Grogg, Senior Assistant City Attorney

12/22/2020

Rachel Morris, City Attorney

1/13/2021

Lorie Gillis, Deputy City Manager

1/13/2021

Mark Deven, City Manager

1/14/2021

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R21-016

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN  
THE CITY OF ARVADA AND EDGE CONTRACTING, INC. FOR  
ON-CALL DEVELOPMENT INFRASTRUCTURE WARRANTY  
REPAIRS SERVICES

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 Edge Contracting, Inc. for on-call development infrastructure warranty repairs services.

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

APPROVED AND ADOPTED this 25th day of January, 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  
EDGE CONTRACTING, INC. FOR ON-CALL DEVELOPMENT  
INFRASTRUCTURE WARRANTY REPAIRS SERVICES**

- 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 EDGE Contracting, Inc. whose place of business is located at 1453 Brickyard Road, Golden, Colorado 80403 (“Contractor”).
- 2. RECITALS AND PURPOSE.**
  - 2.1. Arvada requires a qualified firm to provide on-call construction services for completing development infrastructure warranty repairs, including but not limited to excavation and subgrade corrections, asphalt paving and patching, concrete curb, gutter, cross pans, and sidewalks, water distribution system repairs, wastewater collection system repairs, stormwater management system repairs, park trail and park infrastructure repairs, landscaping, and other associated infrastructure repairs.
  - 2.2. Arvada will require these on-call services when warranty punch list items are not completed by the required developer or contractor permitted by Arvada. Pursuant to Arvada City Code Chapter 78, Public Improvements, Arvada has the right to complete or repair unfinished work using the security that is required for permits issued by Arvada.
  - 2.3. Due to the uncertainty of when or if these projects will arise and the wide variety of types of work that will be required to complete the warranty repairs, Arvada requires multiple contractors to be available on an as needed basis.
  - 2.4. On or about October 30, 2020, Arvada issued a Request For Qualifications for Development Infrastructure Warranty Repairs, RFQ-20-Development Infrastructure Warranty Repairs seeking proposals from qualified firms to provide professional services described in Sec. 2.1 (“the Work”).
  - 2.5. Contractor has extensive experience in providing on-call construction services, specializing in underground utilities, drainage, structural concrete, concrete flatwork, stream restoration, earthwork, demolition, and transportation and environmental projects. On or about November 20, 2020, Contractor submitted its Response to Arvada’s RFQ (“Response”).
  - 2.6. 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.
  - 2.7. 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 RFQ-20- Development Infrastructure Warranty Repairs;  
and

Exhibit 2: Contractor's Response, including standard pricing.

All exhibits referred to in this Agreement are attached hereto and are, by reference, incorporated herein for all purposes. 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 Contractor's proposed project timeline in its Proposal, 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 **four** 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 RFQ, 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. If a project becomes necessary for Arvada to complete or repair, Arvada and Contractor shall agree to an amendment to this Agreement to set the specific project requirements and compensation. At the time of amendment, Contractor may be required to deliver a performance and payment bond, executed by a surety company authorized to do business in the state, in an amount equal to 100 percent of the price specified in the amendment. 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 Brita Van Horne as Arvada's Project Manager. Ms. Van Horne 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 Manager(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 RFQ requirements, and agrees to be bound by those terms and conditions with the following amendment:

12.1. Arvada's RFQ on page nine is amended in the paragraphs under number 20. Scope of Work will be defined and negotiated through an amendment to this Agreement and not as a Purchase Order as previously described in the RFQ. Signing authority and approval will be pursuant to Arvada's Purchasing ordinance. The rest of the unnumbered paragraphs on page 9 remain unchanged.

**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. PERFORMANCE MEASURES.** The Performance Measures for this Agreement shall be determined at the time that a project is awarded to Contractor and shall be included in the amendment.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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 \_\_\_\_\_, 20\_\_\_\_.

**CITY OF ARVADA**, a Colorado home rule  
municipal corporation

\_\_\_\_\_  
Marc Williams  
8101 Ralston Road  
Arvada, CO 80002

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: \_\_\_\_\_

**EDGE CONTRACTING, INC.**

---

Cole Cattoor, Vice President  
1453 Brickyard Road  
Golden, Colorado 80403

**EXHIBIT 1**  
**AN AGREEMENT BETWEEN THE CITY OF ARVADA AND**  
**EDGE CONTRACTING, INC. FOR ON-CALL DEVELOPMENT**  
**INFRASTRUCTURE WARRANTY REPAIRS SERVICES**



## REQUEST FOR QUALIFICATIONS

**RFQ #:** RFQ-20- Development Infrastructure Warranty Repairs

**Title:** Development Infrastructure Warranty Repairs

**RFQ Issued:** 10/30/2020

**Informational Meeting:** N/A

**Question Deadline:** 11/11/2020 12:00 p.m. local time  
Questions and responses will be posted on BidnetDirect.com

**Qualifications Due By:** 11/20/2020 12:00 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 award.

**For additional information, contact:** Please submit questions on Bidnetdirect.com

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     |
| Insurance Requirements                              | page 6     |
| Administrative instructions and Evaluation Criteria | page 7     |
| Scope of Work                                       | page 7     |
| Submittal Forms and Checklist                       | page 10-11 |
| Attachments/Exhibits                                |            |

## 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. 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 vendor. 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 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.

**2. 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 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. 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.

**4. 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.

## 5. 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 and the Cooperative Educational Purchasing Council (CPEC).

We hereby request that any member of MAPO/CPEC be permitted to avail itself of this contract and purchase, as specified by the contract resulting from this RFQ, 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.

## 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 \$2,000,000, 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 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 ESTABLISH A CONTRACT:**

The purpose of this Request for Qualifications is to provide vendors 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 vendor.

Submitted documents are proprietary working documents offered by prospective vendors 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) 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.
- 2) The only authorized version of this Solicitation and addenda is available at [WWW.BIDNETDIRECT.COM](http://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 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 RFQ 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*
- 2) *Project Team Experience*
- 3) *Project Approach*
- 4) *Price/rate sheet for on-call services (most large projects will be quoted among the pre-qualified group anticipated to be 3-5 contractors).*

### **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**

The City of Arvada is requesting qualifications from qualified General Right-of Way Contractors to provide on-call construction services for completing development infrastructure warranty repairs including but not limited to excavation and subgrade corrections, asphalt paving and patching, concrete curb, gutter, cross pans, and sidewalks, water distribution system repairs, wastewater collection system repairs, stormwater management system repairs, park trail and park infrastructure repairs, landscaping, and other associated development infrastructure repairs.

Quantities may vary widely from development to development and will be bid per project. Prices for work requiring excavation must include third party compaction testing and reports. Asphalt and concrete work must include third party testing and reports showing materials are in compliance with approved designs and City Standards. Alterations to stormwater detention capacities will require verification of compliance with the approved design by providing a pond certification letter from a Licensed Professional Engineer in the State of Colorado.

### **Scope of Work**

The following is a list of the types of services and projects to be performed which may encompass replacement, rehabilitation, repair, improvement, and new construction.

While it identifies several services that are anticipated to be required, it may not be all inclusive of the types of services to be performed.

1. Repair of underground water distribution system pipelines;
2. Repair or replacement of water distribution, wastewater and stormwater appurtenances such as but not limited to manholes, valves, water meters, air vacs, fire hydrants, cathodic protection, etc.;
3. Repair of underground wastewater collection system pipelines and service connections;
4. Construction or repair of stormwater management systems including pipelines, curb inlets, open channels, structures, ponds and other storage facilities;
5. General site work including clearing and grubbing, excavation of backfill, earth moving, compaction, and soil disposal;
6. Pavement including asphalt and concrete paving and patching including excavation and compaction in areas of subsidence;
7. Concrete curb and gutter and cross pan removal and replacement, and general flatwork replacement including but not limited to sidewalks and ramps;
8. Construction or repair of park trail or park infrastructure elements;
9. Installation or repair of landscaping elements in the rights-of-way or easements;
10. Repair of other infrastructure as shown on the approved construction drawings for the development.

Construction services may include the following:

1. Construction schedule preparation;
2. Construction cost estimation;
3. Site supervision;
4. Applicable construction permits;

5. Stormwater management/management plan;
6. Site protection and security;
7. Traffic control;
8. Bypass pumping;
9. Groundwater management pumping;
10. Pavement demolition;
11. Concrete patching and paving;
12. Concrete flatwork;
13. Asphalt patching and paving;
14. Earthwork, clearing and grubbing, earth moving, backfill, compaction, disposal;
15. Riprap installation;
16. Pipeline installation for water distribution, wastewater and stormwater collection;
17. Manhole and vault installations;
18. Use of trenchless technologies;
19. Warranty and management of project safety and quality control;
20. Other related services as mutually agreed by the parties.

The City intends to award a contract to two or more contractors to provide the services outlined in this RFQ and such other related services as required. The resulting Agreement(s) will have an initial term of one (1) year and may be extended at the City's option for additional one year periods not to exceed four (4) additional one year periods, subject to mutual agreement by both parties. At the City's discretion, it may choose not to incorporate one or more portions of the general scope of services described in this RFQs into any contract(s) executed pursuant to this RFQ.

Work will be on an as-needed basis with the Scope of Work to be defined, Work Orders negotiated, and Purchase Orders issued prior to commencement of any work. The cumulative total of each project associated with this RFQ shall not exceed \$300,000.

Any project exceeding a cumulative total of \$300,000 requires prior written approval by the Purchasing Director and only after such exception has been determined to be in the City's best interest.

Subcontractor information will be requested at the time a Work Order is scoped and should not be included in response to this RFQ.



## 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 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 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
- ☐ Cover & Executive Summary.
- ☐ Detail Firm's and employees' Capabilities, Experience, Licensing, and Compliance Status.
- ☐ Details of Qualifications – products & services, implementation timeline and warranties.
- ☐ Completed City 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 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:  
#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: \_\_\_\_\_

\_\_\_\_\_

**EXHIBIT 2**  
**AN AGREEMENT BETWEEN THE CITY OF ARVADA AND**  
**EDGE CONTRACTING, INC. FOR ON-CALL DEVELOPMENT**  
**INFRASTRUCTURE WARRANTY REPAIRS SERVICES**

# REQUEST for Qualification RFQ - 20

City of Arvada  
Development Infrastructure Warranty Repairs

**EDGE Contracting, Inc.**

[www.edgecontracting.com](http://www.edgecontracting.com)



Exhibit 2

**EDGE CONTRACTING, INC.**  
**REQUEST FOR QUALIFICATIONS – RFQ-20**  
**DEVELOPMENT INFRASTRUCTURE WARRANTY REPAIRS**

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November 20, 2020



**City of Arvada**

**Attention: Selection Committee**

8101 Ralston Road

Arvada, CO 80002

**RE: EDGE Contracting, Inc.'s Statement of Qualifications (SOQ) for  
Request for Qualifications (RFQ-20) for City of Arvada – Development Infrastructure Warranty Repairs**

Dear Selection Committee:

Thank you for the opportunity. EDGE Contracting, Inc. (EDGE) is excited to be submitting it's SOQ included herewith in hopes of being selected as a qualified contractor to partner with and serve the City of Arvada through completing the City's Development Infrastructure Warranty Repairs.

EDGE is a heavy civil-contractor founded in 2001, incorporated in the State of Colorado, and staffed with professionals experienced in underground utilities, drainage, structural concrete, concrete flatwork, stream restoration, earthwork, demolition, transportation and environmental projects. Our office is located in Golden, Colorado and our company has been blessed with richly talented and experienced laborers and operators.

As a responsible bidder and qualified contractor, EDGE is in the business to deliver great projects on time and on budget to our customers. We are a fair, reasonable and honest project partner. We value our relationships with design engineers, project stakeholders and project owners. While EDGE services both the private and public sectors, the bulk of our workload comes from public projects. EDGE has developed strong partnerships with many governmental entities and is either a short listed, pre-qualified and/or preferred contractor with Jefferson County, City of Thornton, City of Greeley, Urban Drainage and Flood Control District dba Mile High Flood District and the Southeast Metro Stormwater Authority.

What sets EDGE apart from other heavy civil contractors is we are a well-rounded, medium sized general contractor and no project is too small. The estimated construction costs for the City's projects are typical projects for us. We have great relationships with many qualified, specialty sub-contractors who we work with in completing multi facet projects. On most projects; it can be a challenge attracting a large pool of contractors since the project costs can sometimes be equally distributed over several project elements and some specialty contractors don't want to be a general contractor in that circumstance. EDGE self-performs many work elements on any given project.

Our capability of self-performing most of the work on projects, experience, past performance, resources, commitment to safety, solid financial standing, leadership team and field crews make us an ideal project partner for the City of Arvada. We have reviewed the RFQ and are highly interested in future opportunities and partnering with the City of Arvada. Please select EDGE and allow us the opportunity to work with you.

Please contact us if any additional information is desired during or after your review. Any further inquiry related to this SOQ can be directed to Michael "Scott" Palmer, P.E. ([spalmer@edgecontracting.com](mailto:spalmer@edgecontracting.com)); main office phone: (303) 339-1050.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeff Davis", with a horizontal line extending to the right.

Jeff Davis  
President

1453 Brickyard Road Golden, Colorado 80403  
[www.edgecontracting.com](http://www.edgecontracting.com)

### **Part 1 – Firm and Employees Capabilities**

EDGE Contracting, Inc. (EDGE), headquartered in Golden, CO has been in business for over nineteen (19) years, since July 25, 2001. Currently, EDGE has over sixty (70) full time employees.

EDGE is a heavy civil contractor with employees having over 30 years of relevant experience with open channel drainage improvements, water infrastructure, facilities infrastructure, wastewater infrastructure and stormwater infrastructure. EDGE is also a qualified general contractor to facilitate all civil infrastructure needs including grading, utilities, concrete structures, concrete flatwork and roadways.

EDGE is a qualified resource for City of Arvada. EDGE is also currently pre-qualified and short listed with Urban Drainage and Flood Control District (UDFCD), Southeast Metro Stormwater Authority (SEMSWA), City of Thornton, City of Greeley and Jefferson County. Many other jurisdictions and municipalities use the UDFCD short list of pre-qualified contractors as their own and we have delivered for them too. EDGE has built a solid reputation with these agencies and would be happy to serve City of Arvada if given the opportunity.

EDGE values being short listed as a pre-qualified contractor. Our experience with the previously mentioned jurisdictions and municipalities is that EDGE and that owner have developed strong, positive working relationships where each project gets easier for everyone, no matter the challenge. Each one of these municipalities can be assured they have a dependable and responsible contractor on their side as a project partner.

City of Arvada and staff should feel great about entering the construction phase of any project and not uneasy regarding the contractor who was selected for the project. How many times has a municipality's project manager walked out of a bid opening and felt like they just got in line for the scariest roller coaster ride? The development of this short list of prequalified contractors with EDGE included on that list will eliminate that uncertainty feeling/emotion.

EDGE has completed several projects partnering with many jurisdictions in Colorado. The project partnering process has been interesting and has proved to be a great benefit for every project. Cole Cattoor and Scott Palmer have been EDGE's primary representatives during the design and pre-construction phases and are instrumental when it comes to risk analysis, value engineering, planning, scheduling, cost estimating, and utility coordination while working with project owners and design teams on each of these projects. EDGE would be a great project partner for City of Arvada.

We have also acquired newer equipment with built in GPS, grade control technology. We have much better control on costs when we use this equipment because we can hit proposed subgrade elevations on the nose and prevent overruns on imported aggregates, (ie. Riprap bank protection, sculpted concrete). This savings makes us more competitive, saving our customers money.

Along with equipment upgrades, we have survey grade, rovers to use on construction sites along with a base station. While we are not claiming to be licensed surveyors, we have the technology. We still rely on a professional licensed land surveyor (PLS) to establish and verify project control, stake hard structures, and complete as-built surveys. We can check in on control at any time to make sure our system is in tolerance. This technology has been very handy when working in rivers where the scope of work involves locating the placement of natural riverine features with the project engineer. It is also



nice to be able to instantly confirm grades relative to floodplain cross sections during construction. We have eliminated downtime from lost stakes, and from scheduling coordination with a PLS. This saves EDGE money and in turn saves our customers money.

We continue to grow and develop our structural concrete resume while having completed numerous, large concrete structures. Our abilities and talent constructing concrete structures has really set EDGE apart and we have become recognized or preferred by many of our jurisdictional customers. We are incredibly competitive with our pricing and the completed products on projects have earned much praise.

The EDGE project team has worked together on numerous projects over many years. Our entire staff communicates, and problem solves with one another on a regular basis on all our projects. Aside from our proposed project team, EDGE has additional employee resources readily available to consult with and contribute as needed. As a result; the strength, knowledge, expertise, and experience of EDGE's project team rivals any construction company in Colorado.

Cole Cattoor is EDGE's Principal in Charge and is the lead estimator on all bids prepared and submitted by EDGE and on all major Project Change Orders. Cole stays current on all of EDGE's projects through the warranty period.

Below is a picture of our most recent concrete box culvert work on the \$7.2M, Spring Gulch Phase 2 Project in Longmont, CO where we are 90% complete.



EDGE's project team has worked together on numerous projects over many years. Our entire staff communicates, and problem solves with one another on a regular basis on all our projects. EDGE has employee resources readily available to consult with and contribute as needed. As a result; the strength, knowledge, expertise, and experience of EDGE's project team rivals any construction company in Colorado.

**Cole Cattoor is EDGE's Principal in Charge** and is the lead estimator on all bids prepared and submitted by EDGE and on all major Project Change Orders. Cole stays current on all of EDGE's projects through the warranty period.

**Scott Palmer** will assist Cole in bidding projects. At City of Arvada's request, Scott can be an available resource for the City's staff during the design and pre-bid phase to help review/evaluate project scope, constructability and value engineering options for City of Arvada's consideration on projects. During construction, Scott stays involved and current with EDGE's Project Managers and Operations Manager about schedules, resource allocation, means and methods, construction sequencing, quality control and customer service. Scott will be involved and typically be seen on the project site from time to time and attend critical project meetings.

**Brett Bourne** is responsible for and oversees EDGE's equipment fleet. Brett will be working closely with Gary and Scott daily, collaborating EDGE's resource allocation and any additional needs for the project. Brett is also EDGE's lead on coordinating project control with professional land surveyors and implementing GPS controlled equipment on our project for use on certain work elements. Our GPS controlled equipment can be a valuable resource while completing some construction elements and tasks and has proven to reduce costs by preventing material overruns and waste. This savings helps EDGE stay competitive while passing on the savings to the City of Arvada.

**Gary Bliss is our Operations Manager.** Gary is instrumental in managing our crew and equipment assignments for every project. Gary works closely with Brett, Cole, Scott, Project Managers, and Foremen on the project schedules and really takes the lead on delivering the equipment and manpower on every project. Gary also collaborates daily with our foremen and Project Managers about real time, means and methods on all construction activities.

**Doug Wenzel, David Davis, Louis Singer or Jason Kopp** are full time **Project Managers/Estimators** on staff. All our project Managers are experienced estimators and terrific project managers. They all are experienced, knowledgeable, professional and have a great disposition while working with our project partners and owners.

**Craig Davis** supervises all of us. Craig takes the lead for EDGE on our health and safety and erosion and sediment control. Craig does a great job keeping us out of trouble and in compliance regarding job site safety, water quality and erosion and sediment control. Craig manages, administers, and inspects all our CDPHE permitting, maintains stormwater managements plans, water quality testing, and our safety meetings.

**Michelle Colledge is our Contract Administrator.** Michelle works closely with Cole, Scott, Project Managers, and Foremen. Michelle tracks our projects' daily manpower and equipment usage on every project. Michelle also assists Cole and the Project Managers with subcontracts and project set-ups.

EDGE self performs the completion of concrete structures and concrete flatwork restoration. **Joe Sanchez is our concrete superintendent** who has over 40-years of experience building numerous and amazing concrete structures. Joe does a fantastic job leading and overseeing our concrete crews. Joe works closely with our project team daily when concrete services are needed on our projects.

**Ryan Davis and Shea Davis** are only related in the professional sense. They are both seasoned drainageway veterans and highly productive foremen. These two guys are both water wise and know how to responsibly manage water on our open channel, river projects. They both have completed some beautiful river restoration and channel stabilization projects, which included riprap bank stabilization, softer and more natural root wad type stabilization techniques, grouted boulder drop structures, and riffle drops. EDGE is proud to have both superstars on our team.

**Jack Hyde, Lenny Swarts and Joe Martinez** lead our mainline and short utility crews. EDGE is structured to be able to allocate the appropriate size pipe crew(s) for any project. Many companies are fixed with main line pipe crews which are costly on smaller projects; since they can result with having too many resources (costs) allocated to them. EDGE can deliver the right resources for a large, lengthy pipe project with main line crews or short utility crews for smaller, shorter projects or for service and fire hydrant installs. Our short utility crews will typically be assigned to complete the facilities infrastructure work on any project and as support with our main line pipe crew(s). EDGE can deliver any size of project with the appropriately sized pipe crew(s).

Full resumes can be seen in the appendices, Exhibit 1.

## **Part 2 – Details of Qualifications**

In 2015 EDGE partnered with the City of Arvada to complete the Kipling Underpass – Van Bibber Trail Extension project. This project consisted of the installation of 107 LF of 14' x 8.5' cast in place box culvert below Kipling Parkway and the construction of 42,500 SF of 10' wide concrete bike/walking path, block facing and rock retaining walls. It also included construction of stamped concrete median in Kipling Parkway. The box was completed in two phases which required extensive traffic control throughout the jobsite and a temporary detour. EDGE was able to complete this project in time for the August 9, 2016 ribbon cutting ceremony.





In 2018/2019, we completed the Middle South Platte Alliance – Lower Latham Ditch Project in Evans, CO. From this project we have become well versed with Obermeyer and Radial Gates while completing both a 180 LF Obermeyer Gate and a 20 LF Radial Gate System across the South Platte River and 35 LF Obermeyer Gate System across the Lower Latham Ditch. This project also provided water control and dewatering challenges; but EDGE always prevails responsibly when it comes to dealing with water.



In 2019, we expanded our natural riverine stabilization resume while working with Otak, Stillwater Sciences, AlpineEco, and Larimer County on the Poudre River Restoration at River Bluffs project. On this project, members of our team took an abundance amount of revegetation and planting knowledge pertaining to soil conditioning, seed bed prep, and plantings. We really worked from an 80% set of drawings and worked hand in hand with the entire team locating and placing large wood, root wads, live willow brush, plantings and installing beaver dam analogs. One item to note is this enjoyable project was completed under our original contract amount.



EDGE still does an amazing job completing challenging, urban storm sewer system projects too. We completed the Easterly Creek Detention and Outfall Project in 2019 for the City of Aurora with MHFD as project sponsor. This project included a new storm outfall and collection system through a neighborhood to a new full spectrum detention pond. Ancillary work included relocating the water main and many other dry utilities and a water service line. This project demanded much public outreach and notification and EDGE delivered. This was a hard-bid project but any project like this would be a great candidate for a project partnering project.



Having completed uncountable projects of all nature, we have a tremendous amount of experience completing countless work tasks related to all likes of infrastructure around water; including culverts, box culverts, bridges, retaining walls, structural concrete walls, concrete trails, grouted boulder drop structures, bank stabilization, riprap, check structures, detention ponds, sediment removal, utility/stream crossing, etc.

Many of our completed projects were through a competitive bid process and several projects were modified design build jobs where the sponsors and design engineers selected EDGE to contribute during the design phase and construct their project based on a proposal that outlined our experience with similar projects, unit costs, value engineering, proposed work schedule, project understanding, and mitigation of potential risks. Whether it be a competitive bid project or design-build project; our team will engage and become a team player with project owners, stakeholders and design engineers alike.

Our internal process begins immediately we are aware of a project bidding or when we can participate in a design bid process. We immediately begin to identify general key elements of the project followed up by investigating the unique key elements of the project. We can then focus on finer details, risks, and visualize work flow, construction sequencing, scheduling, and costs. Through this process we can typically identify value engineering opportunities and explore means and methods to help mitigate risks.

Our team will be coordinating regularly with all parties involved with our project starting with a pre-construction meeting. Weekly progress meetings will also take place onsite. We will bring our sub-contractors on a few weeks before they are scheduled for their work by including them in our weekly project meetings. This way our subcontractors can finalize their schedules and get up to speed with our project e project before we need them onsite to perform

Certain subcontractors' work elements deserve a lot of detailed attention. In these cases, we would be wanting to coordinate with all parties and schedule a task specific pre-construction meeting specific for those elements. This way, those certain work elements get their own agenda and attention they deserve.

At the weekly progress meetings, we will walk the project site with all project team members including the owner and design engineer. We will be reviewing all the progress and work; encouraging the project team members to be inspecting, drawing attention to anything that is not acceptable, so we can make sure it gets corrected as soon as possible. All discrepancies noted by stakeholders will be tracked on progress meeting agendas until they corrected.

Some of our project management resources include Microsoft Project in preparing, tracking and maintaining project schedules, HCSS Heavy Job and HCSS Telematics for GPS to track and analyze project costs, manage employee timecards and track resource allocation. Several of our staff have routine and expertise using this software daily in keeping track of resource allocation and project costs.

EDGE Contracting, Inc. is a high caliber contractor and project partner for the City of Arvada. EDGE is capable and a willing teammate and if you have any questions during this review, please call us.

Thank you for the opportunity and we hope to be working with you soon.



## REQUIRED VENDOR SUBMITTAL FORM

### SUBMITTED BY:

Company Name: EDGE Contracting, Inc.

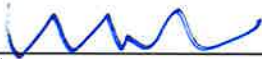
Contact Names: Sales/Customer Service Cole Cattoor

Address: 1453 Brickyard Road, Golden, CO 80403

Phone: ( 303 ) 339-1050 Email(s): ccattoor@edgecontracting.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:  | 11/20/2020     | 84-1600804                   |
| Signature of Authorized Agent                                                         | Date           | FEIN                         |
| Cole Cattoor                                                                          | Vice President | ccattoor@edgecontracting.com |
| Typed/Printed Name of Agent                                                           | Title of Agent | Agent 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: 0 %      Days,    Net: 30 Days,    Accept Visa without additional fee? No

**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 NONE

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
- ☒ Cover & Executive Summary.
- ☒ Detail Firm's and employees' Capabilities, Experience, Licensing, and Compliance Status.
- ☒ Details of Qualifications – products & services, implementation timeline and warranties.
- ☒ Completed City 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. N/A
- ☒ 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:  
#1 NONE #2 \_\_\_\_\_ #3 \_\_\_\_\_

**REFERENCES:**

- ☒ Check here if Firm's standard reference sheet is attached, otherwise, use the space below.

Name: SEE APPENDICES - EXHIBIT 2 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: \_\_\_\_\_

\_\_\_\_\_

**EDGE CONTRACTING, INC.**  
**Price/Rate Sheet for on-call services**

|                     | Equipment Description                                 | Hourly Rate |
|---------------------|-------------------------------------------------------|-------------|
| <b>Personnel</b>    | Foreman/Pickup/Grade Checker                          | \$ 90.00    |
|                     | Project Manager/Estimator                             | \$ 100.00   |
|                     | Office Administration                                 | \$ 70.00    |
|                     | Operator                                              | \$ 70.00    |
|                     | Labor                                                 | \$ 60.00    |
| <b>Loader</b>       | 950G Cat Loader w/Operator                            | \$ 210.00   |
|                     | 938G Cat Loader w/Operator                            | \$ 185.00   |
|                     | WA320 Komatsu Loader w/Operator                       | \$ 185.00   |
|                     | 420E Tracker Backhoe                                  | \$ 135.00   |
|                     | 289 Track Skid Steer w/Operator                       | \$ 140.00   |
|                     | 277B Track Skid Steer w/Operator                      | \$ 140.00   |
|                     | 236 Cat Skid Steer w/Operator                         | \$ 115.00   |
|                     | 236 Cat Skid Steer w/Grapple Bucket & Operator        | \$ 125.00   |
|                     | 236 Cat Skid Steer w/Broom & Operator                 | \$ 125.00   |
|                     | 236 Cat Skid Steer w/Hammer & Operator                | \$ 145.00   |
| <b>Excavator</b>    | 349EL Cat Excavator w/Operator                        | \$ 330.00   |
|                     | 336EL Cat Excavator w/Operator                        | \$ 250.00   |
|                     | 330CL Cat Excavator w/Operator                        | \$ 250.00   |
|                     | 330CL Cat Excavator w/Compaction Wheel & Operator     | \$ 265.00   |
|                     | 329EL Cat Excavator w/Operator                        | \$ 225.00   |
|                     | 325CL Cat Excavator w/Operator                        | \$ 225.00   |
|                     | 325CL Cat Excavator w/Thumb & Operator                | \$ 240.00   |
|                     | 325CL Cat Excavator w/Compaction Wheel & Operator     | \$ 240.00   |
|                     | 321CR Cat Excavator w/Operator                        | \$ 185.00   |
|                     | 321CR Cat Excavator w/Shaker Head & Operator          | \$ 215.00   |
|                     | 321CR Cat Excavator w/Thumb & Operator                | \$ 200.00   |
|                     | 321CR Cat Excavator w/Pile Vibratory & Operator       | \$ 235.00   |
|                     | 320DL/E Cat Excavator w/Operator                      | \$ 185.00   |
|                     | PC138 Komatsu Excavator w/Operator                    | \$ 150.00   |
|                     | PC300 Komatsu Excavator w/Operator                    | \$ 250.00   |
|                     | PC300 Komatsu Excavator w/Compaction Wheel & Operator | \$ 265.00   |
|                     | 308 Cat Excavator w/Operator                          | \$ 135.00   |
|                     | 308 Cat Excavator w/Thumb & Operator                  | \$ 140.00   |
|                     | PC78-MR3 Komatsu Excavator w/Operator                 | \$ 135.00   |
|                     | PC78-MR3 Komatsu Excavator w/Hammer & Operator        | \$ 165.00   |
|                     | PC78-MR3 Komatsu Excavator w/Shaker Head & Operator   | \$ 160.00   |
| <b>Water Truck</b>  | 2MG Water Truck w/Operator                            | \$ 125.00   |
| <b>Compactor</b>    | CP433C Sheepsfoot w/Operator                          | \$ 160.00   |
|                     | CP433C Smooth Drum w/Operator                         | \$ 140.00   |
|                     | Plate Compactor w/Operator                            | \$ 75.00    |
|                     | DPU 6055 Plate Compactor w/Operator                   | \$ 100.00   |
|                     | Jumping Jack Wacker w/Operator                        | \$ 75.00    |
| <b>Grader</b>       | 140H Motor Grader w/operator                          | \$ 220.00   |
| <b>Dozer</b>        | D39EX-21 Komatsu Dozer w/Operator                     | \$ 150.00   |
|                     | D6N-XL Cat Dozer w/Operator                           | \$ 255.00   |
| <b>Dump Truck</b>   | Side Dump/End Dump Trailer                            | \$ 120.00   |
|                     | Tandem Truck                                          | \$ 95.00    |
| <b>Mobilization</b> | Low Boy Trailer Mobilization                          | \$ 210.00   |
|                     | Foreman/Pickup/Trailer                                | \$ 105.00   |
| <b>Generator</b>    | 2.5KW Gasoline Generator                              | \$ 25.00    |
|                     | 6KW Multiquip Generator                               | \$ 30.00    |
|                     | 20KW Diesel Generator                                 | \$ 65.00    |
| <b>Pump</b>         | 2" Trash Gasoline Pump                                | \$ 20.00    |
|                     | 3" Trash Gasoline Pump                                | \$ 30.00    |
|                     | 3" Submersible Pump                                   | \$ 10.00    |
|                     | 2" Submersible Pump                                   | \$ 5.00     |
|                     | 6" VAC Silent Pump                                    | \$ 45.00    |
|                     | Hydrostatic Pump                                      | \$ 25.00    |
|                     | Manhole Blower                                        | \$ 20.00    |
| <b>Hand Saw</b>     | Stihl Chain Saw w/Operator                            | \$ 75.00    |
|                     | Diamond Concrete Saw w/Operator                       | \$ 185.00   |
|                     | Husquama F5524 w/Operator                             | \$ 145.00   |
|                     | Stihl Chop Saw w/Operator                             | \$ 130.00   |
| <b>Laser</b>        | Topcon TP-L4BG Pipe Laser                             | \$ 30.00    |
|                     | Topcon RL-H3C Laser                                   | \$ 20.00    |
|                     | Laser Alignment LB-10                                 | \$ 20.00    |
|                     | Utility Locator                                       | \$ 20.00    |

**Qualifications:**

1. A charge of \$30.00/hr. will be added to the above prices for STANDARD OVERTIME.
2. A charge of \$35.00/hr. will be added to the above prices for SNOW REMOVAL.
3. A charge of \$40.00/hr. will be added to the above prices for SUNDAY AND HOLIDAYS.
4. A minimum 8 hour charge is in effect unless the equipment is already on-site.
5. Additional rates are available upon request.
6. A charge of \$20.00/hr. will be added to the above equipment prices for DAVIS BACON WAGES.
7. A charge of \$35.00/hr. will be added to the above labor prices for MOUNTAIN WORK.



## PROJECT TEAM

### INDUSTRY EXPERIENCE

26 Years

### REFERENCES

Jon Nelson  
SEMSWA  
303-858-8844

Richard Borchardt  
UDFCD  
303-455-6277

Molly Trujillo  
SEMSWA  
303-858-8844

## COLE CATTOOR, Principal In Charge / Lead Estimator

### PROFESSIONAL SUMMARY

Cole started his construction career in 1992 as a Grade Checker for Tarco Inc. while attending college. After graduating from college with a Structural Engineering degree in 1997, Cole was hired by Tarco Inc. as an Estimator/Project Manager. In 2001 Cole started EDGE Contracting, Inc. to focus more of his time on drainage and flood control projects. Over the last 20 years, Cole and his team have successfully completed over \$100 million dollars of drainage projects for Urban Drainage, SEMSWA and other local governmental agencies. Today Cole spends most of his time sharing his knowledge with his team. In addition to Cole's drainage related projects, he is also very experienced in road building, underground utilities, commercial site development, structural concrete and structural demolition.

### RELEVANT EXPERIENCE

- \* Bid Takeoff & Estimating
- \* Bid Review & Job Procurement
- \* Customer Marketing
- \* Policy & Procedure Review
- \* Project Management/Estimating
- \* Job Cost and Financial Analysis





# PROJECT TEAM



## INDUSTRY EXPERIENCE

18 Years

## RELEVANT TRAINING

2017 Stream Academy

**MILITARY:** U.S. Navy 4-years

## REFERENCES

Richard Borchardt  
UDFCD

303-455-6277

Paul Danley  
SEMSWA

303-858-8844

Jeanne Boyle  
Merrick & Company

303-964-3333

## MICHAEL "SCOTT" PALMER, P.E., CFM, Director of Construction Services

### PROFESSIONAL SUMMARY

After a 4-year enlistment in the U.S. Navy and graduating from Montana Tech; Scott began his construction career with the Montana DOT as a construction engineer performing surveying task and participating in the oversight of asphalt overlay, highway construction and bridge maintenance projects. In 2002, Scott relocated to Colorado where he began working as a project engineer for R.E. Monks Construction gaining valuable experience in mass earthwork operations, estimating and completing a couple of dam projects. In 2004, Scott joined Arapahoe Utilities & Infrastructure, Inc. (AUI) as an estimator. At AUI, Scott gained extensive knowledge in project partnering with developers; plan review, value engineering, scheduling and estimating. Scott joined SEMSWA in 2008. Over his 10 years at SEMSWA, Scott managed design and construction contracts on numerous drainage, water quality and detention projects. Scott worked closely with design and environmental consultants, project partners and stakeholders in completing the planning, scoping, designing, permitting, construction, monitoring and acceptance phases for all his projects. Scott recently joined EDGE Contracting, Inc. and with his knowledge and expertise he will become a valuable asset to the team.

### RELEVANT EXPERIENCE

- \* Willow Creek Quebec to Dry Creek Road, Centennial/\$1.7M
- \* Nameless Tributary Mesa Filing 1, Arapahoe Co./\$750K
- \* Little Dry Creek Drainage Improvements, Centennial/\$800K
- \* Willow Creek East Tributary, Centennial/\$500K
- \*\*Walnut Hills Drainage Improvements (2015 APWA Award) Centennial/\$1.5M**
- \*\*2015 Environment, Large Community Award, APWA Colorado Chapter**

\* Willow Creek Quebec to Dry Creek



\* Little Dry Creek Drainage Improvements



\* Walnut Hills Drainage Improvements





## PROJECT TEAM

### INDUSTRY EXPERIENCE

25 Years

### REFERENCES

Keith Knifer  
SITECH Rocky Mtn  
303-590-5350

Michael Snedigar  
Power Motive  
303-355-5900

Dan Trujillo  
ALPHA & OMEGA  
303-467-1700

### EDUCATION

Bachelor of Science, Construction Management  
Mankato State University, Mankato, MN

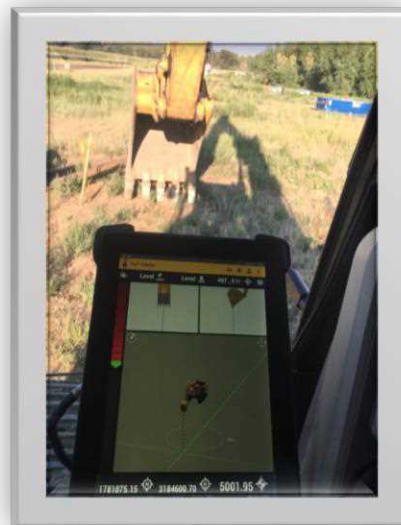
## BRETT BOURNE, V. President and Director of Technology & Field Operations

### PROFESSIONAL SUMMARY

Brett started his construction career after attending college at Minnesota State University. He graduated with a B.S. in Construction Management in 1994. After college he started as a project foreman with Minn-Kota Excavating in Minneapolis, MN. Brett then moved to Colorado in 1998 working for BELAIR Excavating as a site foreman. At BELAIR, Brett also gained experience in construction surveying, estimating and project management. In 2001 Brett started with EDGE Contracting as one of the founding members. Since then he has been involved in all aspects of construction operations at EDGE Contracting. Currently, Brett has been implementing Construction Technology into EDGE jobsites. Using GPS site positioning and Machine Grade Control systems our supervisors and operators can build our jobsites with more accuracy and efficiency. Also, Brett has been using UAS Topo Mapping to monitor productions and quantities.

### RELEVANT EXPERIENCE

- \* Coordinate Field Operations
- \* Manage Equipment and Labor
- \* Bid Review & Cost Analysis
- \* Client Relations
- \* Pre-project design and value engineering







## PROJECT TEAM

### INDUSTRY EXPERIENCE

29 Years

### REFERENCES

Steve Lange  
Ames Contruction  
303-944-8711

Dave Hayes  
Fiore & Sons  
303-356-7907

Josh Hayden  
Aggregate Industries  
720-201-4071

## GARY BLISS, Operations Manager

### **PROFESSIONAL SUMMARY**

Gary started his construction career in 1989 as a Project Foreman for Tarco Inc. Gary's knowledge of excavation and heavy equipment quickly earned him the position of Project Superintendent over many very large projects in the Denver Metro area. Gary has been working with EDGE Contracting, Inc. since 2006, initially as our General Superintendent, and now as our Operations Manager. Gary oversees all phases of construction from initial planning to completion. Gary also manages all the company's resources, including equipment and labor. Gary works very close with our project managers, project supervisor and owners to ensure our projects are delivered on time and with great attention to detail. Gary's expertise in Drainage, Concrete, Excavation & Underground Utilities makes him a great asset to any type of project.

### **RELEVANT EXPERIENCE**

- \* Westcreek Filing #1 & #2, Parker, CO / \$4.6M
- \* Globevill/Utah Junction Outfall, Denver, CO / \$4.1M
- \* 104<sup>th</sup> Avenue Widening, Thornton, CO / \$2.9M
- \* Dupont South 3, Commerce City, CO / \$2.7M
- \* Baranmor Ditch Imp., Aurora, CO / \$2.7M
- \* Kipling Underpass Trail Extension, Arvada, CO / \$2.5M
- \* Ridge Road Tributary, Arvada, CO / \$2.4M
- \* Ken Pratt Blvd Box Culvert, Longmont, CO / 2.4M
- \* Grange Hall Creek, Northglenn, CO / \$2.4M







## PROJECT TEAM

### INDUSTRY EXPERIENCE

30 Years

### EDUCATION

Bachelor of Science, Geology  
Winona State University

### REFERENCES

Richard Borchardt

UDFCD

303-455-6277

Molly Trujillo

SEMSWA

303-858-8844

Vern Adam

City of Aurora

720-859-4324

## DOUG WENZEL, Sr. Estimator/Project Manager

### PROFESSIONAL SUMMARY

Since 1985, Doug has been estimating and managing construction projects throughout the Denver Metro area with an emphasis on drainage improvements; involving box culverts, open-cut installation, detention ponds, outlet structures, boulder drop structures, rip rap bank protection, and restoration. Doug is an active member of our team, processing change orders, pay estimates, submittals, permits, and schedules. Doug also prepares and provides methods for dewatering, traffic control, water diversion, and pumping including river and stream diversions. Doug has had over 30 years of experience in the construction field and has been with EDGE since September 2004.

### RELEVANT EXPERIENCE

- \* Sandcreek Park Improvements, Aurora, CO / \$3.8M
- \* 104<sup>th</sup> Avenue Widening, Thornton, CO / \$2.9M
- \* Piney Creek Liverpool Reach 7, Centennial, CO / \$2.8M
- \* Baranmor Ditch Improvements, Aurora, CO / \$2.5M
- \* Kipling Underpass-Trail Extension, Arvada, CO / \$2.5M
- \* Ridge Road Tributary Outfall, Arvada, CO / \$2.4M
- \* Bolling Drive Tributary, Aurora, CO / \$2.2M
- \* Piney Creek Ranches, Centennial, CO / \$2M
- \* Piney Creek @ Caley Drive, Centennial, CO / \$2M

\* Sandcreek Park Improvements

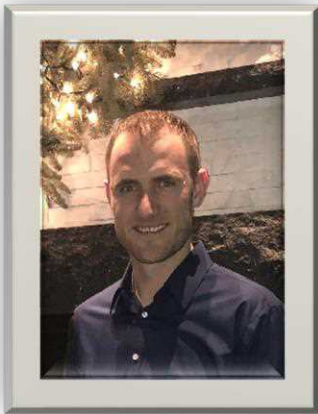


\* 104<sup>th</sup> Avenue Widening



\* Piney Creek Liverpool Reach 7





## KEY PERSONNEL

### INDUSTRY EXPERIENCE

10 Years

### EDUCATION

Bachelor of Science, Construction Management  
Northern Arizona University

### REFERENCES

Eric Ness  
Santec Corporation  
(303) 910-3531

Michael Bratcher  
Columbine Country Club  
(303) 345-4556

## DAVID DAVIS, Project Manager/Estimator

### PROFESSIONAL SUMMARY

David has been successfully managing construction projects throughout Colorado, Texas and New Mexico since his graduation from Northern Arizona University in 2009. David has gained a well-rounded experience with his exposure to a variety of construction projects. His experience with overseeing all phases of multi-million-dollar construction projects include infrastructure, hospitality, and municipality type ventures. David excels at working together with clients, design teams and project related personnel in order to plan and execute successful projects. David has enjoyed over 10 years of experience in the construction field and joined the EDGE Contracting team in April 2019.

### RELEVANT EXPERIENCE

- \* 136<sup>th</sup> & Holly St Improvements, Thornton, CO – \$3.2M
- \* Denver West Parking Expansion, Lakewood, CO – \$1.5M
- \* Westin Hotel Conference Center, Westminster, CO – \$4.6M
- \* Cottonwood Public Works Facility, Silverthorne, CO – \$7.2M
- \* Columbine Country Club, Columbine Valley, CO – \$20M
- \* Waterhouse Bldg. F, Breckenridge, CO – \$14M
- \* Everist Reservoir, Ft. Lupton, CO – \$13.5M
- \* El Pico Water Treatment Plant, Laredo, TX - \$89m
- \* Lake Alan Henry Water Supply Project, Lubbock, TX – \$36M
- \* Buckman Direct Diversion, Santa Fe, NM – \$189M

Buckman Direct Diversion

136<sup>th</sup> Ave & Holly St. Improvements

Denver West Parking Expansion







## PROJECT TEAM

### INDUSTRY EXPERIENCE

4 Years

### RELEVANT TRAINING

Construction Management B.S.

**MILITARY:** U.S. Army 4-years

### REFERENCES

Jon Hwang

NDANG

763-242-4765

Anthony Boehm

Paul Davis

218-850-2828

Aaron Lalim

NDANG

320-226-8343

## LOUIS SINGER, Estimator/Project Manager

### PROFESSIONAL SUMMARY

While attending college at North Dakota State University, Louis enlisted into the North Dakota Army National Guard as a Horizontal Engineer. Between school and his jobs/summer internships, Louis worked in many different types of construction industries, everywhere from landscaping and concrete to framing and dry wall. During his time in the National Guard, Louis honed his skills working with heavy equipment, including dozers, excavators, back-hoe loaders, scrapers, graders, loaders, and dump trucks. Louis has helped on projects in North Dakota for the National Guard such as a Richie Slew and Fargo Armory parking lot. Louis received an award for his work and knowledge during the 2018 Annual Training.

### RELEVANT EXPERIENCE

- \* Richie Slew, Camp Grafton, ND
- \* Parking Lot, Fargo Armory, ND



## PROJECT TEAM



### INDUSTRY EXPERIENCE

15 Years

### EDUCATION

Bachelor of Science, Construction Management  
Colorado State University, Ft. Collins, CO

### REFERENCES

Dan DeLange  
Boulder County  
303-441-3900

Scott Palmer  
SEMSWA  
303-858-8844

Mike Vanetta  
Jefferson County  
303-271-8585

## JASON KOPP, Estimator/Project Manager

### PROFESSIONAL SUMMARY

After graduating CSU in 2004 with a BS in Construction Management, Jason has been working in the heavy civil construction industry. He has worked on many new subdivisions for open cut sewer, water and storm pipelines. He currently estimates and manages for EDGE and has been with them since May 2013. He has worked on projects that include three sided boxes with precast wingwalls for more efficient road crossings, large diameter sanitary sewer by-pass and install, cast in place box culverts, boulder drop structures, and many project in downtown Denver for new water and sewer service. Jason has had over 15 years of experience in construction in the Front Range / Metro area.

### RELEVANT EXPERIENCE

- \* Baranmor Reach 4-5, Aurora, CO / \$3.7M
- \* 83<sup>rd</sup> Street Reconstruct, Niwot, CO / \$2.4
- \* 72<sup>nd</sup> Ave & Raleigh St. Bridge, Westminster, CO / \$2.3M
- \* Little Dry Creek Sewer, Westminster, CO / \$1.8M
- \* Reynold's Landing Park/Trails, Littleton, CO / \$1.5M
- \* Walnut Hills Outfall, Centennial, CO / \$1.4M
- \* Dillon Road @ Rock Creek, Boulder County, CO / \$1.2M
- \* Elk Creek Culvert Imp., Jefferson County, CO / \$884K
- \* Moss Street Reconstruct, Jefferson County, CO / \$614K

\* Baranmor Reach 4-5



\* N. 83<sup>rd</sup> Street Reconstruct



\* Reynold's Landing







## PROJECT TEAM

### INDUSTRY EXPERIENCE

30 Years

### EDUCATION

Environmental Management/Chemistry  
South Dakota State University

### REFERENCES

Molly Trujillo

SEMSWA

303-858-8844

Vern Adam

City of Aurora

720-859-4324

Richard Borchardt

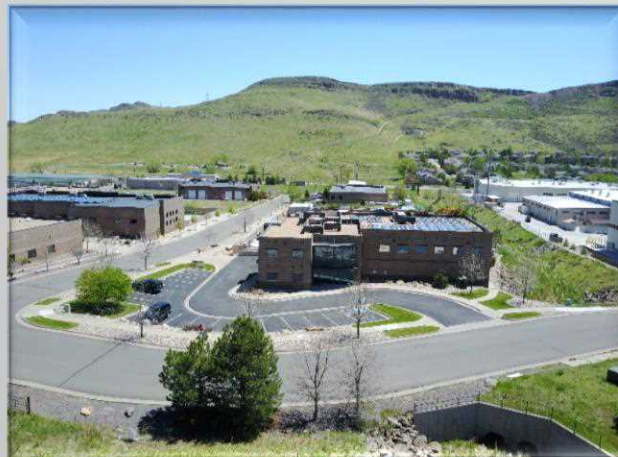
UDFCD

303-655-4277

## CRAIG DAVIS, Health & Safety/Erosion & Sediment Control Supervisor

### PROFESSIONAL SUMMARY

Craig has been involved in the Construction/Heavy Equipment industry for 30 years, during that time he has received a degree in Environmental Management with a secondary emphasis in Chemistry. Upon completion, Craig worked as an Environmental Technician, upgraded to Field Manager where his responsibilities involved writing site plans, reviewing safety procedures, scheduling field activities, and preparing compliance reports. Craig started with EDGE in 2001 as a foreman/supervisor for 8 years before accepting a position as the company's Safety Officer where he focused on Safety (writing EDGE's Safety Manual, Safety Culture, Weekly Safety Meeting, Site Inspections and Safety Audits). Craig is also the Erosion & Sediment Control Supervisor focusing on environmental compliance (OSHA, CDPHE, and local Municipality's) permits, procurement of field supplies, reclamation and permit closeout. Craig also acts as EDGE's EEO officer.



## PROJECT TEAM



### INDUSTRY EXPERIENCE

12 Years

### REFERENCES

Katherine Hansing  
CDI Services  
303-916-7734

Margaret Corkery  
UDFCD  
303-455-6277

Jackie Daoust  
MSPRA  
908-303-4339

## MICHELLE COLLEDGE, Contract Manager

### **PROFESSIONAL SUMMARY**

Michelle has been working for EDGE since February of 2007. She started out as a receptionist/Administrative Assistant. She quickly learned the industry and took over the Contract Management allowing the Project Managers/Estimators to focus totally on their projects. Michelle assists in the bidding process by assembling all information for Statement of Qualifications and making sure that all paperwork is completed and ready to go with the bid. After award of a project, Michelle takes care of all contracts, Insurance Certificates and Payment/Performance Bonds to get the project up and running. She is a liaison for all Sub-Contractors to make sure all contracts are signed, and Insurance Certificates are up to date. Michelle takes care of all monthly billings for the owners and Subcontractors and tracks all all payments. On top of contract management, Michelle oversees the daily responsibilities of the office to make sure everything is running smoothly.

### **RELEVANT EXPERIENCE**

- \* Contract Management
- \* Monthly contract billings
- \* Manages all Bonds (Bid Bonds, Payment/Perf Bonds)
- \* Subcontractor Management
- \* Subcontractor Billing
- \* Davis Bacon/Certified Wages
- \* Statement of Qualifications
- \* Manage Insurance Certificates
- \* Office Management





## PROJECT TEAM



### INDUSTRY EXPERIENCE

40+ Years

### EDUCATION

Denver Institute of Technology, Denver, CO  
University of Colorado, Boulder, CO

### REFERENCES

Darren Rugg  
Rio Grande

303-944-4113

Joe Williams  
UDFCD

303-507-3730

Scott Palmer  
SEMSWA

303-519-0050

## JOE SANCHEZ, Concrete Superintendent

### PROFESSIONAL SUMMARY

Joe Sanchez is a Colorado native who has been working with concrete in the Denver Metro area for over 40 years. He started as a carpenter/laborer and quickly moved up to a Superintendent in charge of curb and gutter, sidewalk, inlets, box culverts & bridges. Joe has been working with EDGE Contracting since 2015 as our Concrete Superintendent. Joe is responsible for reviewing all plans/specifications, scheduling and quality control. Joe's ability to design forms and layout the most complicated structures makes him a great asset for both flatwork and structural concrete.

### RELEVANT EXPERIENCE

- \* Baranmor Ditch Improvements, Aurora, CO / \$2.5M
- \* Kipling Underpass-Trail Extension, Arvada, CO / \$2.5M
- \* 111<sup>th</sup> Street Drainage Imp., Lafayette, CO / \$2.5M
- \* Elk Creek Improvements, Jefferson County, CO / \$844K
- \* Moss Street Reconstruct, Jefferson County, CO / \$616K
- \* Dry Creek & Adams Street, Centennial, CO / \$250K

\* Baranmor Ditch Improvements



\* Kipling Underpass-Trail Extension



\*111<sup>th</sup> Street Drainage Improvements





## PROJECT TEAM

### INDUSTRY EXPERIENCE

26 Years

### REFERENCES

Molly Trujillo

SEMSWA

303-858-8844

Richard Borchardt

UDFCD

303-455-6277

Myles Gardner

CH2MHill

303-432-8688

## RYAN DAVIS, Sr. Project Superintendent

### PROFESSIONAL SUMMARY

Ryan has been in the construction industry since 1992 starting out as field staff. He came to EDGE in 2003 and has since become one of EDGE's top Project Superintendents. Ryan oversees, manages and directs all aspects of a project from beginning to end. He also oversees the daily construction activities on his projects. He is responsible for the overall progress of the project as well as the scheduling of his field staff and the delivery of equipment and materials. Ryan works with owners/engineers to complete projects within budget and on time. He has been the key player in completing the majority of EDGE's largest projects. Ryan has worked closely with many municipalities and government entities such as SEMSWA, Urban Drainage & Flood Control District, Boulder County, City of Aurora, City and County of Denver, City of Westminster, South Suburban Park and Recreation and City of Arvada.

### RELEVANT EXPERIENCE

- \* Westcreek Filing #1, Parker, CO / \$4.6M
- \* Sand Creek Park Improvements, Aurora, CO / \$4.1M
- \* Piney Creek Liverpool, Centennial, CO / \$2.8
- \* Dupont South 3, Commerce City, CO / \$2.7M
- \* Ridge Road Tributary, Arvada, CO / \$2.3M
- \* Grange Hall Creek, Northglenn, CO / \$2.2M
- \* Piney Creek @ Caley, Centennial, CO / \$2.1M
- \* Piney Creek Ranches, Centennial, CO / \$2.0M
- \* Chatfield High School, Littleton, CO / \$1.7 M

\* Westcreek Filing #1



\* Sand Creek Park Improvements



\* Piney Creek Liverpool







## PROJECT TEAM

### INDUSTRY EXPERIENCE

12 Years

### REFERENCES

Darren Bradshaw  
UDFCD  
303-455-6277

Rick Davis  
Town of Superior  
303-709-6726

John Hardy  
City of Golden  
303-618-9871

## SHEA DAVIS, Supervisor

### **PROFESSIONAL SUMMARY**

Shea has been working for EDGE since January of 2010, initially as an equipment operator, and now as a supervisor, overseeing day to day operations in the field. Working his way up in the company has allowed him to become proficient at coordinating and completing a wide range of tasks, including; excavating for commercial structures and water detention facilities, setting precast box culverts, excavating and installing underground pipe, performing roadway and site grading, expediting drainage way improvements, placement of riprap bank protection, building boulder drop structures and cast in place concrete structures, and tending to the needs of clients, equipment, and personnel onsite. Following his promotion in 2015, Shea has played a key role in the completion of several large projects in the Denver area. Scheduling subcontractors, material deliveries, testing, and employees has become a large part of his daily responsibilities.

### **RELEVANT EXPERIENCE**

- \* Piney Creek @ Caley Drive, Centennial, CO / \$2.1M
- \* Piney Creek Ranches, Centennial, CO / \$2.0M
- \* Reynold's Landing, Denver, CO / \$1.5M
- \* Little Dry Creek East of Federal, Westminster, CO / \$1.3M
- \* Improvements @ Coal Creek, Superior, CO / \$1.0M
- \* Superior Town Center, Superior, CO / \$467K
- \* Babi Yar Tributary Improvements, Denver, CO / \$458K
- \* Apex Gulch @ Heritage Road, Golden, CO / \$420K
- \* 28<sup>th</sup> & Canyon, Boulder, CO / 385K

\* Reynold's Landing

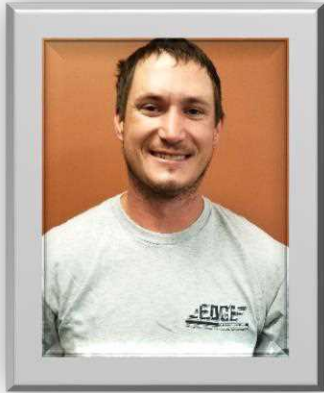


\* Babi Yar Tributary



\* Piney Creek Ranches





## PROJECT TEAM

### INDUSTRY EXPERIENCE

6.5 Years

### EDUCATION

Bachelor's Degree, Agricultural Economic  
University of Nebraska Lincoln

### REFERENCES

Phil Ulman

Midlands Contracting

303-627-4623

Brad Wegner

Midlands Contracting

308-627-4387

John Hardy

City of Golden

303-618-9871

## JACK HYDE, Excavation/Utility Supervisor

### PROFESSIONAL SUMMARY

Jack started his career in construction after graduating from college in 2011. Starting as a laborer for Midlands Contracting, Jack quickly worked his way up to Superintendent overseeing major projects consisting of underground utilities, detention cells, riprap and excavation for concrete structures. Jack joined the team in 2017 and has successfully completed both underground utility and drainage related projects for EDGE. In addition to his experience, Jack's ability to solve problems and effectively keep projects ahead of schedule has made him a great addition to our team.

### RELEVANT EXPERIENCE

- \* 111<sup>th</sup> Street Drainageway, Lafayette, CO / \$2.5M
- \* Elk Creek Improvements, Jefferson County, CO / \$844K
- \* Gillespie Gulch, Jamestown, CO / \$737K
- \* DIA Tech Center, Aurora, CO / \$516K
- \* Apex Gulch, Golden, CO / \$495K
- \* Superior Town Center, Superior, CO / \$467K
- \* Brush Creek, Littleton, CO / \$300K
- \* 355 Logan Street, Denver, CO / \$289K
- \* Parkside, Denver, CO / \$165K

\* 111<sup>th</sup> Drainageway Improvements



\* Elk Creek Improvements



\* Gillespie Gulch







## PROJECT TEAM

### INDUSTRY EXPERIENCE

28 Years

### REFERENCES

Molly Trujillo

SEMSWA

303-858-8844

Richard Borchardt

UDFCD

303-455-6277

Myles Gardner

CH2MHill

303-432-8688

## LENNY SWARTS, Pipe Foreman

### PROFESSIONAL SUMMARY

Lenny started in the construction business in 1990 where he worked for Tarco as a DIA Scraper Operator. He then went to I.H.C. at DIA for 2 years as a foreman where he rebuilt 3 runways and did concrete paving and asphalt. Lenny has been with EDGE Contracting, Inc. Since 2010 as a Pipe Foreman where he has been involved with Precast Box, Cast-in-Place Boxes, street rehabilitation, drainage projects, riprap and retaining walls. Lenny works closely With many municipalities and government entities such as SEMSWA, Urban Drainage & Flood Control District, Boulder County, City of Aurora, City and County of Denver, City of Westminster, South Suburban Park and Recreation and City of Aurora.

### RELEVANT EXPERIENCE

- \* 104<sup>th</sup> Avenue Widening / \$2.9M
- \* Dupont South 3 – Phase II / \$2.7M
- \* Grange Hall Tributary / \$2.6M
- \* Baranmor Ditch / \$2.5M
- \* Ridge Road Tributary, Arvada, CO / \$2.3M
- \* Bolling Drive Tributary / \$2.4M
- \* Little Dry Creek Interceptor / \$2.0M
- \* US 287 Recreation Trail Underpass / \$1.4M
- \* Washington Avenue Outfall Phase 4 / \$1.3M

\* 104<sup>th</sup> Avenue Widening

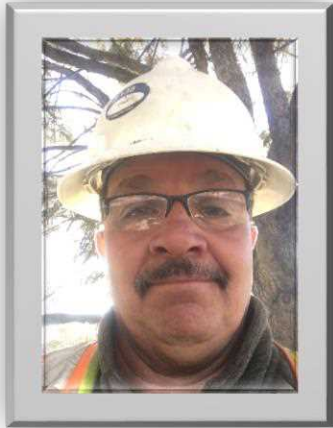


\* Dupont South 3



\* Bolling Drive Tributary





## PROJECT TEAM

### INDUSTRY EXPERIENCE

30 Years

### REFERENCES

Darren Bradshaw  
UDFCD  
303-455-6277

Rick Davis  
Town of Superior  
303-709-6726

John Hardy  
City of Golden  
303-618-9871

## JOE MARTINEZ, Pipe Foreman

### **PROFESSIONAL SUMMARY**

Joe has been in the construction business for 30 years. He started out working for Tarco as a Top Man. In the 10 years that Joe was with Tarco, he moved up from Tail Man to Pipe Layer and eventually became a heavy equipment operator and foreman. Joe has also worked With different companies as a foreman in the water services, storm sewer services, and Sanitary services. In 2015 Joe came to EDGE Contracting, Inc. as a pipe foreman. He has Brought a wealth of knowledge to EDGE and has become one of our top pipe foreman.

### **RELEVANT EXPERIENCE**

- \* Baranmor Ditch 4 – 5 / \$3.3M
- \* 72<sup>nd</sup> & Raleigh Street / \$2.1M
- \* Speer & Bannock / \$816K
- \* Inverness Regional Pond / \$679K
- \* Nameless Tributary / \$448K
- \* 28<sup>th</sup> & Canyon / \$385K
- \* Babi Yar Tributary Improvements, Denver, CO / \$458K
- \* Camping World / \$478K
- \* Richman Ascension Lohi / \$374K

\* Baranmor Ditch 4 - 5



\* 72<sup>nd</sup> & Raleigh Street



\* Babi Yar Tributary





## CONSTRUCTION REFERENCES

---

**Bryan Kohlenberg**, Senior Project Engineer  
Urban Drainage & Flood Control District  
dba Mile High Flood District  
2480 W. 26<sup>th</sup> Avenue, Ste. 156B  
Denver, CO  
303-455-6277  
bwk@udfcd.org

**Molly Trujillo**, CIP Project Manager  
Southeast Metro Stormwater Authority  
7437 S. Fairplay Street  
Centennial, CO 80112  
303-858-8844  
mtrujillo@semswa.org

**Chris Proper**, Senior Civil Engineer  
City of Arvada  
8101 Ralson Road  
Arvada, CO 80002  
720-898-7645  
Chris-p@arvada.org

**Clint Weisz, P.E.**, Project Manager  
City of Aurora  
15151 E. Alameda Parkway, Ste. 3500  
Aurora, CO 80112  
720-859-4337  
cweisz@auroragov.org

**Geoff Nettleton**, Project Manager  
City of Louisville  
749 Main Street  
Louisville, CO 80027  
303-335-4603  
gnettleton@louisvilleco.gov



## REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM  
8.A.5.

TO: THE HONORABLE CITY COUNCIL

DATE: January 25, 2021

SUBJECT: R21-017 A Resolution Authorizing an Agreement Between the City of Arvada and R & D Pipeline Construction, Incorporated for On-Call Development Infrastructure Warranty Repairs Services

### **Report in Brief**

As a continuation of our process improvement efforts surrounding development warranty and development escrow management, this on-call service contract is being proposed so if deficient infrastructure work is identified and a developer/contractor is unable or unwilling to complete needed repairs, the City can quickly procure and complete said repairs using development escrow funds as outlined in Article V, Sec. 78-298 of the Arvada City Code.

The Arvada team recommends that the City Council approve R21-017, A Resolution Authorizing an Agreement Between the City of Arvada and R & D Pipeline Construction, Incorporated for On-Call Development Infrastructure Warranty Repairs Services.

### **Financial Impact**

No financial impacts are anticipated. The cost of services will be paid using Development Warranty Escrow funds provided by the Developer/Contractor.

### **Background**

The proposed series of agreements, including this agreement with R & D Pipeline Construction, Incorporated, provides options to quickly bid and contract for development infrastructure warranty repairs that are not completed by a developer/contractor in accordance with City Ordinances, rules, and policies. Earlier in 2020, changes to Article V, Sec. 78-298 of the Arvada City Code were approved by Council to establish an escrow amount of 100% of the cost of public improvements for developments to reduce the City's exposure in cases of deficient or incomplete development. It is expected that this change will encourage timely completion of infrastructure and reduce protracted repair timelines and delayed warranty start times as well. We expect contracting for warranty repairs with on-call firms will be infrequent but we want to be prepared if these services are required.

### **Discussion**

Implementation of the On-Call Development Infrastructure Warranty Repairs Services requires the engagement of one or more General Right-of-Way contractors that can complete public infrastructure warranty repairs as needed. In association with this requirement, the City conducted a solicitation through a Request of Qualifications (RFQ). R & D Pipeline Construction, Incorporated submitted a Statement of Qualifications that represented their experience, expertise and abilities to meet the requirements of the RFQ. The scope of work that would be required to implement On-Call Development Infrastructure Warranty Repairs includes excavation and sub-grade corrections, asphalt paving and patching, concrete curb, gutter, cross pans, and sidewalk repairs, park, trail and park infrastructure repairs, landscaping and other similar repairs commonly associated with public infrastructure that is provided within developments.

The Arvada team believes that Council approval of this resolution authorizing the agreement as described herein will support the City's responsibility to ensure the construction of high quality public infrastructure in a timely and responsive manner. Please note that there are six resolutions on the January 25 agenda which, if approved, will provide the City with six on call

service contracts. Engaging six separate contractors will provide the City with the capacity to address warranty issues in a timely manner and the diversity necessary to address the unique circumstances of a development project.

### **Public Contact**

Posting of Council agenda

### **Commission Recommendation**

N/A.

### **Strategic Alignment**

The recommended action supports the following Strategic Results within the Community and Economic Development and Infrastructure Priority Areas of the City Council Strategic Plan:

*95% of development approvals conform to the City's Comprehensive Plan.*

*The engineering standards and City code framework will be updated.*

### **Alternative Courses of Action**

N/A

### **Recommendation for Action**

The Arvada team recommends that the City Council approve R21-017, A Resolution Authorizing an Agreement Between the City of Arvada and R & D Pipeline Construction, Incorporated for On-Call Development Infrastructure Warranty Repairs Services.

### **Suggested Motion:**

I move that R21-017, A Resolution Authorizing an Agreement Between the City of Arvada and R & D Pipeline Construction, Incorporated for On-Call Development Infrastructure Warranty Repairs Services, be (approved) (rejected).

Prepared by:

Brita Van Horne, Deputy Director of Community & Economic Development

Reviewed by:

Approved by:

|                                                                      |            |
|----------------------------------------------------------------------|------------|
| Josie Suk, Development Systems and Administrative Manager            | 12/10/2020 |
| Brita Van Horne, Deputy Director of Community & Economic Development | 12/21/2020 |
| Ryan Stachelski, Director of Community and Economic Development      | 12/22/2020 |

**SUBJECT:** R21-017 A Resolution Authorizing an Agreement Between the City of Arvada and R & D Pipeline Construction, Incorporated for On-Call Development Infrastructure Warranty Repairs Services

**PAGE:** 3  
**ITEM:** 8.A.5.

|                                                |            |
|------------------------------------------------|------------|
| Hannah Gregory, Legal Administrative Assistant | 12/22/2020 |
| Gail Walker, Legal Specialist-Contracts        | 12/22/2020 |
| Emily Grogg, Senior Assistant City Attorney    | 12/22/2020 |
| Rachel Morris, City Attorney                   | 1/13/2021  |
| Lorie Gillis, Deputy City Manager              | 1/13/2021  |
| Mark Deven, City Manager                       | 1/14/2021  |

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R21-017

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN  
THE CITY OF ARVADA AND R & D PIPELINE CONSTRUCTION,  
INCORPORATED FOR ON-CALL DEVELOPMENT  
INFRASTRUCTURE WARRANTY REPAIRS SERVICES

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 R & D Pipeline Construction for on-call development infrastructure warranty repairs services.

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

APPROVED AND ADOPTED this 25th day of January, 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 R & D  
PIPELINE CONSTRUCTION, INCORPORATED FOR ON-CALL  
DEVELOPMENT INFRASTRUCTURE WARRANTY REPAIRS  
SERVICES**

- 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 R & D Pipeline Construction, Incorporated whose place of business is located at 10200 West 26<sup>th</sup> Avenue, Lakewood, Colorado 80215 (“Contractor”).
- 2. RECITALS AND PURPOSE.**
  - 2.1. Arvada requires a qualified firm to provide on-call construction services for completing development infrastructure warranty repairs, including but not limited to excavation and subgrade corrections, asphalt paving and patching, concrete curb, gutter, cross pans, and sidewalks, water distribution system repairs, wastewater collection system repairs, stormwater management system repairs, park trail and park infrastructure repairs, landscaping, and other associated infrastructure repairs.
  - 2.2. Arvada will require these on-call services when warranty punch list items are not completed by the required developer or contractor permitted by Arvada. Pursuant to Arvada City Code Chapter 78, Public Improvements, Arvada has the right to complete or repair unfinished work using the security that is required for permits issued by Arvada.
  - 2.3. Due to the uncertainty of when or if these projects will arise and the wide variety of types of work that will be required to complete the warranty repairs, Arvada requires multiple contractors to be available on an as needed basis.
  - 2.4. On or about October 30, 2020, Arvada issued a Request For Qualifications for Development Infrastructure Warranty Repairs, RFQ-20-Development Infrastructure Warranty Repairs seeking proposals from qualified firms to provide professional services described in Sec. 2.1 (“the Work”).
  - 2.5. Contractor has extensive experience in providing on-call construction services, specializing in installation of site utilities, water distribution, storm drainage and sanitary sewerage systems with quick emergency response time. On or about November 16, 2020, Contractor submitted its Response to Arvada’s RFQ (“Response”).
  - 2.6. 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.
  - 2.7. 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 RFQ-20- Development Infrastructure Warranty Repairs;  
and

Exhibit 2: Contractor's Response.

All exhibits referred to in this Agreement are attached hereto and are, by reference, incorporated herein for all purposes. 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 Contractor's proposed project timeline in its Proposal, 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 **four** 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 RFQ, 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. If a project becomes necessary for Arvada to complete or repair, Arvada and Contractor shall agree to an amendment to this Agreement to set the specific project requirements and compensation. At the time of amendment, Contractor may be required to deliver a performance and payment bond, executed by a surety company authorized to do business in the state, in an amount equal to 100 percent of the price specified in the amendment. 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 Brita Van Horne as Arvada's Project Manager. Ms. Van Horne 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 Manager(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 RFQ requirements, and agrees to be bound by those terms and conditions with the following amendment:

- 12.1. Arvada's RFQ on page nine is amended in the paragraphs under number 20. Scope of Work will be defined and negotiated through an amendment to this Agreement and not as a Purchase Order as previously described in the RFQ. Signing authority and approval will be pursuant to Arvada's Purchasing ordinance. The rest of the unnumbered paragraphs on page 9 remain unchanged.

**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. PERFORMANCE MEASURES.** The Performance Measures for this Agreement shall be determined at the time that a project is awarded to Contractor and shall be included in the amendment.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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 \_\_\_\_\_, 20 \_\_\_\_.

**CITY OF ARVADA**, a Colorado home rule  
municipal corporation

\_\_\_\_\_  
Marc Williams  
8101 Ralston Road  
Arvada, CO 80002

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: \_\_\_\_\_

**R & D PIPELINE CONSTRUCTION,  
INCORPORATED**

---

Daniel B. Ross, President  
10200 West 26<sup>th</sup> Avenue  
Lakewood, Colorado 80215

**EXHIBIT 1**  
**AN AGREEMENT BETWEEN THE CITY OF ARVADA AND R &**  
**D PIPELINE CONSTRUCTION, INCORPORATED FOR ON-**  
**CALL DEVELOPMENT INFRASTRUCTURE WARRANTY**  
**REPAIRS SERVICES**





## REQUEST FOR QUALIFICATIONS

**RFQ #:** RFQ-20- Development Infrastructure Warranty Repairs

**Title:** Development Infrastructure Warranty Repairs

**RFQ Issued:** 10/30/2020

**Informational Meeting:** N/A

**Question Deadline:** 11/11/2020 12:00 p.m. local time  
Questions and responses will be posted on BidnetDirect.com

**Qualifications Due By:** 11/20/2020 12:00 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 award.

**For additional information, contact:** Please submit questions on Bidnetdirect.com

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     |
| Insurance Requirements                              | page 6     |
| Administrative instructions and Evaluation Criteria | page 7     |
| Scope of Work                                       | page 7     |
| Submittal Forms and Checklist                       | page 10-11 |
| Attachments/Exhibits                                |            |

## 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. 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 vendor. 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 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.

**2. 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 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. 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.

**4. 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.

## 5. 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 and the Cooperative Educational Purchasing Council (CPEC).

We hereby request that any member of MAPO/CPEC be permitted to avail itself of this contract and purchase, as specified by the contract resulting from this RFQ, 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.

## 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 \$2,000,000, 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 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 ESTABLISH A CONTRACT:**

The purpose of this Request for Qualifications is to provide vendors 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 vendor.

Submitted documents are proprietary working documents offered by prospective vendors 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) 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.
- 2) The only authorized version of this Solicitation and addenda is available at [WWW.BIDNETDIRECT.COM](http://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 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 RFQ 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*
- 2) *Project Team Experience*
- 3) *Project Approach*
- 4) *Price/rate sheet for on-call services (most large projects will be quoted among the pre-qualified group anticipated to be 3-5 contractors).*

### **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**

The City of Arvada is requesting qualifications from qualified General Right-of Way Contractors to provide on-call construction services for completing development infrastructure warranty repairs including but not limited to excavation and subgrade corrections, asphalt paving and patching, concrete curb, gutter, cross pans, and sidewalks, water distribution system repairs, wastewater collection system repairs, stormwater management system repairs, park trail and park infrastructure repairs, landscaping, and other associated development infrastructure repairs.

Quantities may vary widely from development to development and will be bid per project. Prices for work requiring excavation must include third party compaction testing and reports. Asphalt and concrete work must include third party testing and reports showing materials are in compliance with approved designs and City Standards. Alterations to stormwater detention capacities will require verification of compliance with the approved design by providing a pond certification letter from a Licensed Professional Engineer in the State of Colorado.

### **Scope of Work**

The following is a list of the types of services and projects to be performed which may encompass replacement, rehabilitation, repair, improvement, and new construction.

While it identifies several services that are anticipated to be required, it may not be all inclusive of the types of services to be performed.

1. Repair of underground water distribution system pipelines;
2. Repair or replacement of water distribution, wastewater and stormwater appurtenances such as but not limited to manholes, valves, water meters, air vacs, fire hydrants, cathodic protection, etc.;
3. Repair of underground wastewater collection system pipelines and service connections;
4. Construction or repair of stormwater management systems including pipelines, curb inlets, open channels, structures, ponds and other storage facilities;
5. General site work including clearing and grubbing, excavation of backfill, earth moving, compaction, and soil disposal;
6. Pavement including asphalt and concrete paving and patching including excavation and compaction in areas of subsidence;
7. Concrete curb and gutter and cross pan removal and replacement, and general flatwork replacement including but not limited to sidewalks and ramps;
8. Construction or repair of park trail or park infrastructure elements;
9. Installation or repair of landscaping elements in the rights-of-way or easements;
10. Repair of other infrastructure as shown on the approved construction drawings for the development.

Construction services may include the following:

1. Construction schedule preparation;
2. Construction cost estimation;
3. Site supervision;
4. Applicable construction permits;

5. Stormwater management/management plan;
6. Site protection and security;
7. Traffic control;
8. Bypass pumping;
9. Groundwater management pumping;
10. Pavement demolition;
11. Concrete patching and paving;
12. Concrete flatwork;
13. Asphalt patching and paving;
14. Earthwork, clearing and grubbing, earth moving, backfill, compaction, disposal;
15. Riprap installation;
16. Pipeline installation for water distribution, wastewater and stormwater collection;
17. Manhole and vault installations;
18. Use of trenchless technologies;
19. Warranty and management of project safety and quality control;
20. Other related services as mutually agreed by the parties.

The City intends to award a contract to two or more contractors to provide the services outlined in this RFQ and such other related services as required. The resulting Agreement(s) will have an initial term of one (1) year and may be extended at the City's option for additional one year periods not to exceed four (4) additional one year periods, subject to mutual agreement by both parties. At the City's discretion, it may choose not to incorporate one or more portions of the general scope of services described in this RFQs into any contract(s) executed pursuant to this RFQ.

Work will be on an as-needed basis with the Scope of Work to be defined, Work Orders negotiated, and Purchase Orders issued prior to commencement of any work. The cumulative total of each project associated with this RFQ shall not exceed \$300,000.

Any project exceeding a cumulative total of \$300,000 requires prior written approval by the Purchasing Director and only after such exception has been determined to be in the City's best interest.

Subcontractor information will be requested at the time a Work Order is scoped and should not be included in response to this RFQ.

## 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 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 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
- ☐ Cover & Executive Summary.
- ☐ Detail Firm's and employees' Capabilities, Experience, Licensing, and Compliance Status.
- ☐ Details of Qualifications – products & services, implementation timeline and warranties.
- ☐ Completed City 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 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:  
#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: \_\_\_\_\_

\_\_\_\_\_

**EXHIBIT 2**  
**AN AGREEMENT BETWEEN THE CITY OF ARVADA AND R &**  
**D PIPELINE CONSTRUCTION, INCORPORATED FOR ON-**  
**CALL DEVELOPMENT INFRASTRUCTURE WARRANTY**  
**REPAIRS SERVICES**





**RD PIPELINE**

☎ 303.237.9974

📠 303.237.1005

🌐 rdpipeline.com

📍 10200 W 26th Ave.  
Lakewood, CO 80215

## **RFQ-20-Development Infrastructure Warranty Repairs City of Arvada**

**Submitted by:**

**R&D Pipeline Construction, Inc.  
10200 W. 26<sup>th</sup> Ave.  
Lakewood, CO 80215**

**Exhibit 2**



**RD PIPELINE**

☎ 303.237.9974

📠 303.237.1005

🌐 rdpipeline.com

📍 10200 W 26th Ave.  
Lakewood, CO 80215

November 16, 2020

City of Arvada  
RFQ Evaluation Committee  
8101 Ralston Road  
Arvada, CO 80002

Project: RFQ-20-Development Infrastructure Warranty Repairs  
City of Arvada

### **Executive Summary**

R&D Pipeline Construction, Inc. has been in business in the State of Colorado under our current name for 35 years. We specialize in the installation of site utilities; water distribution, storm drainage and sanitary sewerage systems. Emergency response time can be provided within 4-6 hours of notice.

Safety is our number one concern at R&D. Our field employees have all had background checks, are subject to our zero-tolerance policy and have been certified through Hazwopper, Confined Space and OSHA.

We are a small business that has succeeded due to our ability to construct projects from \$5,000 to \$5,000,000. Our field employees and managers work closely to identify potential problems and establish solutions. Planning is the key to a successful project and our managers, superintendent and foreman will coordinate with the project representative, engineer, suppliers and subcontractors to insure a cohesive and successful project.

Respectfully,  
R & D Pipeline Construction, Inc.

Daniel B. Ross  
President

## Company Profile

Type: Corporation

Office Type: Single Location

Mailing Address: 10200 West 26<sup>th</sup> Avenue  
Lakewood, CO 80215

Contact Person: Daniel B. Ross

Telephone Number: 303-237-9974

Fax Number: 303-237-1005

Mobile Number: 303-598-6802

Number of Employees: 45-50

Date Company Started: 1985

Locations: Colorado

Website: [www.rdpipeline.com](http://www.rdpipeline.com)

Email address: [dbr@rdpipeline.com](mailto:dbr@rdpipeline.com)  
[robin@rdpipeline.com](mailto:robin@rdpipeline.com)

## Capabilities & Experience



**R&D Pipeline Construction, Inc.**

**Largest Completed Contracts**

| Initial Contract \$ Amount | Final Contract \$ Amount | Project Name                                                    | Owner's Name, Address, Contact Name & Phone No.                                                   | Project Description                              | Completion Date |
|----------------------------|--------------------------|-----------------------------------------------------------------|---------------------------------------------------------------------------------------------------|--------------------------------------------------|-----------------|
| \$ 1,607,396.00            | \$ 1,623,760.30          | DIA Concourse A, B & C Grease Interceptors #CE-03026-03 Task #2 | City & County of Denver Dept. of Aviation - 27301 E. 71st Ave., Denver, CO 80234 - (303) 342-4577 | Sanitary Grease Interceptors                     | June 2019       |
| \$ 1,226,609.00            | \$ 1,178,427.00          | 1420 Oak Street Apartments #D11070                              | K2 Ventures, 5701 S. Ash Street, Greenwood Village, CO 80121 Kim Koehn (303) 641-7647             | Water, Sanitary Sewer and Storm Drainage Systems | June 2019       |
| \$ 1,776,198.00            | \$ 1,766,442.00          | Park 12Hundred #HC20-PA12                                       | Holland Development, 600 S. Cherry Street, #700, Denver, CO 80246 (303) 658-9873                  | Water, Sanitary Sewer and Storm Drainage Systems | July 2018       |
| \$ 667,284.00              | \$ 638,674.42            | Legend at Broomfield                                            | DEN ALF 1, LLC, c/o Legend Senior Living, 12600 Lowell Blvd., Broomfield, CO 80020                | Water, Sanitary Sewer and Storm Drainage Systems | December 2017   |
| \$ 1,049,745.00            | \$ 1,927,272.90          | Encore Evans Station #16105-02-02                               | Encore Enterprises Multi-Family, 5005 LBJ Freeway, Suite 1200, Dallas, TX 75244 (214) 259-7000    | Water, Sanitary Sewer and Storm Drainage Systems | March 2019      |
| \$ 1,334,366.00            | \$ 1,535,177.32          | S' Park Boulder #1416008                                        | Element Properties, 1539 Pearl Street, Boulder, CO 80302 (720) 352-5083                           | Water, Sanitary Sewer and Storm Drainage Systems | November 2018   |
| \$ 822,180.00              | \$ 908,326.68            | Concourse A Commuter Expansion #201525269                       | City & County of Denver Dept. of Aviation - 27301 E. 71st Ave., Denver, CO 80234 - (303) 342-4577 | Water, Sanitary & Storm Drainage                 | March 2018      |
| \$ 1,514,157.00            | \$ 1,679,185.20          | Concourse B GARDI #201631515                                    | City & County of Denver Dept. of Aviation - 27301 E. 71st Ave., Denver, CO 80234 - (303) 342-4577 | Water, Sanitary & Storm Drainage                 | June 2019       |
| \$ 790,105.00              | \$ 1,604,483.24          | Suncor Combined Outfalls #4502421982                            | Suncor, 5601 Brighton Blvd., Commerce City, CO 80022 - Ron Hockins (720) 322-2559                 | Storm Drainage Systems                           | January 2019    |
| \$ 1,146,452.00            | \$ 1,324,855.23          | Aster Conservatory #18100-02-03                                 | EPDL ACG II, LLC (aka Forest City Stapleton), 7351 E. 29th Ave., Denver, CO 80238 (303) 382-1800  | Water, Sanitary Sewer and Storm Drainage Systems | January 2019    |
| \$ 1,208,810.00            | \$ 1,264,960.55          | Platte River Power HQ #30-17-008                                | Platte River Power Authority, 2000 E. Horsetooth Rd., Ft. Collins, CO 80525 (970) 229-4822        | Water, Sanitary Sewer and Storm Drainage Systems | January 2020    |
| \$ 1,425,952.00            | \$ 1,659,661.08          | Outlook Seven Hills #170106                                     | Nexus Builders, LLC, Evergreen/Devco, Inc. 1873 S. Bellaire St., Denver, CO 80222 (303) 472-8269  | Water, Sanitary Sewer and Storm Drainage Systems | October 2019    |
| \$ 909,756.00              | \$ 971,190.23            | Big Dry Parallel                                                | City of Thornton, 9500 Civic Center Dr., Thornton, CO 80229 (303) 538-7649                        | Storm Drainage Systems                           | January 2019    |

**R&D Pipeline Construction, Inc.**

**Largest Completed Contracts**

| Initial Contract \$ Amount | Final Contract \$ Amount | Project Name                             | Owner's Name, Address, Contact Name & Phone No.                                                  | Project Description                              | Completion Date |
|----------------------------|--------------------------|------------------------------------------|--------------------------------------------------------------------------------------------------|--------------------------------------------------|-----------------|
| \$ 1,042,950.00            | \$ 1,314,108.06          | North Washington Commerce Center #31226  | Opus Development Company, LLC, 950 17th St. Suite 1500, Denver, CO 80202 (303) 515-8800          | Water, Sanitary Sewer and Storm Drainage Systems | December 2019   |
| \$ 1,613,239.00            | \$ 1,919,572.17          | Riverdale Animal Shelter                 | Adams County, 4430 S. Adams County Pkwy., Brighton, CO 80601 (303) 659-2120                      | Water, Sanitary Sewer and Storm Drainage Systems | January 2020    |
| \$ 2,034,872.00            | \$ 2,231,182.44          | Outlook Gateway #170815                  | Nexus Builders, LLC, Evergreen/Devco, Inc. 1873 S. Bellaire St., Denver, CO 80222 (303) 472-8269 | Water, Sanitary Sewer and Storm Drainage Systems | December 2019   |
| \$ 887,725.00              | \$ 1,003,659.70          | Waste Management Transfer Station        | Waste Management of Colorado, Inc 6091 Brighton Blvd, Commerce City, CO 80022 (303) 362-5402     | Water, Sanitary and Storm Drainage Systems       | August 2020     |
| \$ 3,197,080.00            | \$ 3,460,849.00          | SW Airlines Maintenance Hangar #19035010 | Southwest Airlines 2702 Love Field Drive Dallas, TX, 75235                                       | Water, Sanitary Sewer and Storm Drainage Systems | April 2020      |
| \$ 2,014,970.00            | \$ 1,892,928.00          | Outlook Clear Creek                      | Nexus Builders, LLC, Evergreen/Devco, Inc. 1873 S. Bellaire St., Denver, CO 80222 (303) 472-8269 | Water, Sanitary and Storm Drainage Systems       | June 2020       |



# Daniel B. Ross

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10200 West 26<sup>th</sup> Ave., Lakewood, CO 80215 | 303-598-6802 | dbr@rdpipeline.com

## Experience

### **PRESIDENT | R&D PIPELINE CONSTRUCTION, INC. | 2014 - PRESENT**

- Responsibilities
  - Oversee Project Managers, Superintendents and Estimators. Problem solving and coordinating crews and schedules.
  - Coordinate Estimating Department. Estimate projects and review projects estimated by others. Assign bids to the most qualified Estimator for that particular project.
  - Project Management. Manage multiple projects and advise Project Managers on other company projects.
  - Consulting. Assist customers/owners on pricing and value engineering of site utilities (water, sanitary and storm drainage systems).
  - Contract Negotiating
  - Marketing and Business Relations

### **VICE PRESIDENT | R&D PIPELINE CONSTRUCTION, INC. | 2005 – 2014**

- Responsibilities
  - Manage Project Managers and Estimators
  - Business Development
  - Contract Negotiations
  - Marketing and Business Management

### **PROJECT MANAGER/ESTIMATOR | R&D PIPELINE CONSTRUCTION, INC. | 1995 – 2005**

- Responsibilities
  - Manage multiple site utility projects varying in difficulty and classification.
  - Estimate projects ranging from \$5,000 in scope to \$5,000,000 related to site utilities.

### **CONCRETE & PIPE CREW FOREMAN | R&D PIPELINE CONSTRUCTION, INC. | 1995 – 2005**

- Responsibilities
  - Handle day-to-day responsibilities pertaining to the installation of water, sanitary and storm systems. Oversee the construction of concrete structures. Manage 5-6 field personnel (5-6 typically)

## Professional Memberships

### **NUCA NATIONAL UTILITY CONTRACTOR'S ASSOCIATION MEMBER | 2012 – PRESENT**

- Positions Held:
  - Director
  - Vice President
  - President
  - Immediate Past President

## **AMANDA JANE WOODS**

### **PROFESSIONAL EXPERIENCE:**

**1993 – Present**                      **R & D Pipeline Construction, Incorporated**  
**Lakewood, Colorado 80215**  
**Office Manager**

- **All Aspects of Personnel Coordination**
- **Supervise all Office Personnel**
- **OCIP Coordinator**
- **Prevailing Wage Administrator**
- **Safety Coordinator**

**1985 – 1993**                      **Kelly Temporary Services**  
**Denver, Aurora, Arvada, Colorado and**  
**Austin, Texas**  
**Branch Manager**

Responsible for marketing, recruitment and  
Placement of temporary employees.

### **ACADEMIC:**

**1985**                                  **University of Northern Colorado**  
**Greeley, Colorado**  
**Bachelor of Arts in Psychology**

**1981**                                  **Wheat Ridge High School**  
**Wheat Ridge, Colorado**  
**Diploma**

# **Cory F. Lemmel**

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## **EDUCATION**

**Arvada High School**

1978

## **PROFESSIONAL EXPERIENCE**

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**R&D Pipeline Construction, Inc.**  
**Project Superintendent**

**August 2013- Present**

**Belair Sitework Services**  
**Project Superintendent**

**May 2012- July 2013**

**Concrete Express, Inc.**  
**Project Superintendent/Division Superintendent (Utilities)**

**July 1995 -- March 2012**

**JS Delva Corporation**  
**Project Foreman**

**August 1981-July 1995**

### **Professional Qualifications**

- Ability to read construction plans and complete takeoffs
- Effectively supervise multiple crews working on various jobs
- Excels in juggling competing responsibilities
- Demonstrates professional communication skills with both the general public and professional entities
- Extensive traffic staging and coordination to minimize the impact to the community
- Uses sound judgment when making decisions -- evaluates options before taking action
- Effectively coordinates multiple schedules to meet deadlines
- Closely adheres to all safety regulations and attends weekly safety meetings
- Recognizes the financial impact of decisions relating to deadlines, materials & equipment
- Successfully facilitates snow removal plan for the city of Aurora and Thornton
- Attends certification courses as required
- Consistently meets or exceeds deadlines
- Clearly communicates performance expectations to employees

### **Personal Qualifications**

- Builds strong working relationships
- Fully accepts all responsibilities and meets deadlines
- Is exceptionally reliable and has an outstanding attendance record
- Works independently with minimum supervision while meeting goals and objectives
- Is approachable and responds favorably to suggestions for improvement
- Possesses 30+ years of hands-on experience in the construction industry
- Leads his teams by the example he sets
- Functions effectively under adverse conditions
- Works well with others in finding solutions to problems/challenges
- Displays a calm and even temperament

### **Equipment**

- |               |             |           |
|---------------|-------------|-----------|
| • Road Grader | Backhoe     | Loader    |
| • Loader      | Skid Steer  | Excavator |
| • Excavator   | Grove Crane | Scraper   |

### **Safety Certifications**

- |                                            |                                  |
|--------------------------------------------|----------------------------------|
| • Fall Prevention & Protection             | Confined Space Certification     |
| • Erosion Control Supervisor Certification | Trench Safety                    |
| • Reasonable Cause Certification           | Stormwater Compliance Management |

## **PROFESSIONAL EXPERIENCE**

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### **Concrete Express, Inc.**

#### **Project Superintendent / Division Superintendent**

1995 – March 2012

July

#### **US 285 Design-Build Reconstruction**

August 2011

Reconstructing approximately 5 miles of Hampden Ave. from Kipling St. to Federal Blvd; replacing 6 existing bridges. Reconstruct the Wadsworth Blvd. interchange and add a third lane on Wadsworth Blvd. under Hampden Ave. Improve water quality elements along Hampden Ave.

Project Value: \$40,200,000.

#### **Florida Road Reconstruction Project**

June 2011

Project was a design-build that reconstructed approximately two miles of existing two-lane arterial roadway. The completed project featured: a 10' wide multiuse trail, two 5' bicycle lanes, street lighting, signalized pedestrian crossings, a roundabout and a four-way traffic signal. Project Value: \$15,772,741.

#### **Boulder-Broadway Reconstruction**

February 2009

Project included the removal of HMA pavement and the reconstruction of 6200 LF of combination 4-lane and 5-lane urban arterial roadway to concrete pavement. Significant public utility work that included 5400 LF of storm sewer, 8000 LF of waterline and 1600 LF of sanitary sewer. Multiple traffic phases were used to maintain existing traffic flows. Project Value: \$9,718,934.

#### **W. Belleview-Quincy Ave. to South Simms St.**

July 2008

Completed Ahead of Schedule

Project consisted of the reconstruction of Belleview Ave. from West Quincy Ave. to Simms St. in Jefferson County, CO. The roadway reconstruction included over 1.5 miles of new roadway and 30,000' of new curb and gutter. The project also planned for significant drainage improvements to the roadway systems by installing approximately 10,000' of new storm drainage improvements. The roadway reconstruction had a significant amount of structural features including box culverts and the design-build of modular concrete block retaining walls. Numerous utility relocations and close coordination with publicly and privately owned utility companies was required. Project Value: \$11,310,856.

#### **W. Belleview & C-470 (Storm Sewer Installation)**

January 2008

Completed Ahead of Schedule

Projected consisted of the widening and reconstruction of Belleview Ave. from Quincy Ave. to Simms Street in Jefferson County, CO. The roadway reconstruction included over 1.5 miles of new roadway and significant drainage improvements to the roadway systems by installing approximately 10,000' of new storm drainage improvements while excavating over 100,000 cubic yards of earthen material. Extensive traffic staging and coordination of the construction was required to minimize impacts to the adjacent rural community. Project Value: \$11,300,000.

#### **Lena Gulch Drainage Improvements Phase II**

November 2008-August 2009

Project design to reduce the downstream flooding caused by runoff flowing from Green Mountain. Project construction included a regional detention pond to reduce peak runoff rates downstream of the Jefferson County Fairgrounds. Project Value: \$1,200,721.

# Riley W. Lindemann

8770 Allison Dr. Unit F ■ Arvada, CO 80005 ■ Phone: 303-598-6807 ■ riley.lindemann@yahoo.com

## CONSTRUCTION SKILLS

- Budget Management/Analysis
- Coordination of Multiple Construction Tasks
- Manage Material Inventory and sequences
- Primavera P6 Software
- On Screen Take-Off Software
- Experienced in Hand Take-Off
- Knowledgeable in Critical Path Method
- Method and Use of Gantt Charts
- Resource Management
- Handicap accessibility projects
- Submittal Process
- Pre-Bid Process
- Crew Management
- Application of Multiple Roofing Systems
- Underground Water, Sanitary & Storm Sewer Installation
- Knowledgeable in Permit Requirements for Underground Utility Work

## EDUCATION/ORGANIZATIONS/CERTIFICATIONS

### Colorado State University – Fort Collins, CO

2007-2012

*Bachelor of Science in Construction Management*

- National Association of Home Builders Certified Green Professional Spring 2012
- National Association of Home Builders Certified Aging in Place Specialist Spring 2012
- OSHA 10 Hour Certification August 2012
- American Institute of Constructors Certified Associate Constructor November 2012

## EXPERIENCE

### R&D Pipeline

August 2012 - Current

Lakewood, CO

Project Manager/Estimator

August 2012 - Current

- Perform Take-Offs and Bid Proposals
- Create Submittals, RFI's and Change Orders
- Manage Material Procurement, Delivery and Proper Installation per Appropriate Standards
- Attend Construction Meetings and Assist with Coordination/Scheduling
- Manage Multiple Crews and Sequencing of Work to be Performed
- Budget Analysis on all Projects

### Excel Erectors, SPX

May 2011 - July 2012

Overland Park, KS

Field Engineer

May 2012 - July 2012

- Lead Multiple Crews to Build Cooling Tower and Stair Towers
- Manage Material Inventory and Sequences
- Break Down Budget Given by PM's
- Aid Superintendent with all On-Site Documentation: OIR's, Material Inventory, Shipments, Site Evaluations

Carpenter

May 2011 - April 2012

- Frame Cooling Tower
- Assist Foreman with all Construction Activities

### Facility Logic

May 2010 - August 2010

Broomfield, CO

Laborer

- Remove and Install EPDM, TPO and Shingle Systems
- Remove and Replace RTU's

## **JOSEPH A. HINOJOSA**

### **PROFESSIONAL EXPERIENCE:**

**1996 – Present**

**R & D Pipeline Construction, Incorporated  
Lakewood, Colorado 80215  
Estimator and Project Manager**

- Estimator
- Project Manager
- Site Supervisor

**1989 - 1996**

**R & D Pipeline Construction, Incorporated  
Lakewood, Colorado 80215  
Field Supervisor**

- Manage Crews of 3-5
- Site Supervisor for installation of Water, Sanitary and Storm Drainage Utilities
- Heavy Equipment Operator

**1987 - 1989**

**R & D Pipeline Construction, Incorporated  
Lakewood, Colorado 80215  
Carpenter, Pipelayer & Heavy Equipment Operator**

**1980 – 1987**

**Pascal Construction  
Carpenter, Pipelayer & Heavy Equipment Operator**

- Worked on tunnel & boring projects



# SHANE A. SAMBORSKY, COSS, COSM

## Professional Safety and Health Specialist

### Qualifications:

- Experienced Health and Safety Manager – Authorized OSHA Outreach Trainer
- Certified Occupational Safety Specialist, COSS
- Certified Occupational Safety Manger, COSM
- Professional Safety and Health Specialist
- Safety and Security Oversight for 1000 Teammates at 3 Locations
- Performed all OSHA and Life Safety Training for an International Fortune 500 company
- Recipient of the American Red Cross Life Safer Award
- OSHA Ergonomic and Musculoskeletal Nerve Disorder Certified
- 40hr Oil & Gas Safety & Health Certification
- Performed Integrated and Real Time Sampling
- Conducted Safety Training & Daily Safety Meetings
- Project Oversight for DOD, DOE & OSHA VPP Star Sites
- American Red Cross First Aid /CPR, AED Instructor
- OSHA 1910-1926/DOT/ EM 385 1-1 Competent Person
- Safety Supervisor at an Environmental Superfund Site

### Professional Experience:

**RD Pipeline, Inc. Lakewood, CO**

**2020-Present**

*Safety Manager/OSHA Authorized Outreach Trainer*

**Oldcastle BuildingEnvelope, Inc. Denver, CO**

**2018-2020**

*Safety Manager*

- Managed all aspects of an occupational safety and health program for a 24 hour a day manufacturing facility

**Colorado Mechanical Systems, Inc. Aurora, CO**

**2014-2018**

*Safety Manager*

- Managed all aspects of safety and health program for a commercial HVAC and Plumbing company
- Reduced EMR from 1.44 to .68 in under 2 years

- Obtained the Colorado Cost Containment Certification for CMS in 12 months

**DaVita Healthcare Partners Inc.      Denver Based World Headquarters      2012-2014**

**Safety and Security Coordinator**

- Provided Daily Oversight for all Safety and Security Related Issues and Training
- Responsible for Life/Fire Safety Protocols in a downtown high-rise building

**West Hazmat Remedial Services Inc.      Rocky Mountain Arsenal      2006-2011**

**Health and Safety Manager**

- Site Wide Traffic Management, Roadway Remediation
- Hazardous Waste Landfill (HWL) & Enhanced Landfill (ELF) Caps & Covers O&M

**Envirocon Inc.      Rocky Mountain Arsenal      2000-2006**

**Health and Safety Manager (2006)**

- Complex Army Trenches (CAT)
- Basin A Sub-Grade Project

**Health and Safety Officer (2005)**

**Rocky Flats Environmental Technology Site**

- Retention Basin Project

**Health and Safety Officer (2000-2005)**

**Rocky Mountain Arsenal**

- Shell Disposal Trenches • Section 36 Balance of Areas Deep Acute Excavation Areas
- Miscellaneous Structures Demolition & Removal • South Plants 1&2
- North Plants Weapons Demolition • Hazardous Waste Landfill Operations
- Basin A Consolidation Area Operations

**International Technology.      Rocky Mountain Arsenal      1999-2000**

**Decontamination Supervisor/Safety Tech**

- Basin A Consolidation Area (Sanitary Landfill)

## **Education, Training and Certifications**

| <b><u>OSHA</u></b>                           | <b><u>NATIONAL SAFETY COUNCIL</u></b>        | <b><u>NATIONAL SAFETY COUNCIL</u></b>      | <b><u>MISCELLANEOUS CERTIFICATIONS &amp; EDUCATION</u></b> |
|----------------------------------------------|----------------------------------------------|--------------------------------------------|------------------------------------------------------------|
| ❖ OSHA Ergonomics and MSND                   | ❖ H&S Program Management                     | ❖ Hazard Communication                     | ❖ COSS – Certified Occupational Safety Specialist          |
| ❖ OSHA 510 30hr                              | ❖ Professional Safety and Health Specialist  | ❖ Accident Prevention Principles & Methods | ❖ COSM – Certified Occupational Safety Manager             |
| ❖ OSHA 40hr Hazwoper                         | ❖ Supervisor Training in Accident Reduction  | ❖ Occupational Safety                      | ❖ Health & Safety Officer Course                           |
| ❖ OSHA 8hr Hazwoper                          | ❖ Confined Space Entry                       | ❖ Safety Committees & Meetings             | ❖ First Aid/CPR Certified Instructor                       |
| ❖ OSHA 8hr Supervisor                        | ❖ Environmental Law for Safety Professionals | ❖ Behavior Based Safety                    | ❖ Safety Inspections & Audits                              |
| ❖ OSHA 40hr Oil & Gas Safety & Health Course | ❖ Workers Comp & Case Management             | ❖ Fundamentals of Industrial Hygiene       | ❖ Recipient American Red Cross Life Saver Award            |

## **General Safety Skills and Knowledge**

- Health and Safety Plan Development & Implementation
- Activity Hazards Analysis
- Site Inspections and Audits
- Scheduled & Oversight Pre-Employment and Annual Physicals
- Managed Personnel/Safety Files
- Respirator Use and Fit Testing
- Supplied Air and Air Purifying Respirator Use
- Hazard Communication Training
- Hearing Conservation Training and Noise Monitoring
- Lockout/Tagout Program
- Heat & Cold Stress Monitoring, Implemented Safety Observer Program

## Licensing

| R&D Pipeline Construction<br>State and City Certificates and Licenses |                                                                 |                 |
|-----------------------------------------------------------------------|-----------------------------------------------------------------|-----------------|
| City/County Name                                                      | Certificate/License                                             | Expiration Date |
| Adams County                                                          | Contractor License - none required only Bond S#399983           | 3/15/2021       |
| Applewood Sanitation District                                         | Drain Layer License                                             | 12/31/2020      |
| Applewood Sanitation District                                         | License Bond #S014332                                           | 11/4/2021       |
| Arvada, City of                                                       | General Utility Contractor License #MC_A                        | 8/23/21         |
| Arvada, City of                                                       | Bond #S399990 for Contractor's License                          | 8/23/21         |
| Aurora, City of                                                       | Business License                                                | 9/3/21          |
| Aurora, City of                                                       | Contractor License #2019-1636722 00 CL                          | 7/1/21          |
| Aurora, City of                                                       | Dan - ROW Supervisor Contractor (replaces trench/conc/asph)     | 11/30/22        |
| Aurora, City of                                                       | Bond for Utility Contractor (S399973)                           | 11/22/21        |
| Blackhawk                                                             | Business License                                                | 1/1/21          |
| Blackhawk/Central City Sanitation                                     | Contractor License                                              | 8/28/21         |
| Blackhawk/Central City Sanitation                                     | Contractor's Bond #S399967 (attached to license above)          | 8/28/21         |
| Boulder, The City of                                                  | ROW Contractors License Bond #BDS399978 for #LIC-0008302-28     | 2/20/21         |
| Boulder, The City of                                                  | ROW Contractors License #LIC-0008302-28                         | 2/27/21         |
| Brighton, City of                                                     | Contractor - Class D/E #CL-10699                                | 1/20/21         |
| Broomfield, The City & County of                                      | General Contractor Class C (OL-17-07204)                        | 1/7/21          |
| Castle Rock, The Town of                                              | Contractor License Builders Single Trade                        | 10/5/21         |
| Centennial, The City of                                               | Contractor License (CEN-14-01882)                               | 2/24/21         |
| Colorado Division of Fire Safety                                      | Registered Underground Fire Line Contractor (09 U429)           | 12/31/20        |
| Colorado, The Secretary of State                                      | Certificate of Good Standing                                    | Ongoing         |
| Colorado, The State of                                                | Individual - Cameron D. Ross - Prof. Engineer License           | 10/31/21        |
| Colorado Springs, The City of                                         | Concrete Contractor License # 709814                            | 6/30/21         |
| Colorado Springs, The City of                                         | Excavation License #709815                                      | 6/30/21         |
| Columbine Valley, Town of                                             | Contractor License                                              | 12/31/20        |
| Commerce City, City of                                                | Subcontractor Right-of-Way #1638                                | 12/31/20        |
| Denver, The City of                                                   | Excavation Contractor Bond #S399980                             | 2/21/21         |
| Denver, The City of                                                   | Water & Sewer Bond #S399979 Contractor                          | 2/26/21         |
| Denver, The City of                                                   | D-Drainlayer Supervisor Certificate Joseph Hinojosa             | 12/31/20        |
| Denver, The City of                                                   | D-Drainlayer Supervisor Certificate Daniel Ross                 | 9/30/23         |
| Denver, The City of                                                   | ROW Excavator (90535)                                           | 1/31/21         |
| Denver, The City of                                                   | ROW Sidewalk (21586)                                            | 1/31/21         |
| Denver, The City of                                                   | Water Service (21351)                                           | 2/28/21         |
| Denver, The City of                                                   | Water Service Supervisor (00000574)                             | 3/31/22         |
| Denver, The City of                                                   | Sewer Contractor License (236062)                               | 1/31/21         |
| Erie, Town of                                                         | Contractor License #EXC-001022-2016                             | 12/31/21        |
| Englewood, City of                                                    | Class 5 Contractor                                              | 10/5/21         |
| FAA Drone Certificate                                                 | Drone Certificate Red Baron/Spark                               | 7/18/21         |
| Fort Collins, City of                                                 | ROW Contractor License                                          | 9/30/21         |
| Fort Collins, City of                                                 | Structural Bond S453912                                         | 4/26/21         |
| Fort Collins, City of                                                 | Utility Bond S452911                                            | 4/26/21         |
| Golden, The City of                                                   | Contractor Registration (#5144)                                 | 9/20/21         |
| Greeley, City of                                                      | Business License                                                | 7/1/21          |
| Greenwood Village, The City of                                        | Contractor's License/Level D-Individual Trade                   | 11/4/21         |
| Jefferson County Dept. of Health & Environ.                           | Contractor License #623                                         | 12/31/20        |
| Lakewood, The City of                                                 | Contractors Registration #8553                                  | 2/20/21         |
| Louisville, City of                                                   | Contractors License - LSVL-000357-2016                          | 1/15/21         |
| Northglenn, The City of                                               | Utility Contractors ROW License (Bond#S452915)                  | 12/31/20        |
| North Washington Street W&S                                           | Contractors License (Bond#S019830) No license given             | 10/1/21         |
| Northwest Lakewood Sanitation District                                | Contractor License (none given per Darin)                       | 9/8/21          |
| Northwest Lakewood Sanitation District                                | Contractor License - Bond #S441891                              | 9/30/21         |
| Parker, Town of                                                       | Business Registration License #9030                             | 12/31/20        |
| Pleasantview Water & Sanitation                                       | Underground Utility Contractor Bond #S400000                    | 3/27/21         |
| Pleasantview Water & Sanitation                                       | Underground Utility Contractor                                  | 12/31/20        |
| Sheridan, City of                                                     | Contractor License                                              | 10/31/21        |
| Sheridan, City of                                                     | Contractor License Bond S#452907                                | 3/27/22         |
| South Adams County Water & Sanitation                                 | ROW Contractor License                                          | 1/31/21         |
| South Adams County Water & Sanitation                                 | ROW Contractor License Bond #S399996                            | 2/20/21         |
| Thornton, The City of                                                 | Contractors License                                             | 2/28/21         |
| Westminster, City of                                                  | Contractor D - Public Way #090831019 License                    | 10/31/21        |
| Westminster, City of                                                  | Contractor D - Public Way #090831019 License Bond #S399986      | 8/4/21          |
| Wheat Ridge, City of                                                  | Contractor License #160016                                      | 1/31/21         |
| Wheat Ridge, City of                                                  | Municipal Contractor License #000712/ prior 20543 Bond #S441877 | 4/7/22          |
| Wheat Ridge, City of                                                  | Municipal Contractor License #000712 (Changed from 20543)       | 10/31/20        |
| Wheat Ridge Sanitation                                                | Contractor License 19-RDPC                                      | 3/31/21         |

## **Compliance Status**

R&D Pipeline Construction, Inc. complies with all applicable Federal, State of Colorado and City of Arvada laws, rules, regulations, policies and procedures in effect.

R&D Pipeline Construction, Inc. will comply with any of the above hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

## **Details of Qualifications**

### **WATER MAIN & SERVICES**

RD Pipeline furnishes and installs water mains ranging from three inches and up using PVC, DIP and steel. RD Pipeline specializes in tape-wrapped welded steel water lines and services. RD Pipeline is properly certified with a Colorado Fire Safety license that allows us to tap, install and service lines of all sizes for domestic and fire.

### **SANITARY SEWER**

RD Pipeline specializes in tapping and installing sanitary sewer mains and steps up to face all challenges presented with the construction of sanitary sewer. From live sewer bypass pumping connections to new placement of manholes over existing installations, we do our part to ensure your perfect pipeline process.

### **STORM SEWER**

Our concrete and pipe crews offer complete storm drainage system installations. RD Pipeline offers installation expertise for storm mains, roof drains, foundation and perimeter drains of any type. Our concrete crew constructs headwalls, wingwalls, storm inlets, modifications and water quality structures to fit your needs.

### **ADDITIONAL SERVICES**

Our equipment is capable of various excavation, grading or demolition applications. If we do not have the equipment on hand to achieve your objective, we will go the extra mile to get it.



## R&D Pipeline Construction, Inc.

### Sample Implementation Timeline

**Note:** Start dates re not established at this time.

- The activities are not be scheduled simultaneously.
- The intent of this time line is to establish activities and durations estimated for the activity:

[illegible]

## R&D Pipeline Construction

### Sample Implementation Timeline

**Note:** Start dates re not established at this time.

- The activities are not be scheduled simultaneously.
- The intent of this time line is to establish activities and durations estimated for the activit

[illegible]



**RD PIPELINE**

☎ 303.237.9974

📠 303.237.1005

🌐 [rdpipeline.com](http://rdpipeline.com)

📍 10200 W 26th Ave.  
Lakewood, CO 80215

## TWO YEAR WARRANTY LETTER

TO: City of Arvada  
8101 Ralston Road  
Arvada, CO 80002

RE: RFQ-20-Development Infrastructure Warranty Repairs  
Various Locations  
Arvada, CO

R&D Pipeline Construction, Inc. hereby warrants all labor/materials on the above referenced project provided to the City of Arvada to be free from defects in materials and workmanship for the period of two years from the date of Substantial Completion.

Upon a maximum of forty-eight (48) hours after verbal or written (email or fax) notice, we agree to repair or replace all of the work, which make prove to be defective due to materials/workmanship during the warranted period. Replacement or repair of any other materials or work damaged by such defective work is also included. We also agree that emergency warranty issues must be taken care of immediately and will be sublet at our expense should we fail to comply.

**Misuse, abuse, neglect, or ordinary wear and tear is specifically excluded from this warranty.**

Should we fail to comply with the above warranty as stated herein and also in our signed subcontract agreement/purchase order, the City of Arvada may sublet the repairs and all cost may be deducted from any monies owed (if no monies owed, costs for subletting/repairs will be invoiced by City of Arvada).

Date of Substantial Completion: TBD

Sincerely,

---

Daniel B. Ross, President

R&D Pipeline Construction, Inc.  
10200 West 26<sup>th</sup> Avenue  
Lakewood, CO 80215

### EMERGENCY/WARRANTY CONTACT:

Daniel B. Ross      email: [dbr@rdpipeline.com](mailto:dbr@rdpipeline.com)  
Phone: (303) 237-9974      Fax: (303) 237-1005      Cell: (303) 598-6802

## REQUIRED VENDOR SUBMITTAL FORM

### SUBMITTED BY:

Company Name: R&D Pipeline Construction, Inc.

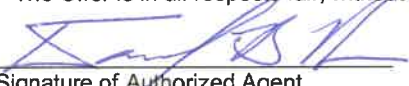
Contact Names: Sales/Customer Service Daniel B. Ross, Robin Hall

Address: 10200 W. 26th Ave. Lakewood, CO 80215

Phone: ( 303 ) 237-9974 Email(s): bids@rdpipeline.com, robin@rdpipeline.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> | Date <u>11/16/20</u> | 84-0976179                |
| Signature of Authorized Agent                                                                | Date                 | FEIN                      |
| <u>Daniel B. Ross</u>                                                                        | <u>President</u>     | <u>dbr@rdpipeline.com</u> |
| Typed/Printed Name of Agent                                                                  | Title of Agent       | Agent 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: n/a % n/a Days, Net: 30 Days, Accept Visa without additional fee? not set up for Visa

**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 N/A

Page #: \_\_\_\_\_ Item # or Section: \_\_\_\_\_

Variance N/A

Page #: \_\_\_\_\_ Item # or Section: \_\_\_\_\_

Variance N/A

**SUBMITTAL INSTRUCTIONS:**

Qualifications must 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 Qualifications – products & services, implementation timeline and warranties.
- ☒ Completed City 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 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:  
#1 N/A #2 #3

### REFERENCES:

- ☒ Check here if Firm's standard reference sheet is attached, otherwise, use the space below.

Name: Please see attached 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: \_\_\_\_\_

## R&D Pipeline Construction, Inc.

### References

#### General Contractors

|                  |                       |                   |                                                    |
|------------------|-----------------------|-------------------|----------------------------------------------------|
| Project Name:    | Encore Evans Station  | Project Location: | Denver, Colorado                                   |
| Contract Amount: | \$1,927,272.91        | Date Complete:    | December, 2018                                     |
| Client:          | MPC Construction      | Address:          | 1630 Welton St., Denver, CO 80202                  |
| Contact:         | Rebekah Gray          | Telephone Number: | 303-374-4985                                       |
| email:           | rgray@mpconstruct.com | Work Performed:   | Furnish & Install Water, Sanitary & Storm Drainage |

|                  |                           |                   |                                                    |
|------------------|---------------------------|-------------------|----------------------------------------------------|
| Project Name:    | Riverdale Animal Shelter  | Project Location: | Brighton, CO                                       |
| Contract Amount: | \$1,912,518.61            | Date Complete:    | January, 2020                                      |
| Client:          | Saunders Construction     | Address:          | 86 Inverness Place North, Englewood CO 80112       |
| Contact:         | John Bennett              | Telephone Number: | 303-386-9280                                       |
| email:           | j.bennett@saundersinc.com | Work Performed:   | Furnish & Install Water, Sanitary & Storm Drainage |

|                  |                          |                   |                                                    |
|------------------|--------------------------|-------------------|----------------------------------------------------|
| Project Name:    | Outlook Seven Hills      | Project Location: | Denver, Colorado                                   |
| Contract Amount: | \$1,657,905.08           | Date Complete:    | October, 2019                                      |
| Client:          | Nexus Builders/Evergreen | Address:          | 1873 S. Bellaire, Denver, CO 80222                 |
| Contact:         | Ron Wolford              | Telephone Number: | 303-472-8269                                       |
| email:           | rwolford@evgre.com       | Work Performed:   | Furnish & Install Water, Sanitary & Storm Drainage |

|                  |                          |                   |                                                    |
|------------------|--------------------------|-------------------|----------------------------------------------------|
| Project Name:    | Outlook Gateway          | Project Location: | Denver, Colorado                                   |
| Contract Amount: | \$2,179,962.71           | Date Complete:    | December, 2019                                     |
| Client:          | Nexus Builders/Evergreen | Address:          | 1873 S. Bellaire, Denver, CO 80222                 |
| Contact:         | Ron Wolford              | Telephone Number: | 303-472-8269                                       |
| email:           | rwolford@evgre.com       | Work Performed:   | Furnish & Install Water, Sanitary & Storm Drainage |

|                  |                                        |                   |                                             |
|------------------|----------------------------------------|-------------------|---------------------------------------------|
| Project Name:    | City of Thornton Hydrants              | Project Location: | Thornton, Colorado                          |
| Contract Amount: | \$170,000, \$96,960, \$99,946 & 41,009 | Date Complete:    | 2017,2018,2019 & 2020                       |
| Client:          | City of Thornton                       | Address:          | 9500 Civic Center Drive, Thornton, CO 80229 |
| Contact:         | Dennis Laurita                         | Telephone Number: | 303-538-7649                                |
| email:           | dennis.laurita@thorntonco.gov          | Work Performed:   | Remove and Replace Fire Hydrants            |

|                  |                               |                   |                                             |
|------------------|-------------------------------|-------------------|---------------------------------------------|
| Project Name:    | City of Thornton Valves       | Project Location: | Thornton, Colorado                          |
| Contract Amount: | \$891,898.00                  | Date Complete:    | December, 2018                              |
| Client:          | City of Thornton              | Address:          | 9500 Civic Center Drive, Thornton, CO 80229 |
| Contact:         | Dennis Laurita                | Telephone Number: | 303-538-7649                                |
| email:           | dennis.laurita@thorntonco.gov | Work Performed:   | Remove and Replace Valves                   |



## Pricing

### R&D Pipeline Construction, Inc

10200 West 26th Ave. Lakewood, CO 80215

Phone (303) 237-9974 Fax: (303) 237-1005

The following rates will be used for determining the cost of work performed on this  
Project by R&D Pipeline Construction, Inc

#### RFQ-20- Development Infrastructure Warranty Repairs - City of Arvada

1) Non - Davis Bacon Labor Rates Which Include All Costs and Mark-up: ( 2 Hr Minimum)

| Category       | Mon-Fri<br>7 AM - 3:30 PM | After Hours<br>Holidays/Weekends |
|----------------|---------------------------|----------------------------------|
|                | Straight<br>Time          | Over<br>Time                     |
| Laborer        | \$ 40.27                  | \$ 60.41                         |
| Pipe layer     | \$ 47.86                  | \$ 71.79                         |
| Operator       | \$ 52.86                  | \$ 79.28                         |
| Carpenter      | \$ 52.86                  | \$ 79.28                         |
| Foreman        | \$ 67.96                  | \$ 101.94                        |
| Superintendent | \$ 80.54                  | N/A                              |

2.) The Following Equipment Rates Include all Costs and Markup: ( 4 Hr Minimum)

| Item                                  | Hourly Rate |
|---------------------------------------|-------------|
| Komatsu 450 Backhoe                   | \$206.00    |
| Komatsu 360 Backhoe                   | \$185.00    |
| Komatsu 308 Backhoe                   | \$185.00    |
| Komatsu 300 Backhoe                   | \$163.00    |
| Komatsu 228 Backhoe                   | \$127.00    |
| Komatsu 238 Backhoe                   | \$140.00    |
| Komatsu 138 Backhoe                   | \$105.00    |
| Komatsu 88 Backhoe                    | \$95.00     |
| Komatsu PC 55 Backhoe                 | \$80.00     |
| Caterpillar 420F2 Backhoe/Excavator   | \$85.00     |
| Komatsu 320 Loader                    | \$93.00     |
| Komatsu 270 Loader                    | \$88.00     |
| Komatsu 250 Loader                    | \$83.00     |
| Komatsu 200 Loader                    | \$75.00     |
| Komatsu 150 Loader                    | \$69.00     |
| Komatsu 70-5 Loader                   | \$58.00     |
| Takeuchi Skidsteer with Sweeper       | \$53.00     |
| Ingersoll Rand SD40 Compactor         | \$63.00     |
| Trench Boxes Including Spreaders      | \$26.00     |
| Bedding Box                           | \$11.00     |
| 8'x12' x1" Steel Plates               | \$5.00      |
| 1500 Gallon Water Truck               | \$41.00     |
| 3/4 Ton Truck w/ Job Tools            | \$33.00     |
| 3/4 Ton Pickup                        | \$15.00     |
| 1 Ton Truck w/ Job Tools              | \$37.00     |
| 1 Ton Truck w/ Welder, Air Compressor | \$40.00     |
| Air Compressor with Tools             | \$29.00     |
| Diesel Plate Tamper                   | \$18.00     |
| Backhoe Mounted Compaction Wheel      | \$10.00     |
| Concrete /Asphalt Saw                 | \$20.00     |
| Hydraulic Rock Hammer                 | \$9.00      |
| Hydraulic Dump Trailer                | \$19.00     |
| Utility Trailer/Flat                  | \$12.00     |
| Core Drill                            | \$16.00     |
| Dump Trailer                          | \$19.00     |

3.) Standard Markup on:

|              |                                            |
|--------------|--------------------------------------------|
| Material     | 15%                                        |
| Rental Equip | 15% (Plus Lube,Fuel & Insurance if Needed) |
| Subcontracto | 15%                                        |
| Dump Fees,   | 10%                                        |
| Licenses,    |                                            |
| Permits      |                                            |



RD PIPELINE

## DAILY TRENCH AND EXCAVATION REPORT

Job Name/Number: \_\_\_\_\_ Date: \_\_\_\_\_

Location: \_\_\_\_\_

Competent Person: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Weather Conditions: clear 40\* Precipitation Last 24 Hrs.: noEx/Trench Depth: 7 Ex/Trench Width: 6 Ex/Trench Length: 100

## Miscellaneous Considerations

Underground Utilities Clearly Identified? ☒ Yes ☐ No Protective System:  
 Adequate Access/Egress? ☒ Yes ☐ No ☒ Trench Box  
 Workers Properly Trained? ☒ Yes ☐ No ☒ Shoring  
 Hazardous Atmospheres? ☐ Yes ☒ No ☒ Sloping  
 (if Yes, attach JHA) ☐ Other (explain)  
 Spoil Pile(s) two feet from edge? ☒ Yes ☐ No Explain: \_\_\_\_\_

## Design Checks

Soil Type = C

(By visual results and manual test)

Adjacent to Excavation Location

(Check all that apply)

- ☐ Utility Poles  
☒ Buildings or Structures  
☐ Roads, Streets, or Alleys  
☒ Existing Utility Lines

Crossing Trench Locations

(Check all that apply)

- ☒ Roads, Streets, or Alleys  
☒ Existing Utility Lines

Will run-off or drainage flow down to trench location?

☒ Yes ☐ No

Is right-of-way and clearance from adjacent facilities adequate?

☒ Yes ☐ No ☐ N/A

## Field Checks

Soil Type =Tests Performed:

Plasticity ☐ Yes ☒ No  
 Dry Strength Test ☐ Yes ☒ No  
 Thumb Penetration ☒ Yes ☐ No  
 Drying Test ☐ Yes ☒ No  
 Sedimentation ☐ Yes ☒ No

Visual Results:

Sand (visible) ☐ Yes ☒ No  
 Clay/Silt ☒ Yes ☐ No

Soil Conditions:

Is the soil submerged or saturated? ☐ Yes ☒ No  
 Is the soil fissured? ☐ Yes ☒ No  
 Are there weak soil layers? ☐ Yes ☒ No  
 Are there soil layers under the rock layers? ☐ Yes ☒ No

Remarks:

Competent Person Signature: \_\_\_\_\_



RD PIPELINE

## RD Daily Report

Date: 02-Oct-2020

Job Name &amp; Number: \_\_\_\_\_

Foreman: \_\_\_\_\_

Daily Activities/Job

Scope: Water

Plan Sheet # &amp; Date/ Utility

Line #: CO957

Shift Start: 07:00

Shift End: 12:30

Complies with  
Plans/Specifications?  
(If No, Please Explain)

Yes



No

Explanation: \_\_\_\_\_

Weather: sunny 85\*

Number of Workers: 3

Equipment at Site?

Trucks: TR-19 2016 Ford F250

Trailers: \_\_\_\_\_

Excavator/Backhoes: \_\_\_\_\_

Loaders: \_\_\_\_\_

Compactors: C-03 SD40

Water Trucks: \_\_\_\_\_

Trench Boxes: 6x8 aluminum box

Rentals/Others: \_\_\_\_\_

Work Delayed and Reason:



Yes



No

Reason: \_\_\_\_\_

Rework &amp; Reason:



Yes



No

Reason: \_\_\_\_\_

Potential Future Delays:



Yes



No

Reason: \_\_\_\_\_

Problems and Unusual

Conditions:



Yes



No

Problems: \_\_\_\_\_

Direction Received: \_\_\_\_\_

Foreman Signature \_\_\_\_\_

Misc. Notes:



## REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM  
8.A.6.

TO: THE HONORABLE CITY COUNCIL

DATE: January 25, 2021

SUBJECT: R21-018 A Resolution Authorizing an Agreement Between the City of Arvada and Brannan Construction Company for On-Call Development Infrastructure Warranty Repairs Services

### **Report in Brief**

As a continuation of our process improvement efforts surrounding development warranty and development escrow management, this on-call service contract is being proposed so if deficient infrastructure work is identified and a developer/contractor is unable or unwilling to complete needed repairs, the City can quickly procure and complete said repairs using development escrow funds as outlined in Article V, Sec. 78-298 of the Arvada City Code.

The Arvada team recommends that the City Council approve R21-018, A Resolution Authorizing an Agreement Between the City of Arvada and Brannan Construction Company for On-Call Development Infrastructure Warranty Repairs Services.

### **Financial Impact**

No financial impacts are anticipated. The cost of services will be paid using Development Warranty Escrow funds provided by the Developer/Contractor.

### **Background**

The proposed series of agreements, including this agreement with Brannan Construction Company, provides options to quickly bid and contract for development infrastructure warranty repairs that are not completed by a developer/contractor in accordance with City Ordinances, rules, and policies. Earlier in 2020, changes to Article V, Sec. 78-298 of the Arvada City Code were approved by Council to establish an escrow amount of 100% of the cost of public improvements for developments to reduce the City's exposure in cases of deficient or incomplete development. It is expected that this change will encourage timely completion of infrastructure and reduce protracted repair timelines and delayed warranty start times as well. We expect contracting for warranty repairs with on-call firms will be infrequent but we want to be prepared if these services are required.

### **Discussion**

Implementation of the On-Call Development Infrastructure Warranty Repairs Services requires the engagement of one or more General Right-of-Way contractors that can complete public infrastructure warranty repairs as needed. In association with this requirement, the City conducted a solicitation through a Request of Qualifications (RFQ). Brannan Construction Company submitted a Statement of Qualifications that represented their experience, expertise and abilities to meet the requirements of the RFQ. The scope of work that would be required to implement On-Call Development Infrastructure Warranty Repairs includes excavation and sub-grade corrections, asphalt paving and patching, concrete curb, gutter, cross pans, and sidewalk repairs, park, trail and park infrastructure repairs, landscaping and other similar repairs commonly associated with public infrastructure that is provided within developments.

The Arvada team believes that Council approval of this resolution authorizing the agreement as described herein will support the City's responsibility to ensure the construction of high quality public infrastructure in a timely and responsive manner. Please note that there are six resolutions on the January 25 agenda which, if approved, will provide the City with six on call

service contracts. Engaging six separate contractors will provide the City with the capacity to address warranty issues in a timely manner and the diversity necessary to address the unique circumstances of a development project.

### **Public Contact**

Posting of Council agenda

### **Commission Recommendation**

N/A.

### **Strategic Alignment**

The recommended action supports the following Strategic Results within the Community and Economic Development and Infrastructure Priority Areas of the City Council Strategic Plan:

*95% of development approvals conform to the City's Comprehensive Plan.*

*The engineering standards and City code framework will be updated.*

### **Alternative Courses of Action**

N/A

### **Recommendation for Action**

The Arvada team recommends that the City Council approve R21-018, A Resolution Authorizing an Agreement Between the City of Arvada and Brannan Construction Company for On-Call Development Infrastructure Warranty Repairs Services.

### **Suggested Motion:**

I move that R21-018, A Resolution Authorizing an Agreement Between the City of Arvada and Brannan Construction Company for On-Call Development Infrastructure Warranty Repairs Services, be (approved) (rejected).

Prepared by:

Brita Van Horne, Deputy Director of Community & Economic Development

Reviewed by:

Approved by:

|                                                                      |            |
|----------------------------------------------------------------------|------------|
| Josie Suk, Development Systems and Administrative Manager            | 12/10/2020 |
| Brita Van Horne, Deputy Director of Community & Economic Development | 12/21/2020 |
| Ryan Stachelski, Director of Community and Economic Development      | 12/22/2020 |
| Hannah Gregory, Legal Administrative Assistant                       | 12/22/2020 |

**SUBJECT:** R21-018 A Resolution Authorizing an Agreement Between the City of Arvada and Brannan Construction Company for On-Call Development Infrastructure Warranty Repairs Services

**PAGE:** 3  
**ITEM:** 8.A.6.

Gail Walker, Legal Specialist-Contracts

12/22/2020

Emily Grogg, Senior Assistant City Attorney

12/22/2020

Rachel Morris, City Attorney

1/13/2021

Lorie Gillis, Deputy City Manager

1/13/2021

Mark Deven, City Manager

1/14/2021

Enclosure, exhibits & attachments required to support the report



RESOLUTION NO. R21-018

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN  
THE CITY OF ARVADA AND BRANNAN CONSTRUCTION  
COMPANY FOR ON-CALL DEVELOPMENT INFRASTRUCTURE  
WARRANTY REPAIRS SERVICES

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 Brannan Construction Company for on-call development infrastructure warranty repairs services.

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

APPROVED AND ADOPTED this 25th day of January, 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  
BRANNAN CONSTRUCTION COMPANY FOR ON-CALL  
DEVELOPMENT INFRASTRUCTURE WARRANTY REPAIRS  
SERVICES**

- 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 Brannan Construction Company whose place of business is located at 2500 East Brannan Way, Denver, Colorado 80229 (“Contractor”).
- 2. RECITALS AND PURPOSE.**
  - 2.1. Arvada requires a qualified firm to provide on-call construction services for completing development infrastructure warranty repairs, including but not limited to excavation and subgrade corrections, asphalt paving and patching, concrete curb, gutter, cross pans, and sidewalks, water distribution system repairs, wastewater collection system repairs, stormwater management system repairs, park trail and park infrastructure repairs, landscaping, and other associated infrastructure repairs.
  - 2.2. Arvada will require these on-call services when warranty punch list items are not completed by the required developer or contractor permitted by Arvada. Pursuant to Arvada City Code Chapter 78, Public Improvements, Arvada has the right to complete or repair unfinished work using the security that is required for permits issued by Arvada.
  - 2.3. Due to the uncertainty of when or if these projects will arise and the wide variety of types of work that will be required to complete the warranty repairs, Arvada requires multiple contractors to be available on an as needed basis.
  - 2.4. On or about October 30, 2020, Arvada issued a Request For Qualifications for Development Infrastructure Warranty Repairs, RFQ-20-Development Infrastructure Warranty Repairs seeking proposals from qualified firms to provide professional services described in Sec. 2.1 (“the Work”).
  - 2.5. Contractor has extensive experience in providing on-call construction services, specializing in utility installation. On or about November 20, 2020, Contractor submitted its Response to Arvada’s RFQ (“Response”).
  - 2.6. 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.
  - 2.7. 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 RFQ-20- Development Infrastructure Warranty Repairs;  
and

Exhibit 2: Contractor's Response, including standard pricing.

All exhibits referred to in this Agreement are attached hereto and are, by reference, incorporated herein for all purposes. 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 Contractor's proposed project timeline in its Proposal, 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 **four** 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 RFQ, 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. If a project becomes necessary for Arvada to complete or repair, Arvada and Contractor shall agree to an amendment to this Agreement to set the specific project requirements and compensation. At the time of amendment, Contractor may be required to deliver a performance and payment bond, executed by a surety company authorized to do business in the state, in an amount equal to 100 percent of the price specified in the amendment. 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 Brita Van Horne as Arvada's Project Manager. Ms. Van Horne 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 Manager(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 RFQ requirements, and agrees to be bound by those terms and conditions with the following amendment:

12.1. Arvada's RFQ on page nine is amended in the paragraphs under number 20. Scope of Work will be defined and negotiated through an amendment to this Agreement and not as a Purchase Order as previously described in the RFQ. Signing authority and approval will be pursuant to Arvada's Purchasing ordinance. The rest of the unnumbered paragraphs on page 9 remain unchanged.

**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. PERFORMANCE MEASURES.** The Performance Measures for this Agreement shall be determined at the time that a project is awarded to Contractor and shall be included in the amendment.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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 \_\_\_\_\_, 20\_\_\_\_.

**CITY OF ARVADA**, a Colorado home rule  
municipal corporation

\_\_\_\_\_  
Marc Williams  
8101 Ralston Road  
Arvada, CO 80002

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: \_\_\_\_\_



**BRANNAN CONSTRUCTION COMPANY**

---

Corey Marvel, Project Manager  
2500 East Brannan Way  
Denver, Colorado 80229

**EXHIBIT 1**  
**AN AGREEMENT BETWEEN THE CITY OF ARVADA AND**  
**BRANNAN CONSTRUCTION COMPANY FOR ON-CALL**  
**DEVELOPMENT INFRASTRUCTURE WARRANTY REPAIRS**  
**SERVICES**



## REQUEST FOR QUALIFICATIONS

**RFQ #:** RFQ-20- Development Infrastructure Warranty Repairs

**Title:** Development Infrastructure Warranty Repairs

**RFQ Issued:** 10/30/2020

**Informational Meeting:** N/A

**Question Deadline:** 11/11/2020 12:00 p.m. local time  
Questions and responses will be posted on BidnetDirect.com

**Qualifications Due By:** 11/20/2020 12:00 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 award.

**For additional information, contact:** Please submit questions on Bidnetdirect.com

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     |
| Insurance Requirements                              | page 6     |
| Administrative instructions and Evaluation Criteria | page 7     |
| Scope of Work                                       | page 7     |
| Submittal Forms and Checklist                       | page 10-11 |
| Attachments/Exhibits                                |            |

## 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. 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 vendor. 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 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.

**2. 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 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. 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.

**4. 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.



## 5. 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 and the Cooperative Educational Purchasing Council (CPEC).

We hereby request that any member of MAPO/CPEC be permitted to avail itself of this contract and purchase, as specified by the contract resulting from this RFQ, 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.

## 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 \$2,000,000, 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 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 ESTABLISH A CONTRACT:**

The purpose of this Request for Qualifications is to provide vendors 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 vendor.

Submitted documents are proprietary working documents offered by prospective vendors 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) 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.
- 2) The only authorized version of this Solicitation and addenda is available at [WWW.BIDNETDIRECT.COM](http://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 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 RFQ 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*
- 2) *Project Team Experience*
- 3) *Project Approach*
- 4) *Price/rate sheet for on-call services (most large projects will be quoted among the pre-qualified group anticipated to be 3-5 contractors).*

### **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**

The City of Arvada is requesting qualifications from qualified General Right-of Way Contractors to provide on-call construction services for completing development infrastructure warranty repairs including but not limited to excavation and subgrade corrections, asphalt paving and patching, concrete curb, gutter, cross pans, and sidewalks, water distribution system repairs, wastewater collection system repairs, stormwater management system repairs, park trail and park infrastructure repairs, landscaping, and other associated development infrastructure repairs.

Quantities may vary widely from development to development and will be bid per project. Prices for work requiring excavation must include third party compaction testing and reports. Asphalt and concrete work must include third party testing and reports showing materials are in compliance with approved designs and City Standards. Alterations to stormwater detention capacities will require verification of compliance with the approved design by providing a pond certification letter from a Licensed Professional Engineer in the State of Colorado.

### **Scope of Work**

The following is a list of the types of services and projects to be performed which may encompass replacement, rehabilitation, repair, improvement, and new construction.

While it identifies several services that are anticipated to be required, it may not be all inclusive of the types of services to be performed.

1. Repair of underground water distribution system pipelines;
2. Repair or replacement of water distribution, wastewater and stormwater appurtenances such as but not limited to manholes, valves, water meters, air vacs, fire hydrants, cathodic protection, etc.;
3. Repair of underground wastewater collection system pipelines and service connections;
4. Construction or repair of stormwater management systems including pipelines, curb inlets, open channels, structures, ponds and other storage facilities;
5. General site work including clearing and grubbing, excavation of backfill, earth moving, compaction, and soil disposal;
6. Pavement including asphalt and concrete paving and patching including excavation and compaction in areas of subsidence;
7. Concrete curb and gutter and cross pan removal and replacement, and general flatwork replacement including but not limited to sidewalks and ramps;
8. Construction or repair of park trail or park infrastructure elements;
9. Installation or repair of landscaping elements in the rights-of-way or easements;
10. Repair of other infrastructure as shown on the approved construction drawings for the development.

Construction services may include the following:

1. Construction schedule preparation;
2. Construction cost estimation;
3. Site supervision;
4. Applicable construction permits;

5. Stormwater management/management plan;
6. Site protection and security;
7. Traffic control;
8. Bypass pumping;
9. Groundwater management pumping;
10. Pavement demolition;
11. Concrete patching and paving;
12. Concrete flatwork;
13. Asphalt patching and paving;
14. Earthwork, clearing and grubbing, earth moving, backfill, compaction, disposal;
15. Riprap installation;
16. Pipeline installation for water distribution, wastewater and stormwater collection;
17. Manhole and vault installations;
18. Use of trenchless technologies;
19. Warranty and management of project safety and quality control;
20. Other related services as mutually agreed by the parties.

The City intends to award a contract to two or more contractors to provide the services outlined in this RFQ and such other related services as required. The resulting Agreement(s) will have an initial term of one (1) year and may be extended at the City's option for additional one year periods not to exceed four (4) additional one year periods, subject to mutual agreement by both parties. At the City's discretion, it may choose not to incorporate one or more portions of the general scope of services described in this RFQs into any contract(s) executed pursuant to this RFQ.

Work will be on an as-needed basis with the Scope of Work to be defined, Work Orders negotiated, and Purchase Orders issued prior to commencement of any work. The cumulative total of each project associated with this RFQ shall not exceed \$300,000.

Any project exceeding a cumulative total of \$300,000 requires prior written approval by the Purchasing Director and only after such exception has been determined to be in the City's best interest.

Subcontractor information will be requested at the time a Work Order is scoped and should not be included in response to this RFQ.

## 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 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 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
- ☐ Cover & Executive Summary.
- ☐ Detail Firm's and employees' Capabilities, Experience, Licensing, and Compliance Status.
- ☐ Details of Qualifications – products & services, implementation timeline and warranties.
- ☐ Completed City 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 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:  
#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: \_\_\_\_\_

\_\_\_\_\_

**EXHIBIT 2**  
**AN AGREEMENT BETWEEN THE CITY OF ARVADA AND**  
**BRANNAN CONSTRUCTION COMPANY FOR ON-CALL**  
**DEVELOPMENT INFRASTRUCTURE WARRANTY REPAIRS**  
**SERVICES**





Statement of Qualifications

RFQ-20-Development Infrastructure Warranty Repairs

Submitted To:

City of Arvada

Submitted Via BidnetDirect.com

Brannan Construction Company

2500 E. Brannan Way

Denver, CO 80229

Phone: 303-273-9382

Fax: 303-534-1236

Contact: Corey Marvel, Estimator/Project Manager  
CJMarvel@Brannan1.com

Submitted:

November 20, 2020

Exhibit 2



## EXECUTIVE SUMMARY

Brannan Construction Company has been in business as a General Contractor specializing in utility installation for forty-seven years. Previously known as Trainor Construction Company, the business has operated as a member of the Brannan family of companies under the name Brannan Construction Company for the past sixteen years.

Brannan Construction Company is organized as a Colorado corporation with a date of incorporation of July 3, 1972. The company is managed by slate of Officers including J. C. Marvel, Jr., President, and Ann VanPortfliet, Secretary/Treasurer. The management team does not currently have any Vice Presidents.

Brannan Construction Company currently employs a staff of forty-three focused on utility infrastructure projects using both open cut and trenchless installation methods.

Brannan Construction Company has an exemplary record of services to our customers having never failed to complete any awarded project or contract.

Brannan Construction Company is proud of its record of project completion on time and on budget. The company has not been assessed nor paid liquidated damages under a construction contract with either a public or private owner in the last five years. Brannan Construction Company has never been denied any award of a public works contract based on a finding by a public agency that Brannan was not a responsible bidder.

Brannan Construction Company is currently able to provide bid, performance and payment bonds for construction contracts through our bonding program with limitations of \$25 million per project and \$125 million in the aggregate. Brannan Construction Company currently has more than \$43 million in available bonding capacity. Details of Brannan's bonding program can be confirmed with our agents:

Bonding Agency      Moody Insurance Agency  
Karen Feggstad, Account Representative  
8055 East Tufts Avenue, Suite 1000  
Denver, CO, 80237  
303-824-6600  
[Karen.Feggstad@moodyins.com](mailto:Karen.Feggstad@moodyins.com)

Brannan Construction Company currently has a Workers Compensation Experience Modification Rating of 0.71. Brannan Construction Company considers safety to be of the highest priority. Our company culture is specifically cultivated to ensure that everyone who works on or visits a Brannan project goes home to their family safe and sound each and every day. Brannan employs a Health and Risk Manager and an Environmental Risk Manager, both of whom report directly to top Management and who are charged with the authority and responsibility to make sure safety is priority one. Brannan has an established companywide Safety Committee with representatives from all areas of the company to review safety concerns, take action to resolve unsafe conditions, and to help communicate safe practices in their work areas. Brannan has also worked closely with Risk Management Teams associated with our insurance agency to review and, if necessary, modify company processes to ensure that we are employing the most current and effective industry safety policies and programs.

## EMPLOYEE CAPABILITES

Senior Project Manager – Corey Marvel – resume following

Corey brings more than nineteen years of construction experience in site development and utility infrastructure to every project. Corey

specializes in municipal project work where his strong leadership and background in project scheduling budgeting and documentation ensure on-time and on-budget project delivery.

Project Superintendent – Jake Jennings – resume following

Jake's background encompasses fifteen years of open cut and trenchless utility infrastructure installation, replacement and repair including ten years of project team lead and superintendence. Jake approaches each project with an eye toward safety, budget and schedule to ensure Brannan delivers a project that not only meets, but exceeds customer expectations.

## FIRM CAPABILITIES AND RELEVANT EXPERIENCE

Brannan Construction Company has been the contractor of record for emergency and on-call services related to water and wastewater infrastructure in the City and County of Denver for more than ten years. These projects are publicly bid approximately every five years, yet award after award Brannan Construction Company has proven that our company can provide the best quality at the best price. Please find to follow a more detailed accounting of that project experience:

### 1. CURRENT PROJECT – 2019 WIP Support Project

This project consists of the provision of on-call services as directed by the Owner to provide wastewater services repair and or replacement as part of a contracted program. The program was initiated by the Owner in May, 2019 for a three year period with a current contract expiration of May, 2022.

The original value of the contract was \$2.5 million and the contract value remains unchanged. To date Brannan Construction Company has successfully completed just under \$700,000 in work under this agreement. Brannan Construction Company has not been made aware of any Owner concerns with regard to performance under this agreement.

City and County of Denver – Aaron McMichael – 303-446-3706

2. CURRENT PROJECT – 2015 Emergency Repairs for Wastewater Facilities

This project consists of the provision of emergency services with a twenty-four hour required response time as directed by the Owner to provide wastewater services repair as part of a contracted program. The program was initiated by the Owner in February, 2015 for a three year period. The Owner's specifications allow for up to three additional one year extensions based on Owner satisfaction and available funding. The Owner has issued the maximum three contract extensions to Brannan Construction Company with a current contract expiration of February, 2021.

The original value of the contract was \$435,000 and the contract value remains unchanged. To date Brannan Construction Company has successfully completed more than \$300,000 in work under this agreement. Brannan Construction Company has not been made aware of any Owner concerns with regard to performance under this agreement.

City and County of Denver – Ahmad Soufiani – 303-446-3717

3. COMPLETED PROJECT – 2011 Critical Sanitary Sewer Replacement

This project consisted of the provision of critical response services with a four hour required response time as directed by the Owner to provide wastewater services repair as part of a contracted program. The program was initiated in November, 2011 for a three year period. The Owner's specifications allow for extension of the agreement for an additional one year based on Owner satisfaction and available funding. The Owner chose to extend the agreement and Brannan Construction Company completed work in November, 2015.

The original value of the contract was \$4 million and the contract value at completion was in excess of \$2.8 million. Brannan Construction Company completed the project without occurrence of Owner concerns with regard to performance.

City and County of Denver – Dave Shaw – 303-446-3456

Brannan Construction Company also has significant experience working directly with the City of Arvada. The following are recent projects undertaking with the City of Arvada:

4. COMPLETED PROJECT – Meter Vault Replacements

This project was a publicly bid project consisting of removal and replacement of existing meter vaults including service lines ranging in size from 1.5" to 4".

The original value of the contract was just over \$383,000 and completion was achieved at a final contract value just under \$354,000. Brannan Construction Company completed the project without assessment of delay charges or damages related to Owner concern.

City of Arvada – Kris Gardner – 720-898-7640

5. COMPLETED PROJECT – 2014 Water Main Replacement Phase I

This project consisted of replacement of approximately thirteen thousand linear feet of 8" and 12" PVC water mains within the public right-of-way.

The original value of the contract was \$1.55 million and final completion was achieved at a final contract value of just under \$1.6 million. Brannan Construction Company completed the project without assessment of delay charges or damages related to Owner concern.

City of Arvada – Patrick Dougherty – 720-898-7644



## LICENSING

Brannan Construction Company maintains a General Utility license with the City of Arvada (AEC717) which is next subject to renewal on January 27, 2021.

## WARRANTIES

Brannan Construction Company generally offers a minimum one year warranty on work completed. However, upon request a two year warranty may be provided.

## REQUIRED VENDOR SUBMITTAL FORM

Please find to follow the Required Vendor Submittal Form (2 pages)

## PRICING

Please find to follow Brannan Construction Company's proposal for pricing.

## INSURANCE

Please find to follow a sample certificate of insurance detailing Brannan Construction Company's ability to comply with City of Arvada insurance requirements.

For questions regarding this submittal or to set up an interview to further discuss this submittal please contact:

Corey Marvel, Estimator/Project Manager  
303-273-9382

[CJMarvel@Brannan1.com](mailto:CJMarvel@Brannan1.com)



19 years of general construction including 10 years of Estimating and Project Management experience in the areas of roadway improvements, utility construction, earthmoving and grading, drainage and channel work, and site development. Current responsibilities include primary estimating leadership, project scheduling, budgeting, and documentation.

**Employment:**

Brannan Construction Company  
2008 to Present

**Previous Positions**

Estimator/Project Manager

Brannan Sand and Gravel Company, LLC  
2000 to 2008

Intern

**Project Experience:**

- 2018      **Open Cut Sanitary Sewer Project - \$723,008.20**  
City of Arvada  
Arvada, CO  
Removal or abandonment of existing sanitary sewer lines to facilitate installation of new sanitary sewer mains and lines.
- 2016      **State Highway 7 to State Highway 72 - \$327,929.57**  
Colorado Department of Transportation  
Estes Park, CO  
Pipe ramming of 60" steel casing to accommodate utility install beneath State Highway 7 in multiple locations.
- 2015      **Chasteen Grove Water Treatment Plant Phase II - \$135,375.15**  
City of Loveland  
Loveland, CO  
Installation of 42" hand welded steel casing for treatment plant piping using trenchless, auger boring and hand tunneling methods and including exterior grouting of the carrier pipe.
- 2014      **63<sup>rd</sup> Avenue Sanitary Sewer Line - \$377,072.63**  
Crestview Water and Sanitation District  
Denver, CO  
Removal and replacement of 1,800 linear feet of existing 12" SDR 35 PVC sanitary sewer mains in the public right-of-way including removal and replacement of multiple 48" manholes, forty service connections and restoration of the asphalt, concrete and landscaped surfaces.
- 2010      **2010 CIP Federal Heights - \$364,906.20**  
City of Federal Heights  
Federal Heights, CO  
Replace 800 lf of water main and 560 lf of sanitary sewer, fire hydrant installation, and replacement of 50 water isolation valves 8", 6", and 4".
- Dola Water Main Replacement - \$834,046.93**  
Town of Kremmling  
Kremmling, CO  
Remove & replace existing waterline and services in various locations in Kremmling. 14,000 of 8" PVC, 168 3/4" water services and 13 fire hydrants.

2009

**2008 Water Main Replace Ph II - \$1,272,593.97**

City of Arvada

Arvada, CO

Furnish and install 1,726 linear feet 12" PVC waterline, 9,880 linear feet 8" PVC waterline, and 17 fire hydrants. Furnish and install 31 8" gate valve and boxes. Miscellaneous items included 193 connections to existing facilities, traffic control, erosion control, and other appurtenances. All of this work was completed in Arvada neighborhoods and access was maintained for homeowners throughout construction.

**Education/Training:**

2008 Bachelor of Science Degree, Construction Management, Colorado State University

2010 Stormwater Management Certification

OSHA 10-hour training

**Current Industry Association Memberships:**

NUCA – National Utility Contractors Association

NAPA – National Asphalt Pavement Association

CAPA – Colorado Asphalt and Pavement Association

CCA – Colorado Contractor's Association

14 years of construction experience as a Laborer and Project Superintendent specializing in open cut utility service scopes.

**Employment:**

Brannan Construction Company, Project Superintendent  
2016 to Present

ASI Constructors, Inc/High Country Pipeline , Leadman/Superintendent  
August, 2010 to June, 2016

**Project Experience - Highlights**

2019                      **2019 Waterline Replacement - \$2,361,201.43**

Replacement of approximately 14,000 linear feet of PVC waterlines ranging from 8" to 12" in diameter. Work included appurtenances and residential service line connections. Work was included in the public right-of-way with traffic management considerations

**Southgate Water District – Beth Stoddard – 970-946-3712**

2018                      **Sanitary Sewer Main Replacement - \$649,931.74**  
Louisville, CO

Removal and replacement of 3,500 linear feet of 4" and 8" sanitary sewer mains. Work is being completed in the public right-of-way and includes repair and/or replacement of adjacent surfaces disturbed during construction operations. Supervision of bypass pumping subcontractor, service connections, manhole repair/replacement and traffic control work provided as necessary to facilitate construction operations.

**City of Louisville – Cameron Fowlkes – 303-335-4611**

2017                      **Gregory Hill Pipelines - \$2,434,217.69**  
Westminster, CO

Installation of more than 3,000 linear feet of potable waterlines in 24 inch, 12 inch and 8 inch sizes including service connections. Reconnection of laterals, fire hydrants, permitting, site controls, and abandonments were also included in the project scope.

**City of Westminster - Dan Strietelmeier - 303-658-2179**

**Education/Training:**

OSHA 30 Trained  
First Aid/CPR Trained  
Certifications in welding, equipment operation, confined space, hazwopper.

## REQUIRED VENDOR SUBMITTAL FORM

### SUBMITTED BY:

Company Name: **Brannan Construction Company**

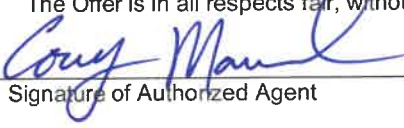
Contact Names: Sales/Customer Service **Corey Marvel, Estimator/Project Manager**

Address: **2500 E Brannan Way, Denver, CO, 80229**

Phone: ( **303** ) **273-9382** Email(s): **CJMarvel@brannan1.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:  | 11/20/20                         | 84-0624115                   |
| Signature of Authorized Agent                                                         | Date                             | FEIN                         |
| <b>Corey Marvel</b>                                                                   | <b>Estimator/Project Manager</b> | <b>CJMarvel@brannan1.com</b> |
| Typed/Printed Name of Agent                                                           | Title of Agent                   | Agent 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: **N/A** % \_\_\_\_ Days, Net: **30** \_\_\_\_ Days, Accept Visa without additional fee? **Yes** \_\_\_\_

**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
- ☐ Cover & Executive Summary.
- ☐ Detail Firm's and employees' Capabilities, Experience, Licensing, and Compliance Status.
- ☐ Details of Qualifications – products & services, implementation timeline and warranties.
- ☐ Completed City 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 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:  
#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: \_\_\_\_\_

\_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/07/2020

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 rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br>Moody Insurance Agency, Inc.<br>8055 East Tufts Avenue<br>Suite 1000<br>Denver CO 80237                                                                       | <b>CONTACT NAME:</b> Leigh Pullen<br><b>PHONE (A/C, No, Ext):</b> (303) 824-6600<br><b>FAX (A/C, No):</b> (303) 370-0118<br><b>E-MAIL ADDRESS:</b> leigh.pullen@moodyins.com                                                                                                                                                                                                                                                                                                                                  |                               |  |        |            |                             |       |            |                                  |       |            |                    |       |            |                                 |       |            |  |  |            |  |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--|--------|------------|-----------------------------|-------|------------|----------------------------------|-------|------------|--------------------|-------|------------|---------------------------------|-------|------------|--|--|------------|--|--|
| <b>INSURED</b><br>Brannan Sand & Gravel Company, LLC; Brannan Construction Company; Ready Mixed Concrete Company, LLC; Brannan Aggregates; 2500 E Brannan Way<br>Denver CO 80229 | <table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Travelers Indemnity Company</td><td>25658</td></tr><tr><td>INSURER B:</td><td>Travelers Prop Cas Co of America</td><td>25674</td></tr><tr><td>INSURER C:</td><td>Pinnacol Assurance</td><td>41190</td></tr><tr><td>INSURER D:</td><td>Allied World National Assurance</td><td>10690</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table> | INSURER(S) AFFORDING COVERAGE |  | NAIC # | INSURER A: | Travelers Indemnity Company | 25658 | INSURER B: | Travelers Prop Cas Co of America | 25674 | INSURER C: | Pinnacol Assurance | 41190 | INSURER D: | Allied World National Assurance | 10690 | INSURER E: |  |  | INSURER F: |  |  |
| INSURER(S) AFFORDING COVERAGE                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | NAIC #                        |  |        |            |                             |       |            |                                  |       |            |                    |       |            |                                 |       |            |  |  |            |  |  |
| INSURER A:                                                                                                                                                                       | Travelers Indemnity Company                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 25658                         |  |        |            |                             |       |            |                                  |       |            |                    |       |            |                                 |       |            |  |  |            |  |  |
| INSURER B:                                                                                                                                                                       | Travelers Prop Cas Co of America                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 25674                         |  |        |            |                             |       |            |                                  |       |            |                    |       |            |                                 |       |            |  |  |            |  |  |
| INSURER C:                                                                                                                                                                       | Pinnacol Assurance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 41190                         |  |        |            |                             |       |            |                                  |       |            |                    |       |            |                                 |       |            |  |  |            |  |  |
| INSURER D:                                                                                                                                                                       | Allied World National Assurance                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 10690                         |  |        |            |                             |       |            |                                  |       |            |                    |       |            |                                 |       |            |  |  |            |  |  |
| INSURER E:                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                               |  |        |            |                             |       |            |                                  |       |            |                    |       |            |                                 |       |            |  |  |            |  |  |
| INSURER F:                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                               |  |        |            |                             |       |            |                                  |       |            |                    |       |            |                                 |       |            |  |  |            |  |  |

**COVERAGES****CERTIFICATE NUMBER:** 20/21 Master**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 INSD                                    | SUBR WVD | POLICY NUMBER         | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|----------|-----------------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER:        |                                              |          | VTC2KCO325D421AIND20  | 01/01/2020              | 01/01/2021              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>OTHER: \$ |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY |                                              |          | VTC2KCAP325D4221IND20 | 01/01/2020              | 01/01/2021              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>OTHER: \$                                                                                |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                                                                               |                                              |          | CUP4P2700492025       | 01/01/2020              | 01/01/2021              | EACH OCCURRENCE \$ 10,000,000<br>AGGREGATE \$ 10,000,000<br>OTHER: \$                                                                                                                                                                                 |
| C        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                | Y/N<br><input checked="" type="checkbox"/> N | N/A      | 3397538               | 01/01/2020              | 01/01/2021              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                             |
| D        | Contractors Pollution                                                                                                                                                                                                                                                                                                 |                                              |          | 03121750              | 01/01/2020              | 01/01/2021              | Each Pollution Incident 5,000,000<br>Aggregate Limit 5,000,000<br>Retention 25,000                                                                                                                                                                    |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

\*\*\*For Info Only

**CANCELLATION**

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

Moody Insurance Agency

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AGENCY CUSTOMER ID: 00000869

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

|                                        |           |                                                     |  |
|----------------------------------------|-----------|-----------------------------------------------------|--|
| AGENCY<br>Moody Insurance Agency, Inc. |           | NAMED INSURED<br>Brannan Sand & Gravel Company, LLC |  |
| POLICY NUMBER                          |           |                                                     |  |
| CARRIER                                | NAIC CODE |                                                     |  |
| EFFECTIVE DATE:                        |           |                                                     |  |

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25      **FORM TITLE:** Certificate of Liability Insurance: Notes

#### CONTRACTUAL LIABILITY APPLIES PER POLICY TERMS AND CONDITIONS

##### Additional Coverages:

Policy #QT660142D6574COF20: Inland Marine- Owned & Leased/Rented Equipment. Policy dates 1/1/20- 1/1/21. Carrier: Charter Oak Fire Ins Co.  
Leased/Rented Limit: \$900,000; Deductible: \$10,000.

Owned Equipment Limit: \$29,844,811. Deductible \$10,000.

Blanket Loss Payable Endorsement CP 12 18 10 12.

Policy #QT6605892N234TIL20: Brannan Construction Company, Installation Floater. Policy Dates 1/1/20- 1/1/21. Carrier: Travelers Property Casualty Co of America. Limits: \$3,000,000 Including In Transit and Temp Storage.

##### General Liability:

CG D2 46 08 05 Additional Insured including Ongoing, Completed Operations and Primary & Non-Contributory when required by written contract or agreement.

CG D3 16 11 11 Blanket waiver of subrogation when required by written contract or agreement.

IL T4 05 03 11 Blanket 30 day notice of cancellation (10 days for non-payment of premium).

CG D2 11 01 04 Designated Projects General Aggregate Limit endorsement.

##### Auto:

CA T3 53 02 15 Blanket Additional Insured and Waiver of Subrogation when required by written contract or agreement. Comp/Collision deductible \$25,000

CA 99 48 10/13 Pollution Liability- Broadened Coverage for Covered Autos- Business Auto and Motor Carrier Coverage Form.

IL T4 05 03 11 Blanket 30 day notice of cancellation (10 days for non-payment of premium).

Umbrella/Excess is on a follow form basis for underlying insurance coverages: General Liability, Auto, Workers Compensation/Employers Liability.

##### Workers Compensation:

Blanket Waiver of Subrogation when required by written contract or agreement.

**\*\*Please note hard copies of endorsements will not be sent via mail. All endorsements will only be sent electronically via email. Please send your email address to [certrequest@moodyins.com](mailto:certrequest@moodyins.com) for forms and future mailings.\*\***





## MUNICIPAL REFERENCES

Jefferson County  
Kristopher Diaz  
100 Jefferson County Parkway  
Golden, CO 80419  
303-271-8515

City & County of Denver  
Denver Wastewater Management  
Dave Shaw  
2000 W. 3<sup>rd</sup> Ave.  
Denver, CO 80223  
303-446-3717

Federal Heights  
Dave Stahurski  
2380 W. 90<sup>th</sup> Ave.  
Federal Heights, CO 80260  
303-428-3526

Southgate Water and Sanitation  
District  
Christina Baca  
3722 E Orchard Road  
Centennial, CO, 80121  
303-779-0261

City of Westminster  
Dan Streitlemeir  
4800 W 92<sup>nd</sup> Avenue  
Westminster, CO, 80031  
303-658-2500



Brannan Construction Company  
Trade References

Core & Main  
1910 West 38<sup>th</sup> Street  
Denver, CO 80216  
Allen Knott  
Phone 303-394-0004

Forterra  
9455 Boston Court  
Henderson, CO, 80640  
John Denight  
Phone 303-867-6712

Oldcastle Precast, Inc.  
8392 Riverview Parkway  
Littleton, CO 80125  
Ryan Rosel  
303-791-1100 Phone

Ferguson Waterworks  
1788 Helena Street  
Aurora, CO, 80011  
Colby Hudson  
Phone 720-859-3060



## BRANNAN CONSTRUCTION COMPANY

### 2021 Labor Rates

| <u>Description</u>     | <u>Unit</u> | <u>Rate</u> | <u>Ot Rate</u> |
|------------------------|-------------|-------------|----------------|
| PROJECT MANAGER        | HR          | \$ 100.00   | \$ 150.00      |
| PROJECT SUPERVISOR     | HR          | \$ 95.00    | \$ 142.50      |
| FOREMAN                | HR          | \$ 69.00    | \$ 103.50      |
| OPERATOR/CREW LEAD MAN | HR          | \$ 65.00    | \$ 97.50       |
| PIPELAYER              | HR          | \$ 52.00    | \$ 78.00       |
| LABORER                | HR          | \$ 48.00    | \$ 72.00       |
| PARTS RUNNER           | HR          | \$ 50.00    | \$ 75.00       |
| MECHANIC-FUEL TRUCK    | HR          | \$ 50.00    | \$ 75.00       |
| TRUCK DRIVER           | HR          | \$ 50.00    | \$ 75.00       |
| LOW-BOY DRIVER         | HR          | \$ 55.00    | \$ 82.50       |

### 2021 Equipment Rates

| <u>Description</u>               | <u>Unit</u> | <u>Rate</u> |
|----------------------------------|-------------|-------------|
| PICKUP TRUCK w/ TOOLS            | HR          | \$ 42.00    |
| UTILITY TRUCKS w/ Welder         | HR          | \$ 60.00    |
| TRENCH BOX                       | HR          | \$ 20.00    |
| BORING MACHINE                   | HR          | \$ 150.00   |
| GUIDED BORE MACHINE / TBM        | HR          | \$ 200.00   |
| GROUT PUMP                       | HR          | \$ 80.00    |
| 125 AIR COMPRESSOR               | HR          | \$ 40.00    |
| GENERATOR                        | HR          | \$ 75.00    |
| SMALL WACKER GENSET              | HR          | \$ 40.00    |
| WELDING MACHINE                  | HR          | \$ 15.00    |
| BACKHOE                          | HR          | \$ 85.00    |
| WHEEL LOADER                     | HR          | \$ 100.00   |
| SKID STEER LOADER                | HR          | \$ 78.00    |
| SKID STEER BROOM ATTACHMENT      | HR          | \$ 40.00    |
| SKID STEER BREAKER ATTACHMENT    | HR          | \$ 40.00    |
| WALK BEHIND PLATE COMPACTOR      | HR          | \$ 35.00    |
| JUMPING JACK COMPACTOR           | HR          | \$ 40.00    |
| KOMATSU PC138 EXCAVATOR - SMALL  | HR          | \$ 135.00   |
| HITACHI EX 300 - MEDIUM          | HR          | \$ 155.00   |
| CAT EXCAVATOR - LARGE            | HR          | \$ 200.00   |
| EXCAVATOR COMPACTOR ATTACHMENT   | HR          | \$ 45.00    |
| TANDEM AXLE DUMP TRUCK           | HR          | \$ 85.00    |
| END DUMP TRAILER                 | HR          | \$ 120.00   |
| WATER TRUCK                      | HR          | \$ 75.00    |
| LOW-BOY TRACTOR TRAILER          | HR          | \$ 145.00   |
| POWER BROOM TRUCK                | HR          | \$ 145.00   |
| 2" PUMP                          | HR          | \$ 20.00    |
| 3" PUMP                          | HR          | \$ 20.00    |
| 4" PUMP                          | HR          | \$ 25.00    |
| Small Power/Pneumatic Hand Tools | HR          | \$ 15.00    |

\*\*\* Equipment Rates do NOT include operator.



## REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM  
8.A.7.

TO: THE HONORABLE CITY COUNCIL

DATE: January 25, 2021

SUBJECT: R21-019 A Resolution Authorizing Change Order No. 2 and Change Order No. 3 to an Agreement By and Between the City of Arvada and Muller Engineering Company, Inc. in the Amount of \$1,231,117.00 for Professional Services Relating to Engineering Design Services for West 72nd Avenue Between Kipling Street and Simms Street, Project No. 18-ST-30

### **Report in Brief**

With the 2018 passage of the bond projects, the City contracted with Muller Engineering as the engineering design consultant on the West 72nd Avenue bond project. Initially, the City intended for this project to be delivered using the Design-Bid-Build (D-B-B) method. In mid-2019, the project delivery method was changed to 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.

Due to the change to CM/GC and to address issues related to the Union Pacific Railroad bridge design standards and the PUC process, Muller Engineering required a change in scope and contract amount in order to complete the design work for this project.

Change request number 1 in the amount of \$36,750.00 was based on the City's request for additional services to prepare the contract and advertisement to change the project from D-B-B to CM/GC and this adjusted the original contract amount from \$2,915,584.00 to \$2,952,334.00. Muller Engineering submitted change request number 2 and number 3 (attached) to adjust the scope and contract amount from \$2,952,334.00 to \$4,183,451.00 for additional engineering services related to the change to CM/GC and the Colorado PUC process preparation and support, the City of Arvada/UPRR Memorandum of Understanding (MOU) preparation and support, and the design work required to address the requirements and stipulations set forth by the Union Pacific regarding their bridge design requirements. In addition, Muller is addressing irrigation springs investigation (Sonheim Springs) on The Lincoln Academy, and private properties that abut West 72nd Avenue. This is an increase of \$1,231,117.00 or 41.70%.

The change in the design contract is necessary to ensure this project is well-designed and executed to ensure a successful project. The bond project has sufficient funding to support this change in the contract amount.

The Arvada team recommends that the City Council approve R21-019, A Resolution Authorizing Change Order No. 2 and Change Order No. 3 to an Agreement By and Between the City of Arvada and Muller Engineering Company, Inc. in the Amount of \$1,231,117.00 for Professional Services Relating to Engineering Design Services for West 72nd Avenue Between Kipling Street and Simms Street, Project No. 18-ST-30.

### **Financial Impact**

The revision of the Muller Design contract will add \$1,231,117 to the project budget. The current project budget includes an allocation of contingency funds that are available to absorb this additional expense.

### **Background**

**SUBJECT:** R21-019 A Resolution Authorizing Change Order No. 2 and Change Order No. 3 to an Agreement By and Between the City of Arvada and Muller Engineering Company, Inc. in the Amount of \$1,231,117.00 for Professional Services Relating to Engineering Design Services for West 72nd Avenue Between Kipling Street and Simms Street, Project No. 18-ST-30

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With the 2018 passage of the bond projects, the City contracted with Muller Engineering as the design consultant on the West 72nd Avenue bond project. Initially, the City intended for this project to be delivered using the Design-Bid-Build (D-B-B) method. In mid-2019, the decision was made to change the delivery method to Construction Manager/General Contractor (CM/GC). 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.

Muller Engineering has depleted the funding of the current contract, and to complete the design phase of this project, it is necessary to increase the contract amount with Muller Engineering. The City engineering team, along with our owners representative, Ulteig Engineering, and all project stakeholders, carefully reviewed the change order to ensure it is accurate and necessary. The review team concludes that based on what is known at this point in the project, this change order will cover the current costs. It is possible that as this project moves toward final design, additional cost may be necessary.

## **Discussion**

As described herein, the Change Orders are necessary to provide additional engineering services related to the change to CM/GC and the Colorado PUC process preparation and support, the City of Arvada/UPRR Memorandum of Understanding (MOU) preparation and support, and the design work required to address the requirements and stipulations set forth by the Union Pacific regarding their bridge design requirements.

In addition, during the course of the project it has become apparent that additional work needed to be added to the design consulting contract. These requests were generated by feedback received during public meetings, bike and pedestrian re-envisioning within the City and additional requests from property owners. Those requests resulted in changes to the design including:

- Redesigning of the project corridor to accommodate off-street bike lanes and pedestrian connectivity. This work modified all of the original design templates across the corridor from the original 30% design.
- Modification of the original design lane widths from 12 feet to 11 feet thru lanes.
- Modification of the original 30% design location of the pond at the First United Church of Arvada. This modification was included in response to feedback from the Church that prompted the design team to shift the pond location to the southern extents of the property, requiring additional survey, floodplain analysis and redesign of the parking lot and pond infrastructure.
- Additional design work on Oak Street due to feedback at the public meeting. This work requires the design of Oak Street to add a left turn lane into the Lincoln Academy School. As part of this work the design team needed to obtain additional survey, increase coordination with the School and the City on design variations, additional traffic counts and analysis, as well as added design reviews.
- Additional coordination with adjacent property owners and other stakeholders in response to the complex nature of the project and the feedback from the public meeting. In response, the design team has worked with the City to develop a public outreach and pre-construction plan.
- Following the 30% design submittals the City team determined that the aging water lines needed to be replaced throughout the project corridor. The original design only replaced the water lines within the underpass area.
- To support the utility relocations along the corridor, the City has requested that the design team survey and stake out the utility lines that are to be relocated along the project.

The City team has carefully reviewed this change order with the project stakeholders and the team agrees that this change order is necessary. Approving this action will allow the continuation of the design and ultimately the construction of the West 72nd Avenue bond project meeting several of the Milestones and Strategic Results within the City Council Strategic Plan. There are sufficient funds in the project to cover the costs of this change order.

**SUBJECT:** R21-019 A Resolution Authorizing Change Order No. 2 and Change Order No. 3 to an Agreement By and Between the City of Arvada and Muller Engineering Company, Inc. in the Amount of \$1,231,117.00 for Professional Services Relating to Engineering Design Services for West 72nd Avenue Between Kipling Street and Simms Street, Project No. 18-ST-30

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### **Public Contact**

Posting of the City Council agenda.

### **Commission Recommendation**

N/A.

### **Strategic Alignment**

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

*Effectively utilize voter approved bond funds for the completion of Ralston Road Phase 2 and the expansion of W. 72nd Avenue.*

### **Alternative Courses of Action**

N/A.

### **Recommendation for Action**

The Arvada team recommends that the City Council approve R21-019, A Resolution Authorizing Change Order No. 2 and Change Order No. 3 to an Agreement By and Between the City of Arvada and Muller Engineering Company, Inc. in the Amount of \$1,231,117.00 for Professional Services Relating to Engineering Design Services for West 72nd Avenue Between Kipling Street and Simms Street, Project No. 18-ST-30.

### **Suggested Motion:**

I move that R21-019, A Resolution Authorizing Change Order No. 2 and Change Order No. 3 to an Agreement By and Between the City of Arvada and Muller Engineering Company, Inc. in the Amount of \$1,231,117.00 for Professional Services Relating to Engineering Design Services for West 72nd Avenue Between Kipling Street and Simms Street, Project No. 18-ST-30, be (approved) (rejected).

Prepared by:

Don Wick, Director of Public Works

Reviewed by:

Bill Cornelius, Civil Engineer III

1/4/2021

Hannah Gregory, Legal Administrative Assistant

1/13/2021

Approved by:

Jacqueline Rhoades, Civil Engineer III

1/4/2021

Don Wick, Director of Public Works

1/5/2021

Bryan Archer, Director of Finance

1/5/2021

**SUBJECT:** R21-019 A Resolution Authorizing Change Order No. 2 and Change Order No. 3 to an Agreement By and Between the City of Arvada and Muller Engineering Company, Inc. in the Amount of \$1,231,117.00 for Professional Services Relating to Engineering Design Services for West 72nd Avenue Between Kipling Street and Simms Street, Project No. 18-ST-30

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Lori Graham, Senior Assistant City Attorney 1/13/2021

Rachel Morris, City Attorney 1/13/2021

Lorie Gillis, Deputy City Manager 1/13/2021

Mark Deven, City Manager 1/14/2021

Enclosure, exhibits & attachments required to support the report



RESOLUTION NO. R21-019

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 2 AND CHANGE ORDER NO. 3  
TO AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND MULLER  
ENGINEERING COMPANY, INC. IN THE AMOUNT OF \$1,231,117.00 FOR  
PROFESSIONAL SERVICES RELATING TO ENGINEERING DESIGN SERVICES  
FOR WEST 72<sup>ND</sup> AVENUE BETWEEN KIPLING STREET AND SIMMS STREET, PROJECT  
NO. 18-ST-30

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, Change Order No. 2 and Change Order No. 3 to an Agreement, which is in substantially the same form as that attached hereto, by and between the City of Arvada and Muller Engineering Company, Inc. in the amount of \$1,231,117.00 for professional services relating to engineering design services for West 72nd Avenue between Kipling Street and Simms Street, Project No. 18-ST-30.

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

APPROVED AND ADOPTED this 25th day of January, 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  
MULLER ENGINEERING COMPANY, INC. FOR  
PROFESSIONAL SERVICES RELATING TO ENGINEERING  
DESIGN SERVICES FOR WEST 72<sup>ND</sup> AVENUE BETWEEN  
KIPLING STREET AND SIMMS STREET IN AN AMOUNT NOT  
TO EXCEED \$2,915,584.00 IN THE FIRST FIVE YEARS**

**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 Muller Engineering Company, Inc. whose principal place of business is located at 777 South Wadsworth Boulevard, Suite 4-100, Lakewood, Colorado 80226 (“Consultant”).

**2. RECITALS AND PURPOSE.**

2.1. Arvada requires a qualified firm to provide design services for the transportation improvement project of West 72<sup>nd</sup> Avenue, from Kipling Street to Simms Street.

2.2. On or about August 23, 2018, Arvada issued a Request For Proposal for Engineering Design Services, RFP 18-ST-30 and RFP 18-ST-40 (“RFP”) seeking Engineering Design Services from qualified firms to provide professional services described in Sec. 2.1 (“the Work”). The RFP recognizes two separate transportation improvement projects within the same solicitation. This Agreement is for RFP 18-ST-30 regarding the West 72<sup>nd</sup> Avenue project only.

2.3. Consultant has extensive experience in Engineering Design Services. On or about September 18, 2018, Consultant submitted its Response to Arvada’s RFP (“Response”).

2.4. Arvada has determined that Consultant 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 Consultant acknowledge and agree that Arvada contemplates using Consultant as a consultant for the Work as described in the Contract Documents. However, Arvada and Consultant 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 Consultant.

**3. CONTRACT DOCUMENTS AND EXHIBITS.** The Contract Documents shall consist of this Agreement together with the following:

Exhibit 1: Arvada’s RFP 18-ST-30;

Exhibit 2: Consultant’s Response; and

Exhibit 3: Revised SOW and Fee Estimate dated October 17, 2018.

All exhibits referred to in this Agreement are attached hereto and are, by reference, incorporated herein for all purposes. 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 Consultant 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.** This project has been identified for funding through 98-101 funds for capital improvements to cover the five year project. By law, 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.** Consultant 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 Consultant.
  - 6.2. The term of the Agreement shall be for five (5) years 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. 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 Consultant, based upon the pricing/fee contained in Contract Documents. Arvada reserves the right to award these ancillary items to Consultant 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 Consultant.
- 7. COMPENSATION.** Arvada shall pay Consultant for the Work requested by Arvada and rendered by Consultant under this Agreement. The total amount for the Work shall not exceed Two Million Nine Hundred Fifteen Thousand Five Hundred Eighty Four Dollars and No Cents (\$2,915,584). Consultant agrees to submit monthly invoices for actual services completed to Arvada, and payment from Arvada will be due NET thirty (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 Consultant 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 Consultant 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 Derek Webb as Arvada's Project Manager. Mr. Webb will be Arvada's responsible staff member to provide direction to Consultant during the course of the Work. Arvada reserves the right to change the Project Manager(s) at its own discretion and will promptly notify Consultant of any such change in writing.

**11. QUALITY OF WORK.** The Work performed by Consultant 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.** Consultant 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.

**13. CHANGES TO GENERAL TERMS AND CONDITIONS, PARAGRAPH 4.B. INDEMNIFICATION OF CITY IN THE RFP.** The original clause from the solicitation will be deleted in its entirety and replaced with the following:

"Architect, Engineer, Surveyor Services for Public Works Construction: Contractor agrees to hold harmless and indemnify Arvada, its officers and employees, from and against damages to persons or property, losses, expenses, penalties which are incurred by an indemnitee 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, but only to the extent caused by the negligent acts or omissions of the Contractor. 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.

- 14. PERFORMANCE MEASURES.** The Performance Measures for this Agreement shall be those proposed by Contractor in its Response/Proposal to Arvada's solicitation and accepted by Arvada, which are included in the Contract Documents that are exhibits to this Agreement.
- 15. 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.
- 16. 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.
- 17. 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.
- 18. 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.
- 19. 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.
- 20. BINDING AUTHORITY.** Consultant represents and affirms that the signature page hereof accurately states the full legal name of Consultant (whether as a corporation, partnership, limited liability company, sole proprietorship, or other), contains all requisite signature(s) on behalf of Consultant, has been properly acknowledged by attestation, notary acknowledgment, or both, and in all other respects is effective to bind Consultant, 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 19<sup>th</sup> day of November, 2018.

**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:

Christopher K. Daly, City Attorney

By: 

**MULLER ENGINEERING COMPANY, INC.**



Gregory J. Smith, President  
777 South Wadsworth Blvd, Suite 4-100  
Lakewood, Colorado 80226

ATTEST/WITNESS:



Derek Johns  
Title: Secretary

**CITY of ARVADA  
Purchasing Department  
8101 Ralston Road  
Arvada, CO 80002**



**REQUEST FOR PROPOSAL**

**Proposal #:** RFP-18-ST-30 AND RFP-18-ST-40

**Title:** Engineering Design Services

**RFP Issued:** 08/23/2018

**Pre-proposal Meeting:** September 6, 2018, Arvada City Hall, 3<sup>rd</sup> Floor CCR @ 10:00 a.m.

**Question Deadline:** 09/06/2018 5:00 p.m. local time  
Questions and responses will be posted on BidnetDirect.com

**Proposals Due By:** **09/18/2018 5:00 p.m. local time**  
Electronic Submissions, when specifically allowed, must be submitted online at BidNetDirect.com or to the Buyer's email below 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 award.

**Projected Start Date:** TBD

**For additional information, contact: Whitney Smith, Procurement Specialist, [wsmith@arvada.org](mailto:wsmith@arvada.org)**  
Direct contact with the requesting department may result in vendor disqualification.

**Documents included in this Request:**

|                                                     |           |
|-----------------------------------------------------|-----------|
| Cover Page                                          | page 1    |
| General Terms and Conditions                        | page 2    |
| Special Terms and Conditions                        | page 4    |
| Insurance Requirements                              | page 6    |
| Administrative instructions and Evaluation Criteria | page 7-8  |
| Scope of Work                                       | page 8    |
| Submittal Forms, submittal checklist                | page 9-10 |
| Attachments/Exhibits                                |           |



**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 Vendor ("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.

## **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.

We hereby request that any member of MAPO 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 \$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 \$ , 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. PERFORMANCE MEASUREMENTS – SERVICES MORE THAN \$15,000**

The City has incorporated Performance Management into its organizational culture. When vendors submit offers to the City 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 City.

At a minimum, vendor performance shall be documented as to (a) completing the agreed upon scope of work, (b) completing within the contracted price, and (c) within the contracted timeline.

**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.

### **3. 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](http://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.

### **4. 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. List of similar projects completed within the last five years including projects with the same team members proposed for this project.
2. Experience of personnel working with and submitting design plans to the Union Pacific Railroad.
3. Detailed scope of work and schedule.
4. Discussion of the consultant's approach and understanding of critical items and deadlines of the project.
5. Commitment from the Consultant that this project will be its team's top priority. Consultant to provide a list of its project workload for the next three years.
6. Performance Measures included in the proposal.

Exceptions to specifications or terms and conditions may result in submission being deemed non-responsive.

**PRESENTATIONS:**

A second phase will 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). The interviews are scheduled for **October 16, 2018**.

**SCOPE OF WORK****ENGINEERING DESIGN SERVICES for:**

**W. 72<sup>ND</sup> AVENUE – KIPLING STREET TO SIMMS STREET  
PROJECT NO. 18-ST-30**

**AND**

**RALSTON ROAD – YUKON STREET TO GARRISON STREET  
PROJECT NO. 18-ST-40**

The City of Arvada is requesting proposals from professional licensed engineering firms for the design of two separate and unique projects: W. 72<sup>nd</sup> Avenue from Kipling Street to Simms Street, Project No. 18-ST-30 and Ralston Road from Yukon Street to Garrison Street, Project No. 18-ST-40.

These projects will not be completed within one year; however, the intent is for the contract period to cover the length of both projects. When responding to this RFP, please indicate if you are responding to both projects or only the 72nd Ave. portion or only the Ralston Rd. portion.

**BACKGROUND**

On August 27, 2018 Arvada City Council will be voting whether to place an issue on the November ballot asking citizens to allow bonding without any increase in taxes, in order to fund two major transportation improvement projects: W. 72<sup>nd</sup> Avenue and Ralston Road. The November ballot question will ask citizens to allow a "debt re-authorization" to fund these two capital improvement projects through the issuance of a municipal bond. These two major transportation projects will require \$79.8 million to complete; \$15.3 million for Ralston Road, and \$64.5 million for W. 72<sup>nd</sup> Avenue. Each project is required to spend 85% of the proceeds within 3 years with all improvements completed in 5 years.

The Citizens Capital Improvement Plan Committee (CCIPC) has twice ranked Ralston Road improvements as the number one transportation priority and twice ranked the W. 72<sup>nd</sup> Avenue improvements as a high priority.



Both of these projects were also recognized in past citizen surveys as having traffic congestion concerns.

Interested Consultants (Proposers) may propose on one or both of these projects.

Award of consultant contracts for these projects are dependent on City Council's approval of the measure to be included on the ballot and voters approving the ballot in November.

General information and scope of services for each project are provided below.

**W. 72<sup>ND</sup> AVENUE – KIPLING STREET TO SIMMS STREET**  
**PROJECT NO. 18-ST-30**

**BACKGROUND**

W. 72nd Ave. is an arterial parkway and a major east-west corridor for Arvada's transportation network, serving 21,000 vehicle trips each day. It provides connectivity to major north-south corridors including three State Highways (SH-95/Sheridan Blvd., SH-121/Wadsworth Blvd., and SH-72/Indiana St). This regional corridor not only serves all of Arvada, it provides access to Westminster and Golden/Jefferson County. On the City's Transportation Plan, W. 72<sup>nd</sup> Avenue is a four-lane arterial from McIntyre Street east to Westminster. One of the major constraints along this corridor is the at-grade intersection of W. 72<sup>nd</sup> Avenue and the Union Pacific Railroad approximately 0.3 miles west of Kipling Street. This project will reconstruct W. 72<sup>nd</sup> Avenue from Kipling Street to Simms Street with a 4-lane arterial roadway with a raised median, 8-ft attached sidewalks and a grade-separated intersection at the crossing with the Union Pacific Railroad.

Through its design consultant, Muller Engineering, the City of Arvada recently completed the preliminary design of W. 72<sup>nd</sup> Avenue from Kipling Street to Quail Street. Attached to this RFP are the preliminary plans and preliminary design memorandum.

**SCOPE OF WORK**

This project will consist of all work required for the final design of W. 72<sup>nd</sup> Avenue from Kipling Street to Simms Street including full construction drawings, project special provisions, bidding documents, and 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. Work shall also include ROW negotiation and acquisition, preparation of ROW plans and legal descriptions, and preparation of environmental documentation and reports.

This project is to be based on the preliminary design work that is included in the attachments. However, please note that the preliminary design was limited to W. 72<sup>nd</sup> Avenue from Kipling Street to Quail Street and the scope of work for this project is from Kipling Street to Simms Street. Therefore, preliminary design will need to be completed between Quail and Simms Street and the ultimate configuration of the W. 72<sup>nd</sup> Avenue and Simms Street intersection is to be based on the Consultant's (Proposer's) traffic study. Furthermore an alternatives analysis will need to be completed by the Consultant to determine the most efficient, cost-effective intersection design at this particular intersection. A roundabout design is to be one of alternatives in this analysis.

The following is a general outline of the tasks, at a minimum, that are to be a part of the scope of work. In the proposal, the Consultant shall provide a detailed scope of work and schedule that can work within the overall schedule where 85% of the bond proceeds for the entire project is spent within 3 years and the project is constructed and completed in 5 years. In order to meet this aggressive schedule, the Consultant will need to evaluate staffing needs and determine design tasks that can be completed concurrently.

Minimum Required Tasks:

- I. Project Kick-off and Coordination Meetings
- II. Data Acquisition and Survey

Note: Topographic survey has been completed for the preliminary design. However additional survey and geotechnical investigation will be necessary that includes W. 72<sup>nd</sup> Avenue between Simms Street and Quail Street and the intersection of Simms Street and W. 72<sup>nd</sup> Avenue. Miscellaneous survey work should be included in the Consultant's scope to cover information that may not have been covered in preliminary design but is necessary for final design.

- II. Preliminary Design (W. 72<sup>nd</sup> Avenue from Quail Street to Simms Street)
- III. Alternatives Analysis of Simms Street and W. 72<sup>nd</sup> Avenue Intersection
- IV. UPRR Bridge and Track Design and Coordination

The preliminary plans and preliminary design memorandum describe the work that has been completed to date with the UPRR bridge and track design. As stated in an e-mail from UPRR dated Jun 24, 2018, copy attached, the UPRR has approved the Concept Design Submittal for the bridge with noted exceptions. Therefore, as also stated in the memorandum, the remaining UPRR reviews will be required at the 30% complete, 60% complete and 100% complete submittals. These submittals will include the bridge structure, track and signals.

The City recognizes that the UPRR design and review component of this project as being the most time consuming and time sensitive due to the UPRR review periods, the PUC application process and the time to execute the construction, maintenance and use agreement between the City and the UPRR. Besides meeting the UPRR design requirements, the Consultant shall also include in its proposal, coordination and monthly progress meetings with the UPRR and assistance with the required PUC application documents.

- IV. ROW Acquisition and ROW Plan Preparation

- A. Appraisal and Right-of-Way Acquisition Services: The Consultant shall engage a professional right-of-way services firm 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, Consultant, appraiser, and affected property owners, performing appraisals or value findings in accordance with the City of Arvada requirements, 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.
- B. 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 City of Arvada, 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.
- C. 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.

- D. The Consultant shall prepare ROW plans and legal descriptions and exhibits. The ROW plan sheets shall include, but not be limited to: Title Sheet, Tabulation of Properties, Survey Control Diagram, and ROW Plan Sheets. Legal descriptions and exhibits shall be prepared for fee simple acquisitions, permanent easements and temporary construction easements. The Consultant shall make revisions to the Right-of-Way plans as needed throughout the appraisal and negotiation process for those changes approved by the City of Arvada.
- E. The proposed ROW line, permanent and temporary easements and existing ROW lines shall be staked.

#### V. Environmental Investigations.

The following environmental studies shall be completed for this project: air quality, noise, waters of the US and wetlands, threatened and endangered species, Arvada MS4 requirements including water quality, and Arvada tree replacement requirements.

#### VI. Final Design – (Kipling Street to Simms Street)

Prepare final construction drawings, bidding documents, project special provisions, and final cost estimate. Note that the Consultant shall obtain or assist the City with obtaining approvals from utility companies (Xcel, Comcast, Centurylink), irrigation ditch companies, and the Union Pacific Railroad. See attached email from the UPRR regarding the UPRR's approval, with noted exceptions of the Concept Design Submittal. The final construction drawings shall, at a minimum, include the following:

- Title Sheet
- General Notes
- Typical Sections
- Summary of Approximate Quantities
- Tabulations
- Removal and Resets Plans
- Roadway Plans
- Roadway Profiles
- Detour Plans
- Detour Profiles
- Shoofly Plan
- Shoofly Profiles
- Railroad Profiles
- Tabulations of Storm Sewers and Utilities
- Drainage and Utilities Plans
- Drainage and Utility Profiles
- Irrigation Ditch Plan and Profiles
- Stormwater Management Plan
- Grading Plans
- Suggested Construction Phasing
- Structure (Bridge) Plans
- Structure (Retaining Wall) Plans
- Structure (Sound Wall) Plans, *if applicable*
- Summary of Traffic Items, Tabulation of signs
- Pavement Marking Tabulation

- Existing Striping
- Final Signing and Striping
- Construction Phasing Signing
- Right-of-Way Plans
- Roadway Cross Sections
- Detour Cross Sections
- Shoofly Cross Sections
- Hardscape Plans
- Landscape Plans
- Irrigation Plans
- Lighting Plans

Consultant will be responsible for determining any additional submittal documentation necessary and provide that as part of their proposal. This can include any value engineering options for both time and budget.

### **SCHEDULE OF EVENTS**

#### **W. 72ND AVENUE – KIPLING STREET TO SIMMS STREET PROJECT NO. 18-ST-30**

|                            |                                                                             |
|----------------------------|-----------------------------------------------------------------------------|
| August 23, 2018            | Advertise for Request for Proposals                                         |
| September 6, 2018          | Pre-proposal meeting @ City Hall, CRR on 3 <sup>rd</sup> Floor @ 10:00 a.m. |
| September 6, 2018          | 5:00 pm Question Deadline for consultant questions                          |
| September 11, 2018<br>RMBN | 5:00 pm City provides responses to questions via Addendum on RMBN           |
| September 18, 2018         | 12:00 p.m. deadline for submitting proposals to RMBN                        |
| October 2, 2018            | Shortlist of selected consultants for interviews                            |
| October 16, 2018           | Interviews with shortlisted consultants                                     |
| October 17, 2018           | Notification of selected consultant                                         |
| November 19, 2018          | City Council Award of Consultant Contract                                   |
| November 26, 2018          | Issue Notice to Proceed                                                     |

**RALSTON ROAD – YUKON ST TO GARRISON ST**  
**PROJECT NO. 18-ST-40**

**BACKGROUND**

Ralston Road is an arterial roadway and a major east-west corridor for Arvada's transportation network, serving 23,000 vehicle trips each day. It provides connectivity to major north-south corridors including three State Highways (SH-95/Sheridan Blvd., SH-121/Wadsworth Blvd., and SH-72/Ward Road). The Citizens Capital Improvement Plan Committee has ranked Ralston Road as the number one transportation priority because of the corridor's narrow two-way left turn lane and travel lanes (9 feet wide in some locations), higher rate of side-swipe and intersection crashes compared to similar arterials, and the narrow width of sidewalks for pedestrians and bicyclists.

The City is currently completing the final design and acquiring right-of-way for the Ralston Road Reconstruction project between Upham Street and Yukon Street. Construction is scheduled to begin by summer of 2019. Additionally the portion of Ralston Road between Garrison Street and Independence Street has been completed with the development of the Ralston Creek urban renewal area. This RFP is for design services for the reconstruction of the remaining portion of Ralston Road between Yukon Street and Garrison Street to a 4-lane arterial roadway with a center median or two-way left turn lane and 8-ft detached or 10-ft attached sidewalks.

Through its design consultant, Felsburg, Holt and Ullevig, the City of Arvada completed the conceptual design of Ralston Road from Yukon Street to Garrison Street. Attached to this RFP are the conceptual plans and conceptual design memorandum.

**SCOPE OF WORK**

This project will consist of all work required for the preliminary and final design of Ralston Road from Yukon Street to Garrison Street including full construction drawings, project special provisions, bidding documents, and 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. Work shall also include right-of-way (ROW) negotiation and acquisition, preparation of ROW plans and legal descriptions, and preparation of environmental documentation and reports.

This project is to be based on the conceptual design work that is included in the attachments. However, according to the conceptual design memorandum it was recommended that a 30% complete and 60% complete plans be prepared. Due to the aggressive schedule to get this project completed such that 85% of the bond proceeds are spent within 3 years and the project is constructed in 5 years, the design shall be done in two phases, preliminary 30% complete plans and final construction plans.

The following is a general outline of the tasks, at a minimum, that are to be a part of the scope of work. In the proposal, the Consultant shall provide a detailed scope of work and schedule that can work within the overall structure discussed above.

**Minimum Required Tasks:**

- I. Project Kick-off and Coordination Meetings
- II. Data Acquisition and Survey

Note: Topographic survey has been completed for the conceptual design. However a right-of-way

survey was not completed and therefore should be included in the work along with miscellaneous survey(s) to cover information that may not have been covered in preliminary design and is necessary for final design. Geotechnical investigation will also be necessary and potholing of utilities in locations where there could be potential conflicts with proposed improvements.

## II. Preliminary Design (minimum 30% complete)

Note: Preliminary design should include storm drainage analysis, utility and environmental investigations. The environmental investigations are to include: air quality, noise, historic review, waters of the US and wetlands, threatened and endangered species, Arvada MS4 requirements including water quality, and Arvada tree replacement requirements. Enough information shall be provided in the preliminary design such that right-of-way (fee simple, permanent and temporary easements) limits can be determined.

The preliminary design set shall include, but not be limited to the following drawings:

- Title Sheet
- General Notes
- Typical Sections
- Roadway Plan and Profile
- Grading, Drainage and Utility Plans
- Landscape Plans
- Construction Phasing Plan
- Ownership Map
- Cross Sections

## III. ROW Acquisition and ROW Plan Preparation

- A. Appraisal and Right-of-Way Acquisition Services: The Consultant shall engage a professional right-of-way services firm 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, Consultant, appraiser, and affected property owners, performing appraisals or value findings in accordance with the City of Arvada requirements, 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.
- B. 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 City of Arvada, 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.
- C. 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.
- D. The Consultant shall prepare ROW plans and legal descriptions and exhibits. The ROW plan sheets shall include, but not be limited to: Title Sheet, Tabulation of Properties, Survey Control



Diagram, and ROW Plan Sheets. Legal descriptions and exhibits shall be prepared for fee simple acquisitions, permanent easements and temporary construction easements. The Consultant shall make revisions to the Right-of-Way plans as needed throughout the appraisal and negotiation process for those changes approved by the City of Arvada.

- E. The proposed ROW line, permanent and temporary easements and existing ROW lines shall be staked.

#### IV. Final Design

Prepare final construction drawings, bidding documents, project special provisions and final cost estimate. Note that the City is in the process of determining streetscape improvement recommendations for the Ralston Road corridor. The final recommendations are to be incorporated in the final design. The final construction drawings shall, at a minimum, include the following:

- Title Sheet
- General Notes
- Typical Sections
- Summary of Approximate Quantities
- Tabulations
- Removal and Resets Plans
- Roadway Plans
- Roadway Profiles
- Tabulations of Storm Sewers and Utilities
- Drainage and Utilities Plans
- Drainage and Utility Profiles
- Stormwater Management Plan
- Grading Plans
- Suggested Construction Phasing
- Summary of Traffic Items, Tabulation of signs
- Pavement Marking Tabulation
- Existing Striping
- Final Signing and Striping
- Construction Phasing Signing
- Right-of-Way Plans
- Roadway Cross Sections
- Hardscape Plans
- Landscape Plans
- Irrigation Plans
- Lighting Plans

Consultant will be responsible for determining any additional submittal documentation necessary and provide that as part of their proposal. This can include any value engineering options for both time and money.



**SCHEDULE OF EVENTS****RALSTON ROAD – YUKON STREET TO GARRISON STREET  
PROJECT NO. 18-ST-40**

|                            |                                                                             |
|----------------------------|-----------------------------------------------------------------------------|
| August 23, 2018            | Advertise for Request for Proposals                                         |
| September 6, 2018          | Pre-proposal meeting @ City Hall, CCR on 3 <sup>rd</sup> Floor @ 10:00 a.m. |
| September 6, 2018          | 5:00 pm Question Deadline for consultant questions                          |
| September 10, 2018<br>RMBN | 5:00 pm City provides responses to questions via Addendum on RMBN           |
| September 18, 2018         | 12:00 p.m. deadline for submitting proposals to RMBN                        |
| October 2, 2018            | Shortlist of selected consultants for interviews                            |
| October 25, 2018           | Interviews with shortlisted consultants                                     |
| October 26, 2018           | Notification of selected consultant                                         |
| December 3, 2018           | City Council Award of Consultant Contract                                   |
| December 10, 2018          | Issue Notice to Proceed                                                     |

**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 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.
- Pricing – All fee and costs associated with the proposal.
- Performance Measures per Special Conditions when applicable.
- 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: \_\_\_\_\_

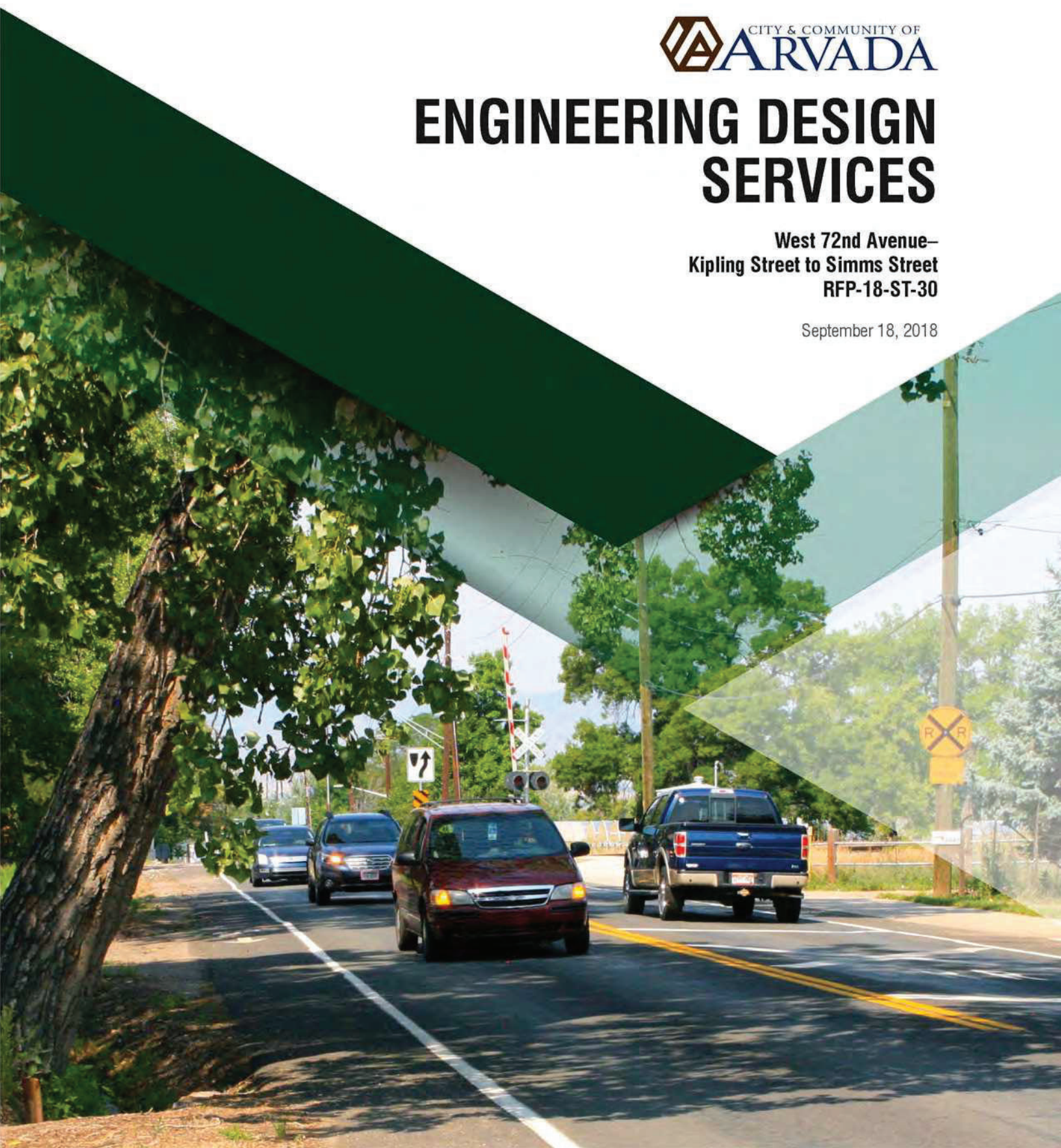
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# ENGINEERING DESIGN SERVICES

West 72nd Avenue—  
Kipling Street to Simms Street  
RFP-18-ST-30

September 18, 2018





# EXECUTIVE SUMMARY FIRMS' CAPABILITIES & COMPLIANCE STATUS





**EXECUTIVE SUMMARY, FIRMS CAPABILITIES, COMPLIANCE STATUS****EXECUTIVE SUMMARY**

Muller Engineering Company, Inc. (Muller), established in 1980, is an employee-owned firm providing expertise in the planning, design, and construction of projects for transportation facilities, traffic engineering, trails, stormwater and floodplain management, hydrology and hydraulics, water and wastewater utilities, and structures and bridges, primarily in the public sector. Additional services at Muller include construction management, program management, and environmental planning.

As a mid-sized firm with a single office in Lakewood, Muller offers a local presence comparable in size to large national firms, but with an exclusively Colorado focus. Muller's staff of 110 employees includes 78 engineers (52 professional engineers, five who are Professional Traffic Operation Engineers). Muller's professional staff is supported by multiple technicians, computer specialists, CAD operators, and administrative staff.

Muller has long-standing relationships with many Colorado municipalities, counties, and state agencies over our 38-year history. In 2017, 88% of Muller's work was for public sector clients and 94% was for repeat clients, reflecting our ability to consistently complete public works projects in a context sensitive manner and to meet or exceed client expectations. Muller employs a team approach to firm and project management allowing key principals and personnel to provide both company leadership and hands-on project involvement.

One significant step toward project success is minimizing project staff turnover. Muller's management is committed to this goal. Even with an increase in staff over the last five years, the average length of employment (for all employees) at Muller is more than six years. Our low turnover rate is unique to the consulting industry.

**TRANSPORTATION ENGINEERING EXPERIENCE**

Over the last ten years, Muller engineers completed significant work on transportation projects, including roadways and multimodal transportation elements. This experience is summarized in the table below:

|                              |                    |                      |     |
|------------------------------|--------------------|----------------------|-----|
| Urban Arterial Roadways      | 74 miles           | Intersections        | 349 |
| Rural Roadways               | 174 miles          | Traffic Signals      | 149 |
| Interstate Highways          | 29 miles           | Modern Roundabouts   | 10  |
| Trails                       | 43 miles           | Railroad Crossings   | 12  |
| Bike Lanes                   | 27 miles           | Railroad Underpasses | 1   |
| Corridor/Feasibility Studies | 15 miles           | Pedestrian Bridges*  | 38  |
| Parking Lots                 | 20 (>9,500 spaces) | Roadway Bridges      | 40  |

\*One pedestrian overpass above railroad

**ARVADA EXPERIENCE**

Muller's relationship with the City of Arvada dates to 1998 when we worked with the City to develop improvements on 56th Avenue at Gold Strike Park. On the transportation side, Muller provided engineering services to Arvada for the following projects:

- Kipling Street Reconstruction, West 72nd Avenue to 80th Avenue
- West 58th Avenue and Kipling Street Intersection Improvements
- West 72nd Avenue and Indiana Street Intersection Improvements
- West 72nd Avenue Improvements Preliminary Design Quail Street to Kipling Street with UP Underpass

West 72nd Avenue and Indiana Street Intersection Improvements are currently under construction, and we completed the West 72nd Avenue Improvements Preliminary Design Quail Street to Kipling Street with UP Underpass in December 2017.



## RAILROAD EXPERIENCE

Muller Engineering Company brings years of experience working with railroads on roadway improvement projects in communities across the state. Muller is currently working on a City and County of Broomfield pedestrian overpass across the Burlington Northern Santa Fe Railway (BNSF) connecting Midway Boulevard and Industrial Lane at Hoyt Street. This project is being designed under the guidance of *Union Pacific Railroad – BNSF Railway Guidelines for Railroad Grade Separation Projects*. Over the last five years, we worked with the BNSF on four projects in Broomfield, two in Longmont, and two for CDOT.

Muller served as prime consultant to CDOT for a project on SH 7 (Arapahoe Road) in Boulder County that included an underpass carrying SH 7 below the BNSF. We completed this roadway underpass project according to the *Union Pacific Railroad – BNSF Railway Guidelines for Railroad Grade Separation Projects*.



SH 7 Arapahoe Road Underpass Under BNSF Railway

Muller completed the design for roadway improvements along the US 85 corridor north of Denver and three intersection projects: US 85 at WCR 42, US 85 at SH 392, and SH 85 at SH 14, for CDOT. These projects all required coordination with the Union Pacific Railroad (UP) for obtaining access to the railroad right-of-way, making roadway improvements in the right-of-way, and to coordinate railroad pre-emption for the traffic signal installations.

## SUBCONSULTANT FIRMS' CAPABILITIES

### HDR, Inc.



Muller's major teaming partner, HDR, will provide services for the design of the UP railroad bridge and associated retaining walls, track design, environmental services, public involvement, and landscape architecture. For more than a century, HDR has partnered with clients to shape communities and push the boundaries of what's possible. Their expertise spans nearly 10,000 employees, in more than 200 locations around the world — and counting. HDR's engineering, architecture, environmental, and construction services bring an impressive breadth of knowledge to every project.

HDR's first branch office was opened in Colorado in 1957. Today, their Colorado operations include more than 480 employees. Their approach is to be an expertise-driven national firm, delivering tailored solutions through a strong local presence. As part of the Muller team, HDR will be responsive to the City of Arvada through effective communication and quality service. Consistently ranked among the nation's Top 10 Architecture/Engineering/Construction consulting firms, their professionals combine innovation with practical solutions. HDR has deep resources to meet deadlines and manage concurrent efforts. Many of their rail professionals nationwide are former Class I, regional and short line railroad employees with hands-on knowledge of standards, engineering requirements, and day-to-day operations.

HDR's freight rail team focuses on comprehensive solutions. Implementing projects quickly and without impact to safe, reliable operations is how they define excellence. Their experience and service capabilities cover the full range of project types, including track design and civil engineering, bridges and structures, intermodal and automotive terminals, transload and bulk-transfer terminals, buildings and classification yards. HDR trains staff to understand the challenges of rail operations so they can develop solutions focused on improving UP's overall business. HDR's track record of success is proof that they have built a strong reputation as an industry leader.

HDR and Muller have successfully teamed together for more than a decade. Most recently in Arvada, HDR teamed with Muller to support the City in successfully delivering the previous stages of the West 72nd Avenue and Indiana Street Intersection Improvements and the West 72nd Avenue Improvements Preliminary Design Quail Street to Kipling Street with UP Underpass. Through this collaborative work between Muller, HDR, and the City of Arvada, a solid foundation was established for the West 72nd Avenue Kipling Street to Simms Street project. HDR is excited for the opportunity to continue to leverage the knowledge and relationships gained during the preliminary design phase to efficiently support the City's goal to move the project forward through final design and construction.

One of the very unique strengths offered to Arvada from HDR is their relationship with the UP and experience designing railroad structures, railroad track/alignments, and understanding the process to obtain railroad and Public Utilities Commission (PUC) concurrence to construct UP facilities. HDR designs more than 150 bridges for the UP annually; experience that is unique to our Muller/HDR team. HDR is a Strategic Supplier within the UP Critical Supplier program and bring extensive experience supporting hundreds of structural projects throughout the UP network.





HDR's structural design professionals have the expertise and knowledge of UP preferences, standards, and expectations to help successfully plan, design, and execute this project. They regularly interface with UP's structural engineering group and understand the dynamic needs of railroad structural projects. Their portfolio of work spans the entire UP network and includes numerous grade-separated structures and projects with structural complexities. HDR's experience working with UP is complemented by a solid understanding of the unique requirements of working in and along the 72nd Avenue corridor.



#### CLANTON & ASSOCIATES, INC.



Clanton & Associates, Inc. (Clanton) is an award-winning design firm that specializes in sustainable lighting design. The firm has been committed to environmentally sensitive design for more than 32 years. Clanton employs 17 full time people including three registered engineers and three senior designers. Four design staff members are LEED Accredited Professionals. Founded in 1981, Clanton has participated in more than 3000 design projects of all types and sizes. The firm's diverse portfolio

of work includes interior and exterior lighting design projects and the development of local and national lighting standards. The firm has successfully designed multiple pedestrian underpasses, some including public art. Clanton & Associates' designs thoughtfully balance visual performance, aesthetic character, and environmental impact. Their process is a collaboration with the client and team to develop designs that best fit the client's goals. Clanton's experience with the City of Arvada includes the Olde Town Arvada Lighting Evaluation, the Kipling Parkway Underpass, and with Muller on West 72nd Avenue and Indiana Street Intersection Improvements, and West 72nd Avenue Improvements Preliminary Design Quail Street to Kipling Street with UP Underpass.

#### GOODBEE & ASSOCIATES, INC.



Goodbee & Associates (Goodbee) will provide utility locating coordination and SUE engineering. Goodbee and PKM Design Group have recently merged, combining their 20+ years of business focused on transportation projects. The collective group is now operating under the name of Goodbee & Associates, Inc. (DBE, WBE, and SBE). Goodbee is a technical consulting firm providing civil engineering, landscape architecture, and environmental compliance. Goodbee specializes in wet

and dry utility design; utility coordination consistent with ASCE 38; landscape design; streetscape, park, and trail design; bridge and wall aesthetics; public involvement; visual impact analysis; hazardous materials assessment; and other NEPA compliance services. In addition, they offer wet and dry utility design and utility coordination consistent with ASCE 38. Goodbee's staff of 16 engineers, landscape architects, and technicians has served local agencies throughout Colorado on all project phases from planning through design and construction.

#### H.C. PECK & ASSOCIATES, INC.



H.C. Peck & Associates, Inc. (Peck) is a full-service national right-of-way company founded in 1988 to provide professional land services to both private industry and government agencies. A woman owned and operated company employing approximately 15 right-of-way specialists (all local), Peck is certified as an M/WBE by the City and County of Denver and as a DBE by the State of Colorado. Specific services provided include: project management, route and site selection, title research, analysis and title insurance,

feasibility studies, relocation assistance, real estate cost estimating for environmental studies, right-of-way procedure manuals, and litigation support. Peck has been involved in a number of City of Arvada projects going back to the 1990s, and they are currently working on the Ralston Road - Upham Street to Yukon Street project, which is anticipated to be completed at the end of 2018. Peck's has teamed with Muller on more than two dozen project, and their experience with the City of Arvada also includes work with Muller on West 72nd Avenue and Indiana Street Intersection Improvements and West 72nd Avenue Improvements Preliminary Design Quail Street to Kipling Street with UPRR Underpass.

#### HARRIS KOCHER SMITH



Harris Kocher Smith (HKS) provides comprehensive surveying and design services in land surveying, construction staking, right-of-way, civil/municipal engineering, transportation/traffic engineering, water resource engineering, utility engineering, site design, and construction management for a diverse group of public and private clients. The survey department offers a full spectrum of survey and right-of-way

services for both design and construction including: preliminary design surveys, topographic and utility surveys, horizontal and vertical control surveys, aerial surveys, ALTA/NSPS Land Title surveys, boundary surveys, construction staking, right-of-way plans, easement documents, annexation maps, and Geographic Information Systems (GIS). The Colorado survey team is made up of 21 surveyors which includes a total of five Professional Land Surveyors (PLS) licensed in the State of Colorado, working both in the field and the office. HKS has provided surveying services as a subconsultant to Muller Engineering Company for more than 50 projects throughout the Front Range including work with Muller on West 72nd Avenue and Indiana Street Intersection Improvements and West 72nd Avenue Improvements Preliminary Design Quail Street to Kipling Street with UPRR Underpass for The City of Arvada.



**SHANNON & WILSON, Inc.**

Shannon & Wilson is a nationally recognized leader in geotechnical engineering and pavement design. For more than 60 years, they have been providing integrated services to private and public clients resolving project issues and challenges. With 13 offices nationwide and a staff of more than 300, including approximately 30 personnel based out of their Denver office, they have the capability to support geotechnical and pavement projects in a variety of markets. They combine local experience with the specialized expertise and resources of nationally recognized engineering services to respond to projects with short time frames, diverse needs, and concurrent deliverable schedules. Many of the services they provide support transportation projects – highways and roadways, bridges, tunnels, and rail transit projects. The Denver office of Shannon & Wilson has been working with CDOT, RTD, railroads, and municipalities in Colorado for the last 18 years. Their services include recommendations for subgrade preparation, earthwork, ground improvement, and wall and bridge foundations; pavement design; and recommendations for geologic hazard mitigation. In addition to projects on the Front Range, Shannon & Wilson has provided services throughout the western U.S. on numerous transportation-related projects for the UP, BNSF, the FHWA Western and Central Federal Lands Divisions, and state departments of transportation. The Denver office of Shannon & Wilson has worked with Muller on several projects including the West 72nd Avenue and Indiana Street Intersection Improvements and West 72nd Avenue Improvements Preliminary Design Quail Street to Kipling Street with UPRR Underpass. Shannon & Wilson has worked with HDR on approximately 30 projects in the greater Denver area.

**COMPLIANCE STATUS**

Muller Engineering Company's Certificate of Good Standing from the Office of the Secretary of State of the State of Colorado is attached, which allows us to perform work in Arvada, Colorado, and the United States. Individual professional licenses, including Professional Engineers, are detailed on project personnel resumes located in *Section 2 – Personnel Experience and Licensing*.

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

MULLER ENGINEERING COMPANY, INC.

is a

Corporation

formed or registered on 03/19/1980 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871395586.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 09/12/2018 that have been posted, and by documents delivered to this office electronically through 09/13/2018 @ 11:48:14.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 09/13/2018 @ 11:48:14 in accordance with applicable law. This certificate is assigned Confirmation Number 11114782.



A handwritten signature in blue ink, reading 'Wayne W. Williams', is written over a horizontal line.

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*



# PROJECT EXPERIENCE







# WEST 72ND AVENUE IMPROVEMENTS PRELIMINARY DESIGN - QUAIL STREET TO KIPLING STREET WITH UP UNDERPASS City of Arvada



## CLIENT CONTACT

Matt Knight, PE  
City of Arvada  
720-898-7660

## CONTRACT VALUE

\$39,000,000 (FIR Estimate)

## PROJECT DATE

2016-2017

## PROJECT MANAGER

Robert Fearn, PE

## PROJECT ENGINEER

Geoff Mestas, PE

## LEAD DRAINAGE ENGINEER

Michelle Morgan, PE

## LEAD TRAFFIC ENGINEER

John Hausman, PE, PTOE

## DESIGN ENGINEER

Daniel Hellrung, EI

## TEAM MEMBERS

*Muller has replicated this successful team for the West 72nd Avenue - Kipling Street to Simms Street project.*

Clanton & Associates  
Harris Kocher Smith  
HDR, Inc.  
Shannon & Wilson



*Existing Railroad Crossing*

West 72nd Avenue is a major east-west arterial in the City of Arvada carrying more than 15,000 vehicles per day at the Union Pacific Railroad (UP) at-grade railroad crossing. Over the last decade, the City of Arvada widened the majority of West 72nd Avenue to a median-separated four-lane roadway. The City's Transportation Plan calls for a four lane roadway from McIntyre east to Westminster. One of the primary constraints to the completion of this roadway is the at-grade crossing at the UP, approximately 0.3 mile west of Kipling Street.

The purpose of this project was to develop a preliminary design for an underpass carrying 72nd Avenue below the UP track using a four-lane roadway template. This design complies with the City of Arvada Engineering Code of Standards and Specifications and remains consistent with the existing roadway template to the east of Kipling Street.

The project limits are from Quail Street to Kipling Street, a distance of about 0.8 miles. Muller designed full-width improvements between Oak Street and Kipling Street. On the west end of the project, plans include a width transition between Quail Street and Oak Street. On the east end, plans show a transition to match the full 72nd Avenue section at Kipling Street. Other project work included the design of street and intersection modifications to accommodate the new roadway template and profile of West 72nd Avenue. The UP portion of the project included preliminary design of a new bridge over depressed 72nd Avenue and a temporary railroad shoofly within the existing railroad right-of-way to be utilized by trains during bridge construction.



## DEMONSTRATED EXPERIENCE RELEVANT TO 72ND AVENUE

|                                   |                             |
|-----------------------------------|-----------------------------|
| ■ Urban Arterial Roadway          | ■ Utility Coordination      |
| ■ Railroad Coordination           | ■ Irrigation Facilities     |
| ■ Railroad Crossing               | ■ Intersection Study/Design |
| ■ Railroad Underpass              | ■ Traffic Signals           |
| ■ Hydrology, Hydraulics, Drainage | ■ Bicycle Lanes             |





## WEST 72ND AVENUE AND INDIANA STREET INTERSECTION IMPROVEMENTS

City of Arvada



*Existing Intersection*

### CLIENT CONTACT

Matt Knight, PE  
City of Arvada  
720-898-7645

### PROJECT DATE

2013-2018

### CONSTRUCTION VALUE

\$7,500,000

### PROJECT MANAGER

Robert Fearn, PE

### PROJECT ENGINEER

Christopher Sheehan, PE

### DRAINAGE PROJECT ENGINEER

Melanie Chenard, PE

### TRAFFIC ENGINEER

John Hausman, PE, PTOE

### TEAM MEMBERS

*Muller has replicated this successful team for the West 72nd Avenue - Kipling Street to Simms Street project.*

Clanton & Associates  
Harris Kocher Smith  
HDR, Inc.  
HC Peck & Associates  
Shannon & Wilson



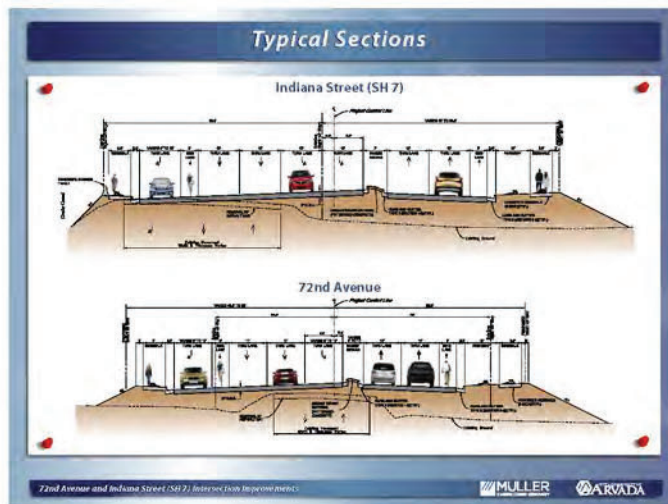
*Intersection Improvements Under Construction - August 2018*

West 72nd Avenue is a major east-west arterial in the City of Arvada carrying more than 7,000 vehicles per day near Indiana Street. Over the last decade, Arvada widened most of West 72nd Avenue to a median-separated, four-lane roadway in accordance with the City's Transportation Plan. A primary constraint to the completion of this roadway corridor is the intersection of 72nd Avenue and Indiana Street. Muller Engineering Company developed preliminary and final plans, National Environmental Policy Act (NEPA) documentation, and construction plans, specifications, and estimates for improving the intersection to a four-lane roadway template on all approaches. The intersection design includes bike lanes, pedestrian facilities, traffic signalization, widening to four through lanes, double left turn lanes, and exclusive right turn lanes on all four approaches. The total length of roadway improvements is about 5,800 feet or 1.1 mile.

Drainage improvements include the installation of approximate 3,020 linear feet of new storm sewers. The Croke Canal runs parallel to Indiana Street along the west side through the project area, and the project design approach minimizes impacts to the canal. The project includes a widened structure carrying 72nd Avenue over the Croke Canal on the western approach to the intersection.

With Indiana Street being a state Highway (SH 72), Muller assisted the City in obtaining permits for construction within CDOT right-of-way, including CDOT required environmental clearances.

The project is currently under construction. Muller is also providing construction support services for review of submittals, input on RFI's, and to resolve issues that may arise during construction.



### DEMONSTRATED EXPERIENCE RELEVANT TO 72ND AVENUE

|                                   |                             |
|-----------------------------------|-----------------------------|
| ■ Urban Arterial Roadway          | ■ Utility Coordination      |
| □ Railroad Coordination           | ■ Irrigation Facilities     |
| □ Railroad Crossing               | ■ Intersection Study/Design |
| □ Railroad Underpass              | ■ Traffic Signals           |
| ■ Hydrology, Hydraulics, Drainage | ■ Bicycle Lanes             |





## SH 7 CHERRYVALE ROAD TO 75TH STREET

CDOT Region 4



### CLIENT CONTACT

Dan Marcucci, PE  
CDOT Region 4  
303-546-5658

### DATES

2011-2014

### PROJECT MANAGER

Gray Clark, PE

### PROJECT ENGINEER

Nancy Lambertson, PE, PTOE

### TRAFFIC ENGINEER

Karl Buchholz, PE, PTOE

### DRAINAGE/HYDRAULICS ENGINEER

Tracy Bolger, PE



*The Muller team provided consistent staffing in key positions throughout the feasibility study, early action construction package design, environmental assessment, preliminary and final design phase, and construction support phase over the 13-year project duration.*



The scope of this project was to prepare design documents, plans, and specifications to reconstruct 2.5 miles of SH 7 (Arapahoe Road) from Cherryvale Road to 75th Street, a corridor where commuter traffic to Boulder from eastern Boulder County increased significantly. The project included developing a corridor program that included a corridor feasibility study, early breakout intersection construction package, environmental assessment (EA), and preliminary and final design packages for the remaining portion of the corridor. For the final design phase, Muller supported CDOT Region 4 staff on a blended team with the Boulder residency completing final design, and the Muller team completing final drainage, utility, and bridge plans for a new underpass at the Burlington Northern Santa Fe Railway (BNSF). The Muller team also provided design support to CDOT during the project construction.

Muller conducted a public involvement program, including public open houses, presentations to the Boulder County Commissioners, Boulder City Council, and Boulder County Historic Preservation Board, in addition to coordination with City of Boulder and Boulder County staff, and meetings with landowners.

Program management tasks included extensive coordination with City and County staff to develop a context sensitive design consistent with the rural character of the corridor. Other stakeholders included agencies listed in the description above. Additional coordination efforts incorporated approvals from Burlington Northern Santa Fe Railway and Public Utilities Commission for a new railroad bridge over SH 7.

Multimodal elements of the project involved coordination with the Regional Transportation District (RTD) to accommodate the FasTracks Northwest Rail Corridor and for bus and queue jump lanes on the SH 7 corridor for the RTD JUMP Bus Route.

Muller's budget control for the project resulted in fees amounting to 11% of total construction cost for feasibility study, breakout intersection design, environmental assessment, preliminary/final design of final package and construction support services.

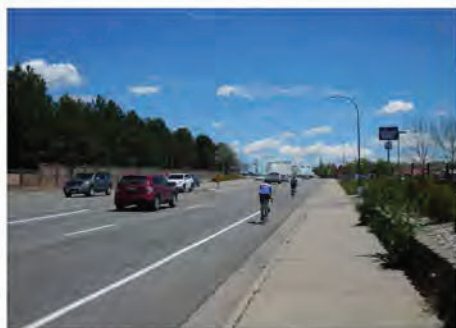
### DEMONSTRATED EXPERIENCE RELEVANT TO 72ND AVENUE

|                                   |                             |
|-----------------------------------|-----------------------------|
| ■ Urban Arterial Roadway          | ■ Utility Coordination      |
| ■ Railroad Coordination           | ■ Irrigation Facilities     |
| ■ Railroad Crossing               | ■ Intersection Study/Design |
| ■ Railroad Underpass              | ■ Traffic Signals           |
| ■ Hydrology, Hydraulics, Drainage | ■ Bicycle Lanes             |





**WEST QUINCY AVENUE, SOUTH KIJLING PARKWAY TO  
SOUTH WADSWORTH BOULEVARD**  
Jefferson County, Colorado



#### CLIENT CONTACT

Brad Bauer, PE  
Jefferson County  
303-271-8465

#### CONSTRUCTION VALUE

\$4,800,000

#### PROJECT DATES

2012 - 2015

#### PROJECT PRINCIPAL

Gray Clark, PE

#### PROJECT MANAGER

Steve Gabriszeski, PE

#### DRAINAGE ENGINEER

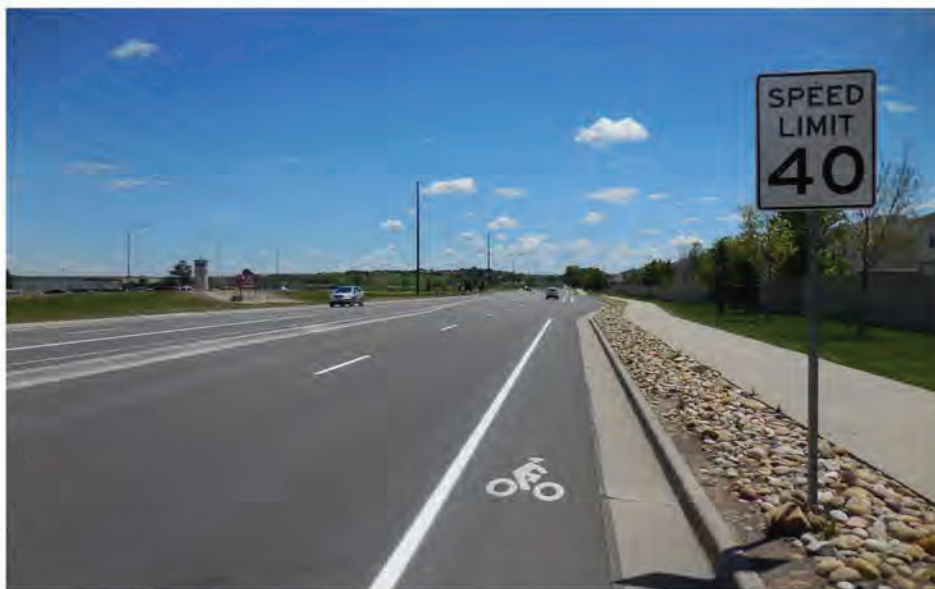
Audrey Rogers, PE

#### TRAFFIC ENGINEER

Nancy Lambertson, PE, PTOE

#### TEAM MEMBERS

Harris Kocher Smith



Muller Engineering Company prepared plans and specifications for this roadway widening project that converted West Quincy Avenue from a two-lane rural section to a four-lane minor arterial roadway. The project provides additional through lanes, bike lanes, and auxiliary lanes to improve the operation and safety of the roadway corridor.

Muller assisted Jefferson County in developing utility agreements for the relocation of 10 major Xcel electric transmission line towers along with acquisition of right-of-way for the new towers on federal prison land along the north side of West Quincy Avenue. The process included setting aside right-of-way for the new transmission line as well as for the widened roadway. To get a license to use federal lands, Muller completed a required Environmental Assessment to evaluate the environmental impacts. Muller also coordinated and designed the relocation of the Fort Logan Ditch (Fort Logan and Stickford Laterals) from South Hoyt Street to Henry Lake, about 3,400 feet. This relocation also occurred on federal lands.

Other specialty services included landscaping and irrigation, surveying, preparation of right-of-way plans and descriptions, geotechnical investigations and pavement designs in expansive soils, and environmental clearances. Muller led the public involvement process for this project, which included a public open house meeting and individual meetings with property owners.

The engineer's estimate was \$5,308,515 with the low bid coming in at \$5,062,275, showing Muller's ability to complete reliable estimates. The project was completed in early 2015 at a final cost of \$4,766,915, 6% under the low bid for the project. This final cost demonstrates Muller's ability to complete quality plans that stand up to construction without costly change orders.



#### DEMONSTRATED EXPERIENCE RELEVANT TO 72ND AVENUE

|                                                                     |                                                               |
|---------------------------------------------------------------------|---------------------------------------------------------------|
| <input checked="" type="checkbox"/> Urban Arterial Roadway          | <input checked="" type="checkbox"/> Utility Coordination      |
| <input type="checkbox"/> Railroad Coordination                      | <input checked="" type="checkbox"/> Irrigation Facilities     |
| <input type="checkbox"/> Railroad Crossing                          | <input checked="" type="checkbox"/> Intersection Study/Design |
| <input type="checkbox"/> Railroad Underpass                         | <input checked="" type="checkbox"/> Traffic Signals           |
| <input checked="" type="checkbox"/> Hydrology, Hydraulics, Drainage | <input checked="" type="checkbox"/> Bicycle Lanes             |





## MCINTYRE STREET RECONSTRUCTION WEST 52ND AVENUE TO WEST 60TH AVENUE Jefferson County



*Farmers Highline Canal Structure to be Extended*

### CLIENT CONTACT

Brent Soderlin  
Jefferson County  
303-271-8461

### CONSTRUCTION VALUE

\$11,400,000

### PROJECT DATE

2016-2018

### PROJECT MANAGER

Nancy Lambertson, PE

### DEPUTY PROJECT MANAGER/ SENIOR PROJECT ENGINEER

Geoff Mestas, PE

### LEAD DRAINAGE ENGINEER

Michelle Morgan, PE

### STRUCTURAL ENGINEER

Andy Pultorak, PE

### ROADWAY DESIGN ENGINEER

Daniel Hellrung, EI



*Existing Roadway to be Reconstructed to Four-Lanes with Bike Lanes and Sidewalks*

The rapidly developing McIntyre Street corridor in northern Jefferson County is transitioning from a rural to a suburban area. The goal of this project is to develop roadway improvements for McIntyre Street to transition from a collector road to a minor arterial roadway while minimizing impacts to surrounding landowners and retaining the rural character of the area.

The project length is approximately 1.2 miles, and Muller is preparing plans, specifications, and estimates for roadway improvements, drainage improvements, and hydraulic and structural design for two crossings of the Farmers Highline Canal and one crossing at Van Bibber Creek. The southern limit for this project is the intersection of McIntyre Street and West 52nd Avenue to meet a recently completed section of McIntyre Street. The northern limit of the project meets existing improvements at West 60th Avenue and required coordination with the City of Arvada. The typical roadway cross-section for McIntyre Street will include four through lanes (two each direction), four-foot bike lanes, a raised median and curb, gutter, and 8-foot sidewalks (detached where right-of-way is available).

Project challenges include the two crossings of the Farmers Highline Canal and a crossing of Van Bibber Creek that includes a trail undercrossing. Muller staff supported Jefferson County staff with public involvement throughout the project design, including meetings with individual property owners to address impacts of the roadway construction. The project will be phased with construction of the crossing structures starting in 2018 and roadway widening scheduled to start construction in the spring of 2019.



### DEMONSTRATED EXPERIENCE RELEVANT TO 72ND AVENUE

|                                                                     |                                                               |
|---------------------------------------------------------------------|---------------------------------------------------------------|
| <input checked="" type="checkbox"/> Urban Arterial Roadway          | <input checked="" type="checkbox"/> Utility Coordination      |
| <input type="checkbox"/> Railroad Coordination                      | <input checked="" type="checkbox"/> Irrigation Facilities     |
| <input type="checkbox"/> Railroad Crossing                          | <input checked="" type="checkbox"/> Intersection Study/Design |
| <input type="checkbox"/> Railroad Underpass                         | <input checked="" type="checkbox"/> Traffic Signals           |
| <input checked="" type="checkbox"/> Hydrology, Hydraulics, Drainage | <input checked="" type="checkbox"/> Bicycle Lanes             |





## 120TH AVENUE AND UPHAM STREET IMPROVEMENTS

City and County of Broomfield



*Upah Street Pre-Construction*

### CLIENT CONTACT

Christian Thompson  
City and County of Broomfield  
303-438-6250

### CONSTRUCTION VALUE

\$1,000,000 (estimate)

### DATES

2018-2019

### PROJECT PRINCIPAL

Dean Harris, PE

### PROJECT MANAGER

GEOFF MESTAS, PE

### ROADWAY ENGINEER

KRISTIN LIGGETT, PE

### DRAINAGE/EROSION CONTROL ENGINEER

Whitney Maifarh, PE

### STRUCTURAL ENGINEER

Andy Pultorak, PE



*120th Avenue*

The City and County of Broomfield contracted with Muller to deliver design and construction documents for improving two local streets, including pedestrian and bicycle circulation, drainage, and street lighting. These improvements will enhance the appearance and provide a cohesive look and feel to the Original Broomfield area, recently bisected by the construction of the extension of SH 128 from Wadsworth Boulevard to 120th Avenue.

### **WEST 120TH AVENUE (LOCAL) FROM COMMERCE STREET TO US 287**

This 2,100-foot portion of 120th Avenue is classified as a commercial, multi-family, connector street and includes a mix of light industrial, business/commercial, residential, and undeveloped land. There is an at-grade crossing of the Burlington Northern Santa Fe Railway (BNSF) at the east end of the project corridor. BNSF recently upgraded the crossing to add raised medians for quite zone crossing compliance, and the two track crossings were consolidated into one. There are overhead utilities on both sides of the roadway with pole mounted street lights.

The proposed improvement typical section uses an eight-foot sidewalk detached five feet from the back of curb that will accommodate both landscaping and lighting. The roadway template also includes curb and gutter on both sides with four-foot bike lanes and 10.5-foot travel lanes for vehicles. Work at the BNSF crossing will include extending the curb, gutter, and sidewalks across the railroad.

### **UPHAM STREET**

Upah Street, from 120th Avenue/US 287 to West 118th Place is approximately 1,400 lineal feet in length. This roadway is classified as a local street and includes a mix of light industrial, business/commercial, and residential uses. Currently, a majority of this roadway corridor has no sidewalks, curb and gutter, street lights, or drainage structures. The project connects into the SH 128 extension at the north end.

The proposed improvements include a 14-foot lane in each direction, curb and gutter, and six-foot attached sidewalks. An easement is proposed for lighting behind the sidewalks. Existing water quality ponds will be maintained.



*120th Avenue Railroad Crossing  
Without Sidewalks (pre-construction)*

### **DEMONSTRATED EXPERIENCE RELEVANT TO 72ND AVENUE**

|                                                                     |                                                          |
|---------------------------------------------------------------------|----------------------------------------------------------|
| <input checked="" type="checkbox"/> Urban Arterial Roadway          | <input checked="" type="checkbox"/> Utility Coordination |
| <input checked="" type="checkbox"/> Railroad Coordination           | <input type="checkbox"/> Irrigation Facilities           |
| <input checked="" type="checkbox"/> Railroad Crossing               | <input type="checkbox"/> Intersection Study/Design       |
| <input type="checkbox"/> Railroad Underpass                         | <input type="checkbox"/> Traffic Signals                 |
| <input checked="" type="checkbox"/> Hydrology, Hydraulics, Drainage | <input checked="" type="checkbox"/> Bicycle Lanes        |





## WASHINGTON AVENUE COMPLETE STREET City of Golden



Existing Washington Avenue

### CLIENT CONTACT

Dan Hartman, PE  
303-384-8150

### PROJECT DATE

2016-2018

### CONSTRUCTION VALUE

\$3,319,000

### PRINCIPAL

Matt Andrews, PE

### PROJECT MANAGER

Nancy Lambertson, PE, PTOE

### DEPUTY PROJECT MANAGER

Geoff Mestas, PE

### DESIGN ENGINEER

Christopher Chamberlin, PE

### LEAD DRAINAGE ENGINEER

Michelle Morgan, PE

### DRAINAGE ENGINEER

Alejandra Ferrufino, PE

### TEAM MEMBERS

Clanton & Associates  
Harris Kocher Smith



### Area B - Iowa Drive to 2nd Street

Washington Avenue Complete Street  
Area B - Iowa Drive to 2nd Street



#### Existing



#### Concept 2



Visualization of Complete Street from Iowa Avenue to 2nd Street (MIG)

The City of Golden is transforming one mile of Washington Avenue between 10th Street and SH 93 into a complete street. Ultimately, Washington Avenue will provide safe and convenient travel for pedestrians, bicyclists, and transit users. Based on public input, Golden identified seven project goals:

- ✓ Safe bike facilities
- ✓ Enhanced pedestrian facilities and safety
- ✓ Improved aesthetics and landscaping
- ✓ Reduced vehicular speeds
- ✓ Improved residential parking and driveway access
- ✓ Enhanced transit
- ✓ Improved access to business

In 2010, Golden adopted a Complete Streets policy. The development of Washington Avenue into a Complete Street will reduce the current four lanes to two lanes north of SH 58 and provide much needed connectivity for the adjacent Complete Street corridors. Currently, the Washington Avenue corridor has four separate zones, with each zone featuring its own distinctive streetscape character.

The Muller team studied improvements by zone, while developing and promoting an overall corridor theme to meet the community goal of multimodal connectivity. The project scope includes surveying, transportation planning, traffic engineering, geotechnical engineering, multimodal transportation facility design, drainage, lighting, public involvement, visual simulations, landscape architecture,

and urban design for Complete Streets. This project is being completed using federal funds under the CDOT Local Agency Stewardship Program and is currently being constructed.

### DEMONSTRATED EXPERIENCE RELEVANT TO 72ND AVENUE

|                                                                     |                                                               |
|---------------------------------------------------------------------|---------------------------------------------------------------|
| <input checked="" type="checkbox"/> Urban Arterial Roadway          | <input checked="" type="checkbox"/> Utility Coordination      |
| <input type="checkbox"/> Railroad Coordination                      | <input type="checkbox"/> Irrigation Facilities                |
| <input type="checkbox"/> Railroad Crossing                          | <input checked="" type="checkbox"/> Intersection Study/Design |
| <input type="checkbox"/> Railroad Underpass                         | <input checked="" type="checkbox"/> Traffic Signals           |
| <input checked="" type="checkbox"/> Hydrology, Hydraulics, Drainage | <input checked="" type="checkbox"/> Bicycle Lanes             |



## Union Pacific Railroad Bridge over Grand Park Drive



HDR recently was engaged to design a bridge to carry Union Pacific Railroad (UP) tracks over Grand Park Drive and provide residents of the newly formed development with access to the Town of Winter Park. This three-span, steel bridge replaces an at-grade crossing at Kings Crossing and accommodates two tracks over a two-lane roadway and shared-use trail. Multiple utilities are located underneath the roadway which service the development. Very similar to the 72<sup>nd</sup> Avenue project, the Grand Park Drive project included phased construction which implemented a temporary shoofly to provide uninterrupted rail service for the UP while the bridge was constructed.

Initially, HDR was not involved in the design of the new bridge. However, because of their depth of knowledge of the UP and Colorado PUC requirements, HDR was called in to provide preliminary and final design for this new railroad bridge. In addition to their reputation in Colorado as a premier bridge design firm, HDR was selected because of their unparalleled relationships with the UP. The owner felt confident in HDR's ability to keep the design on schedule and budget by leveraging those relationships which have been fostered through years of working on hundreds of projects with the UP across the United States.

Additionally, work included coordination with the project geotechnical consultant and the developer, Cornerstone Holdings, LLC. Once a contractor was selected, HDR performed construction support services as the engineer-of-record for the bridge and track design. This required constant coordination with Cornerstone Holdings, LLC as the client, Ames Construction as the contractor, and the UP along with its representatives.

### Unique Features

- By constructing this new grade separated facility, the adjacent at-grade crossing will be eliminated to provide a safer route for both vehicular and non-vehicular traffic.
- Close coordination during construction allowed for the team to work through challenges to keep the project moving forward.
- Exhibits and cost estimates, specific to the Colorado PUC, were provided to allow for cost-sharing by the UP

### Key Issues

- Satisfying requirements of both private client and UP
- Close coordination with utilities to accommodate construction phasing and proper site drainage.
- Phased construction to accommodate UP operations



## UPRR Bridge 183.67 Springfield Subdivision over 9<sup>th</sup> Street

### Illinois Department of Transportation and Union Pacific Railroad

In partnership with Union Pacific Railroad (UP), the Illinois Department of Transportation (IDOT) received a \$1.2 billion grant from the Federal Railroad Administration (FRA) to fund the Illinois High Speed Rail Program through the American Reinvestment and Recovery Act of 2009 (ARRA). In addition to ARRA funding, the Illinois Capitol Bill appropriated \$400 million for high-speed rail. IDOT and UP's precedent-setting plan for the corridor will enable 110-mph passenger rail service in a shared corridor with freight, setting the U.S. standard for cooperation between a freight carrier and a state passenger-rail authority.

As part of the program, the project team evaluated all bridges within the project limits and identified the 9th Street Bridge in Springfield as a critical crossing. With the upgraded service plan, the existing four-span, ballasted thru-plate girder was considered structurally deficient. Initial planning for the 9th Street Bridge replacement involved coordination between HDR, UP, IDOT, and the City of Springfield. During preliminary discussions with IDOT, several key elements were identified that required removal of the interior piers. By removing the piers, the project improved traffic safety, while also accommodating existing plans for future widening of the roadway from 58 feet to 79 feet, 2 inches from the exterior edge of sidewalk and face of the retaining wall. The retaining structure, constructed from secant piles, was designed for surcharge loads from the abutments and to allow the use of shallow seat-type abutments along with eliminating temporary shoring that would have been required for the future roadway widening; it also acts as a surface for the application of future architectural fascia. These considerations reduced the cost of both the proposed bridge and expenses associated with future streetscape improvements.

The span was designed to current AREMA E80 design loading standards and cambered 2 inches for dead load only. This required stretching the length limitations of a traditional TPG span and required 3.- inch-thick by 36.- inch-wide flanges with an 1½-inch-thick by 11-foot-9-inch-tall web. Engineers designed two field web splices, one at both end of each girder, to allow for shipment in smaller girder segments of approximately 39 feet, 40 feet, and a center 109-foot section.

To maintain the schedule, only partial fit-up of the span's 40-foot skewed end sections were performed at the fabrication shop. This aspect was a major deviation from the initial plan and specifications. Typically, project requirements dictate a full fit up prior to shipment to eliminate erection issues in the field that might require significant modifications and cause project delays. To further minimize risks by foregoing full fit-up of the span, a steel fabrication crew from the fabricator mobilized on site to assist the steel erection crews with any necessary field adjustments or modifications.

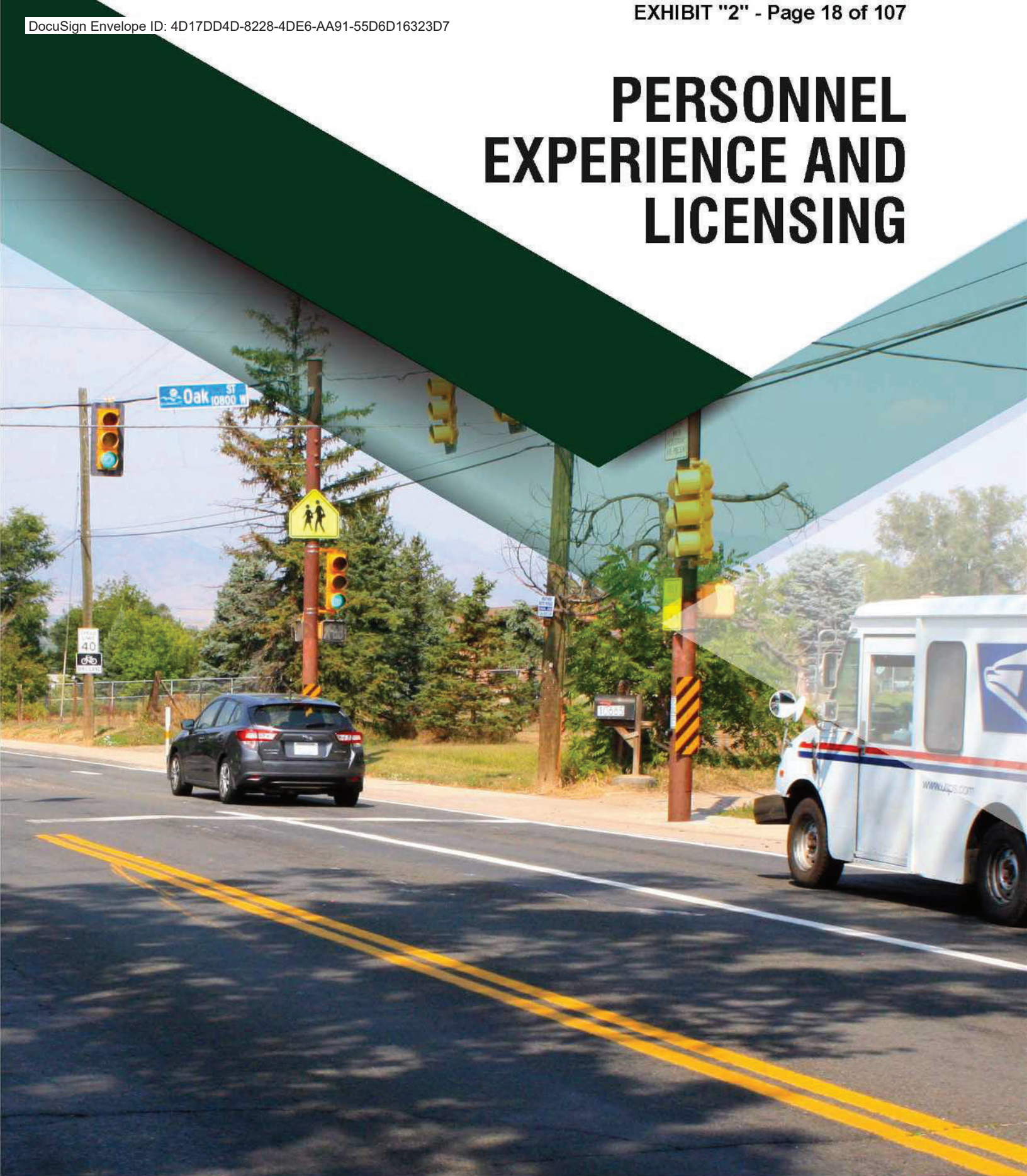
The 9th Street Bridge extends the span length of traditional rail TPG design beyond industry standards, proving that single-track spans approaching 190 feet can address low-clearance, highly skewed alignment scenarios that require minimizing foundation impacts with longer spans. The team conducted extensive fabrication, testing and inspection to produce the bridge's steel plates domestically to meet project and "Buy America" requirements. With excellent coordination among Union Pacific Railroad, Illinois DOT, the fabricator (Stinger Bridge & Iron/ EW Corporation), and HDR, the complete demolition, final erection and roll-in of this new span was completed in less than two weeks.

### INNOVATIVE CONCEPTS

- Span follows current AREMA E-80 freight rail design with ballasted track, while significantly stretching the span length of traditional rail Through-Plate Girder (TPG) design beyond industry standard designs.
- Long-term planning and coordination for future roadway widening and sidewalk upgrades were incorporated into the project requirements, including elimination of interior piers that created roadway hazards and if struck could potentially cause track outages for both freight and commuter rail traffic.
- Complete erection of bridge span on temporary supports adjacent to existing bridge with roll-in during a limited work window shutting down the existing mainline track for the minimum amount of time possible.
- Design and construction of secant retaining walls behind the existing abutments will allow the city flexibility on the ultimate build-out. This will also allow the city to develop aesthetic covers for the secant walls when the ultimate street project is completed.



# PERSONNEL EXPERIENCE AND LICENSING

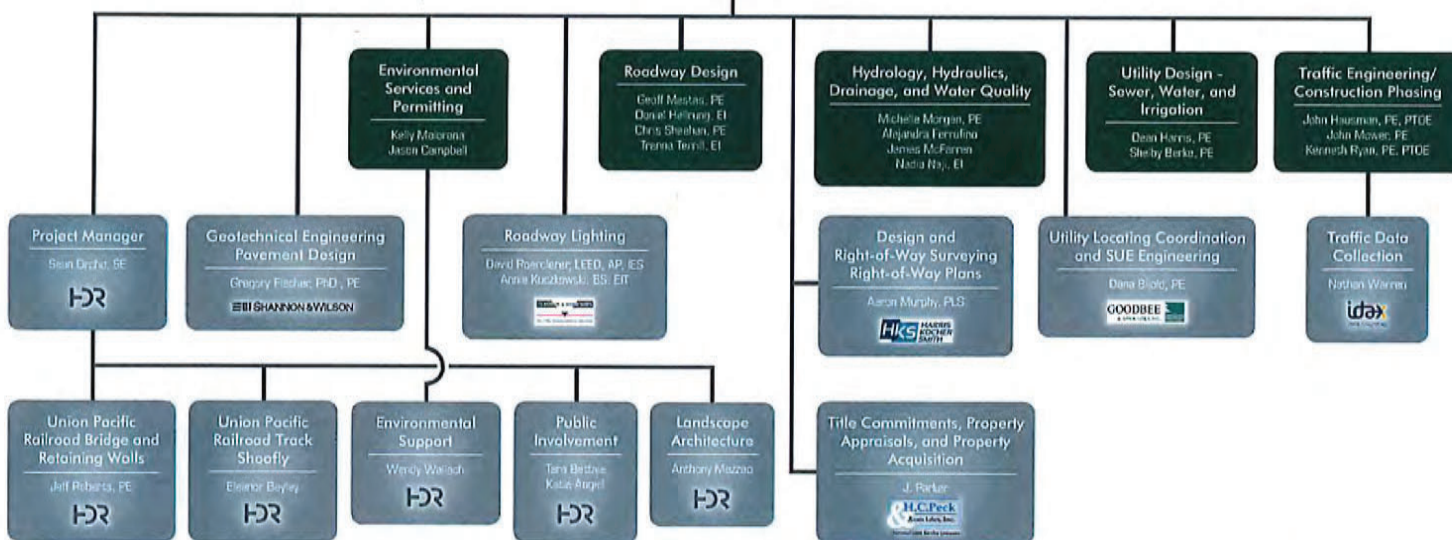
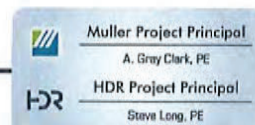




## Organizational Chart



Project Manager  
Derek Webb, PE





## ROBERT J. FERNS, PE

### SENIOR PROJECT MANAGER



#### EDUCATION

B.S. Civil Engineering, University of Colorado, 1990

#### REGISTRATIONS

Registered Professional Engineer  
No. 32084, Colorado, 1997

#### PROFESSIONAL ASSOCIATIONS

American Society of Civil Engineers

#### YEARS OF EXPERIENCE

With Muller: 22

Total: 28

#### EXPERIENCE PROFILE

Bob is a Senior Project Manager with more than 25 years of experience leading a wide variety of transportation projects. Bob's infrastructure improvement experience includes roadway, interchange, and multimodal design and implementation for public sector clients throughout Colorado. As a skilled project manager, Bob brings a comprehensive understanding of the components that work together for a successful project outcome. He is adept in the development of scopes and budgets that provide a solid foundation for successful project execution. Bob's wide-variety of clients include the City of Arvada, Jefferson County, City and County of Denver, City of Aurora, City of Longmont, and CDOT. Bob has extensive experience on federally-funded CDOT oversight projects, completing 17 of them, primarily in CDOT Region 1. He also managed numerous CDOT projects for Regions, 1, 2, 3, 4, and 5.

Bob's experience on Arvada projects dates back 19 years to 1999, when he was the lead design engineer on the project to reconstruct **Kipling Street from West 72nd Avenue to West 80th Avenue, which connects to the West 72nd Avenue - Kipling Street to Simms Street** project. Similar to this project, a two-lane roadway was reconstructed into a four-lane divided arterial with sidewalks. Bob also managed the West 58th Avenue and Kipling Street project to improve safety and operations.

Most recently, Bob completed design of the West 72nd Avenue Corridor for reconstruction of the **West 72nd Avenue and Indiana Street Intersection** and for preliminary design of the **West 72nd Avenue Underpass at the Union Pacific Railroad**. The underpass project laid the groundwork for most of the corridor for the West 72nd Avenue from Simms Street to Kipling Street project. The West 72nd Avenue and Indiana Street Intersection project is under construction.

Bob is one of Muller's shareholders, and his leadership and project management skills are driven by his dedication and commitment to the success of Muller's transportation projects. As one of the original authors of Muller's Quality Assurance program, Bob brings a deep understanding of the importance of providing the highest quality deliverables to our clients.

#### ADDITIONAL URBAN ROADWAY PROJECT EXPERIENCE

- US 287 Main Street Reconstruction, Ken Pratt Boulevard to 3rd Avenue, City of Longmont (CDOT Local Agency)
- Broadway Reconstruction, Wesley to Yale, City and County of Denver (CDOT Local Agency)
- West Belview Avenue, West Quincy Avenue to South Simms Street, Jefferson County
- Federal and Speer Boulevard Intersection Improvements, City and County of Denver
- West Colfax Avenue, Sheridan Boulevard to Federal Boulevard, City and County of Denver
- Governor's Award for Best Sustainable Downtown Project
- Josephine Street/York Street Reconstruction, 13th Avenue to 18th Avenue, City and County of Denver
- 92nd and Federal Intersection Widening, City of Federal Heights (CDOT Local Agency)
- US 40 and Elk River Road Intersection Improvements, Steamboat Springs, CDOT Region 3
- US 34 and Mall Road Intersection Improvements, Estes Park, CDOT Region 4
- US 85 and SH 392 Intersection Design, Lucerne, CDOT Region 4
- SH 340 and Redlands Parkway Roundabout in Grand Junction, CDOT Region 3
- US 285 Widening and Overlay, US 160 South in Alamosa, CDOT Region 5
- US 285 Main Street Antonito Reconstruction, CDOT Region 5



*West 58th Avenue and Kipling Street  
Intersection Improvements, City of Arvada*



*Kipling Street, West 72nd Avenue to West  
80th Avenue, City of Arvada*



## A. GRAY CLARK, PE

PRESIDENT ■ PROJECT PRINCIPAL



### EDUCATION

M.B.A. University of Colorado, Denver, 1994

B.S. Civil Engineering, University of Vermont, 1986

### REGISTRATIONS

Registered Professional Engineer No. 28022, Colorado, 1991

### PROFESSIONAL AFFILIATIONS

Institute of Transportation Engineers

American Society of Civil Engineers

American Council of Engineering Companies

Women's Transportation Seminar

### YEARS OF EXPERIENCE

With Muller: 27

Total: 31

### EXPERIENCE PROFILE

Mr. Clark will serve as Muller's Project Principal for the West 72nd Avenue - Kipling Street to Simms Street project. In this role, Gray will provide senior-level coordination and oversight to the City of Arvada. Gray specializes in transportation engineering planning and design, and he has served as principal on a full range of Muller transportation projects, including feasibility studies, environmental assessments, and roadway designs for rural and urban roadways, interstate highways, and local streets. Gray has a keen sense for working on reconstruction and retrofit roadway projects. He is an expert at developing consensus between governmental agencies, review and permitting agencies, and the general public. This allows him to use engineering judgment to combine good roadway design, environmental sensitivity, and community needs resulting in effective transportation solutions.

Gray's experience on Arvada projects also dates back 19 years where he served as Project Manager on the project to reconstruct **Kipling Street from West 72nd Avenue to West 80th Avenue**. This project connects to the West 72nd Avenue project and, similar to this project, reconstructed a two-lane roadway into a four-lane divided arterial with sidewalks. Most recently, Gray served as project principal for reconstruction of the **West 72nd Avenue and Indiana Street Intersection** and for preliminary design of the **West 72nd Avenue Underpass at the Union Pacific Railroad**. Other recent experience includes:

### PROJECT EXPERIENCE

- I-25 Reconstruction, SH 66 to SH 402, CDOT Region 4
- Flood Recovery, Upper SH 7 to SH 72, CDOT Region 4
- NISP US 287 Relocation, Preliminary Design Services, Northern Colorado Water Conservancy District
- US 36 Lyons Structures Milepost 21 -30, CDOT Region 4
- West Bowles Avenue and South Wadsworth Boulevard Intersection Improvements Feasibility Study, Preliminary and Final Design, Jefferson County
- Central Street Pedestrian Improvements, 15th Street to 20th Street (on-call), City and County of Denver
- I-25 Bronco Bridge Final Design, CDOT CTMC
- Lowell Boulevard Intersection Improvements, West 120th Avenue to East Midway Boulevard, City and County of Broomfield
- SH 7 Corridor, Cherryvale Road to 75th Street in Boulder, Feasibility Study, Intersection Design, Environmental Assessment, Preliminary, and Final Design, CDOT Region 4
- West Quincy Avenue and South Kipling Parkway Intersection Improvements, Conceptual Design Study, Preliminary, and Final Design, Jefferson County
- McIntyre Street, West 48th Avenue to West 60th Avenue, Conceptual Design Study, Preliminary, and Final Design, Jefferson County
- Sheridan Boulevard, 9th Avenue to 136th Avenue, City and County of Broomfield
- Sheridan Boulevard, Aspen Creek to 144th Avenue, City and County of Broomfield
- 136th Avenue, Sheridan Boulevard to Redleaf Subdivision, City and County of Broomfield
- US 160/US 481 Resurfacing, CDOT Region 5
- US 85 Park and Ride, CDOT Region 4
- South Kipling Parkway, West Bowles Avenue to West Quincy Avenue, Jefferson County
- West Quincy Avenue, South Iris Court to South Wadsworth Boulevard, Preliminary, and Final Design, Jefferson County



*Central Street Pedestrian Improvements,  
15th Street to 20th Street, City and  
County of Denver*



**GEOFF C. MESTAS, PE**  
**DEPUTY PROJECT MANAGER ■ ROADWAY DESIGN**



### EXPERIENCE PROFILE

Geoff's diverse, 12-year career at Muller Engineering Company includes work in the Utilities Group, the Stormwater and Floodplain Management Group, and, for the last six years, in the Transportation Group as a Senior Project Engineer and Project Manager. His broad background gives him insights to the full complement of design challenges that happen in transportation projects. He is proficient with Muller's design and drafting software for preliminary and final plans. Geoff's transportation experience is primarily urban roadway and multimodal design.

Geoff served as Lead Project Engineer with Bob Fearn for the preliminary design of the **West 72nd Avenue Union Pacific Railroad Underpass**. He brings this project knowledge to Arvada and will use it to efficiently advance the West 72nd Avenue, Kipling Street to Simms Street project to final design. In addition to his professional passion for this project, Geoff also lives in the neighborhood and attended Oberon Junior High School, giving him a personal stake in a successful project.

For the City of Greeley, Geoff served as the Senior Project Engineer/Deputy Project Manager for the **71st Avenue from 12th Street to 22nd Street** project. Along with the roadway design and associated utility improvements for the project, Geoff worked with the City to design and connect two separate trail networks. This included the plan and vertical geometric layout of the proposed trail connection as well as a proposed pedestrian bridge and trail underpass for the new Sheep Draw Bridge at 71st Avenue.

For another similar project near Arvada in Jefferson County, Geoff is lead Project Engineer for major roadway widening and trail improvements on McIntyre Street for Jefferson County, and Urban Drainage and Flood Control District. The project includes widening of McIntyre Street from two to four lanes from 52nd Avenue to 60th Avenue, a new bridge structure over Van Bibber Creek, and the design of the trail network along Van Bibber Creek to McIntyre Street.

### EDUCATION

B.S. Civil Engineering, Colorado School of Mines, 2005

### REGISTRATIONS

Registered Professional Engineer  
 No. 45399, Colorado, 2011

### YEARS OF EXPERIENCE

With Muller: 12  
 Total: 12



*72nd Avenue UPRR Underpass  
 Preliminary Design, City of Arvada*



*West Quincy Avenue - South Kipling  
 Parkway to South Wadsworth  
 Boulevard, Jefferson County*

### ADDITIONAL TRANSPORTATION PROJECT EXPERIENCE

- West 120th Avenue and Upham Street Improvements, Broomfield - Project Manager
- SH 52 and Weld County Road 13 Intersection Improvements, CDOT Region 4 - Project Manager
- Clear Creek Canyon Trail (Peaks to Plains Trail) Phase 2 - Project Manager
- Washington Avenue Complete Street, Golden - Deputy Project Manager
- West Quincy Avenue, South Kipling Parkway to South Wadsworth Boulevard Reconstruction Project, Jefferson County - Deputy Project Manager
- US 34 and Mall Road Intersection Improvements, Estes Park, CDOT Region 4
- US 285 Antonito Reconstruction, CDOT Region 5
- US 287 Main Street, Ken Pratt Boulevard to 3rd Avenue, City of Longmont
- Florida Road Reconstruction, 15th Street to County Road 250, Concrete Express for City of Durango
- US 36 Lyons Structures Milepost 21 to Milepost 30, CDOT Region 2
- Horsetooth Road and Timberline Road Intersection Improvements, City of Fort Collins
- Broadway Terrace, (Broadway and Colfax Intersection) City and County of Denver
- T-REX Finalization Bond Roadway and Pedestrian Improvements, City and County of Denver
- Weld County Road 23 and SH 392 Intersection Improvements (CDOT Local Agency), Weld County
- US 85 Park-N-Ride- Evans Site, CDOT Region 4



## JONATHON L. SERA, PE

### STRUCTURAL ENGINEERING AND UP BRIDGE INDEPENDENT DESIGN CHECK



#### EDUCATION

B.S. Civil Engineering, Tri-State University, Indiana, 1999

#### REGISTRATIONS

Registered Professional Engineer  
No. 049227, Colorado, 2014

Registered Professional Engineer  
No. 10403978, Indiana, 2004

Registered Professional Engineer  
No. C87071, California, 2017

#### CERTIFICATION AND TRAINING

National Highway Institute, In-Service  
Bridges Certified Safety Inspector

National Highway Institute, Fracture  
Critical Steel Bridge Certified Inspector

National Highway Institute, Underwater  
Bridge Certified Inspector

Indiana Department of Transportation,  
Certified Bridge Inspection Team Leader  
for Complex Bridges

ACEC INDOT Bridge Inspection Committee

#### PROFESSIONAL ASSOCIATIONS

American Society of Civil Engineers

#### YEARS OF EXPERIENCE

With Muller: 3

Total: 19

#### EXPERIENCE PROFILE

Jonathon joined Muller Engineering Company in 2015 after more than 15 years of structural engineering experience in Indiana. His expertise includes bridge design, analysis, rehabilitation, in-depth inspection, and general structural engineering. As a structures discipline lead, he contributes to Muller CDOT and county project across the state. He has prepared bridge and structural plans for US 36, US 160, SH 7, US 50, SH 287, and I-25 for CDOT. Jon has also designed many bridges and structures for Urban Drainage and Flood Control District as well as multiple cities and counties along the front range. Prior to joining Muller, Jon had developed rehabilitation plans for major structures such as the SH 237 over the Ohio River and SH 62 over the Wabash River. His experience also includes more than 5000 routine bridge inspections, 90 fracture critical inspections, twenty complex inspections, and he served as the dive team leader for sixty underwater inspections. Representative design experience includes:

#### PROJECT EXPERIENCE

- McIntyre Street, 52nd Avenue to 60th Avenue, Jefferson County
- US 50 Corridor Blue Creek Canyon, CDOT Region 3
- Little Dry Creek Transit Station Pedestrian Bridge Final Design, Urban Drainage and Flood Control District and City of Westminster
- Wonderland Creek Greenway Improvements from Diagonal Highway to Winding Trail, City of Boulder
- I-25, SH 66 to SH 402, CDOT Region 4
- US 160 over Dry Creek Passing Lanes Structural Design, CDOT Region 5
- Peaks to Plains Trail Clear Creek Canyon Segment, Jefferson County Open Space
- Holtwood Road Bridge Replacement over Horse Creek, El Paso County
- Goldsmith Gulch Channel Improvements, Trail Extension, and Caley Avenue Undercrossing, City of Greenwood Village
- US 36 Lyons Bridge Repairs, CH2M for CDOT Region 4
- 33rd Street Outfall -31st and 36th Street Outfall Project, Urban Drainage and Flood Control District and City and County of Denver
- Boulder Canyon Trail Extension, Boulder County
- Betasso Feasibility Study, Boulder County
- SH 7 from Estes Park to SH 72 Final Design and Shoulder Design, CDOT Region 4
- Clear Creek Canyon Phase 2 Trail, Clear Creek County Open Space
- US 287, SH 1 to La Porte Bypass Roundabout Design, CDOT Region 4
- Van Bibber Park and Trail Hydrology Study, Jefferson County Open Space
- Evergreen North Lake Trail Preliminary Study, Evergreen Parks and Recreation District
- 38th and Holly Detention Pond Hydraulics, City and County of Denver Wastewater
- I-76/SH 54 Hudson Interchange, CDOT Region 4
- US 160: Elmore's Corner East Design, CDOT Region 5
- West Midway Boulevard Pedestrian Bridge Final Design, City and County of Broomfield
- Lowell Boulevard, 120th Avenue to Midway Boulevard Bridge over Nissen Reservoir Channel and Trail, City and County of Broomfield
- Namaqua Avenue Recreation Trail Underpass, City of Loveland
- I-25 South of SH 56 Climbing Lanes, CDOT Region 4
- Silver Plume to Georgetown Trail Repairs, Clear Creek County
- US 85, Hampden to Florida Resurfacing, CDOT Region 1



*Little Dry Creek Transit Station  
Pedestrian Bridge, City of Westminster  
and UDFCD*



## JOHN D. HAUSMAN, PE, PTOE

### TRAFFIC ENGINEERING AND CONSTRUCTION PHASING



#### EDUCATION

M.S. Civil Engineering, Georgia Institute of Technology, 2002

B.S. Civil Engineering, Clemson University, 2001

#### REGISTRATIONS

Registered Professional Engineer, No. 40715, Colorado, 2007

Registered Professional Engineer, No. 11520, Wyoming, 2007

Professional Traffic Operations Engineer, 2009

#### YEARS OF EXPERIENCE

With Muller: 4  
Total: 16

#### EXPERIENCE PROFILE

John Hausman is a Professional Traffic Operations Engineer with more than 16 years of experience in traffic and transportation operations analysis. His professional experience includes signal design, signing and striping design, travel demand forecasting, parking demand analysis, traffic impact studies, and transportation planning. John is proficient with traffic operation modeling and forecasting software including VISSIM, Synchro, HCS, Rodel, and TransCAD. In addition to traffic operations, John has experience incorporating multimodal transportation elements into projects including bicycle and pedestrian facilities and transit connectivity. John also has extensive experience preparing conceptual phasing plans and designing construction traffic control strategies for project construction. John frequently designs temporary traffic signals for project construction.

John led the traffic engineering effort for the **West 72nd Avenue and Indiana Street Intersection** and for preliminary design of the **West 72nd Avenue Underpass at the Union Pacific Railroad** in Arvada. For the intersection project, John conducted existing and year 2040 traffic analysis of the proposed improvements. He also completed the signing and marking design, traffic signal design, and construction traffic control plans. For the underpass project, he conducted traffic analysis on proposed detour routes around the construction area.

For the City of Golden, John served as lead traffic engineer for the improvement of Washington Avenue to a complete street serving vehicles, transit, pedestrians, and bicycles. John oversaw the design of the pedestrian and bicycle facilities as well as the corridor wayfinding plan. John supervised preparation of the signing and pavement marking designs.

#### PROJECT EXPERIENCE

- 71st Avenue 12th Street to 22nd Street Design, City of Greeley
- US 6 and 19th Street Interchange, City of Golden (CDOT Local Agency)
- Main Street, Ken Pratt Boulevard to 3rd Avenue, City of Longmont (CDOT Local Agency)
- I-76 and SH 52 Hudson Interchange, CDOT Region 4
- 1st Avenue at Emery Street Intersection Improvements and Railroad Crossing, City of Longmont
- US 40/CR 129 (Elk River Road) Intersection Improvements, Steamboat Springs, CDOT Region 3
- SH 340 and Redlands Parkway Intersection Improvements (modern roundabout) in Grand Junction, CDOT Region 3
- US 160 and SH 17 Intersection Design, Alamosa, CDOT Region 5
- Dillon Road/West 144th Avenue Improvements – Phase 2, City and County of Broomfield
- Longmont Railroad Crossing TIS, City of Longmont
- Arterial Intersection Priority Study, Phase 2, City of Fort Collins
- Upper SH 7 from Estes Park to SH 72, Jacobs Engineering for CDOT Region 4
- I-70/I-225 Diverge VISSIM Modeling, CDOT Region 1
- FY 2016-2017 Traffic Operations Support Services, CDOT Region 3
- Mill Levy 13 Traffic Signal and Pedestrian Ramp Design, City and County of Denver
- Wonderland Creek Greenways Improvements from Diagonal Highway to Winding Trail, City of Boulder (CDOT Local Agency)



*US 287 Ken Pratt Boulevard Reconstruction,  
City of Longmont*



*US 6 and 19th Street Interchange,  
City of Golden*



## MICHELLE M. MORGAN, PE

### HYDROLOGY, HYDRAULICS, DRAINAGE, AND WATER QUALITY



#### EDUCATION

B.S. Civil Engineering, Iowa State University, 1994

#### REGISTRATIONS

Registered Professional Engineer  
No. 33921, Colorado, 1999

Registered Professional Engineer  
No. 11999, Wyoming, 2008

#### PROFESSIONAL ASSOCIATIONS

Colorado Association of Stormwater and Floodplain Managers

#### YEARS OF EXPERIENCE

With Muller: 4  
Total: 24

#### EXPERIENCE PROFILE

Michelle is a skilled civil engineering professional with 24 years of experience. Her expertise lies in hydrologic and hydraulic analysis and design, water quality design, infrastructure planning and design, and utility coordination and design. Michelle works within Muller's Transportation Group to design drainage, flood control, and water quality facilities associated with transportation improvements. Her typical responsibilities include managing design teams and support staff, facilitating client communication, coordinating with governing municipalities and other stakeholders, providing quality assurance/quality control reviews and coordinating plan preparation, submittals, cost estimates, and specifications. She is well-versed in the design standards and specifications of multiple municipalities and agencies, including but not limited to the Cities of Arvada, Aurora, Longmont, City and County of Denver, Jefferson County, UDFCD, and CDOT.

For the 72nd Avenue and Union Pacific Railroad Underpass project for the City of Arvada, Michelle served as lead drainage engineer and supervised efforts to develop the preliminary drainage design and irrigation modifications for the underpass project. This includes a leadership role in determining the best strategies to drain the underpass sump area to Ralston Creek and working with irrigation companies to coordinate and design modifications to the surface irrigation facilities impacted by lowering 72nd Avenue for the underpass.

In addition to drainage and irrigation, Michelle plans and designs water quality facilities required by state and local Municipal Separate Storm Sewer Systems (MS-4) permits. She recently completed a project at Denver International Airport (DEN) to improve water quality along 78th Avenue and Gun Club Road. The project separates contaminated runoff (magnesium chloride) from pavements from runoff in non-paved areas in an effort to spur vegetation growth.

#### ADDITIONAL DRAINAGE EXPERIENCE ON TRANSPORTATION PROJECTS

- McIntyre Street, 52nd Avenue to 60th Avenue, Jefferson County
- Washington Avenue Complete Street, City of Golden
- 71st Avenue, 12th Street to 22nd Street Design, City of Greeley
- US 287 Main Street Ken Pratt Boulevard to 3rd Avenue, City of Longmont
- 1st Avenue and Emery Street Intersection Improvements, City of Longmont
- Dillon Road/West 144th Avenue Improvements, US 287 to Zuni Street, City and County of Broomfield
- Boulder Canyon Trail Extension, Boulder County
- US 40 and Elk River Road (CR 129) Intersection Improvements, CDOT Region 3
- SH 340 and Redlands Parkway Intersection Improvements, CDOT Region 3
- US 160 and SH 17 Intersection Improvements, CDOT Region 5
- US 6 and 19th Street Interchange Improvements, City of Golden
- US 287 SH 1 to LaPort Bypass Roundabout Design, Fort Collins, CDOT Region 4
- US 85 Hampden Avenue to Florida Avenue Resurfacing, CDOT Region 1
- US 36 Lyons Structures, CDOT Region 4
- SH 7 Estes Park to SH 72 Flood Recovery Repairs and Drainage Improvements, CDOT Region 4
- US 85 Resurfacing, O Street (Greeley) to Ault, CDOT Region 4
- 2013 Flood Recovery Project, CDOT Region 4
- Gay Reservoir Channel LOMR, City and County of Broomfield
- Gary Reservoir Floodplain Impact Evaluation, City and County of Broomfield



*US 85 Resurfacing, O Street (Greeley) to Ault, CDOT Region 4*



*US 287 Main Street, Ken Pratt Boulevard to 3rd Avenue, City of Longmont*



## KELLY C. MAIORANA

### ENVIRONMENTAL SERVICES AND PERMITTING



#### EDUCATION

BS Environmental Science, University of Denver, 1999

Parsons Brinckerhoff Project Manager Certification, December 2013

Downtown Denver Partnership, 2011 Leadership Program

URS Project Manager Certification (PMP), February 2011

Clear Writing for NEPA Specialists, The Shipley Group, August 2004

FHWA's Traffic Noise Modeling (TNM), Bowlby & Associates, November 2003

#### REGISTRATIONS

Certified Environmental Professional (CEP) (In progress)

#### PROFESSIONAL ORGANIZATIONS

Women's Transportation Seminar (WTS)

WTS Professional Development Committee Co-Chair, 2016– present

Rocky Mountain Association of Environmental Professionals, Board of Directors

#### YEARS OF EXPERIENCE

Total: 17

Muller: <1

#### EXPERIENCE PROFILE

Kelly Maiorana has more than seventeen years of experience in environmental planning including regulatory compliance, document preparation, wetland mitigation, traffic noise modeling, air quality analysis, federal and state agency coordination, GIS analysis, and database management. She has managed and prepared all levels of NEPA and PEL documentation, including Categorical Exclusions (CE), Environmental Assessments (EA), Environmental Impact Statements (EIS), Planning and Environmental Linkage (PEL) studies, and Section 4(f)/6(f) documents. Kelly's project experience includes collaborating with engineers and planners to coordinate projects from conception to completion. She understands the important relationship between disciplines in order for projects to comply with local, state, and federal regulations and requirements. Kelly has successfully managed professional staff to ensure projects are completed on-time, within approved budget and scope. Kelly's environmental planning project experience includes:

#### PROJECT EXPERIENCE

- US 34 PEL, Loveland to Greeley, CDOT Region 4
- Donner Pass Road Preliminary Design, Central Federal Lands Highway Division
- Northern Integrated Supply Project, US 287 Relocation Preliminary Design Services, Northern Colorado Water Conservancy District
- US 160: Elmore's Corner East Preliminary Design, CDOT Region 5
- 2013 Flood Recover Efforts, CDOT Region 4
- I-25 Reconstruction, SH 66 to SH 402, CDOT Region 4

Below is Kelly's local experience with her previous employers:

- I-25 South PEL, C-470 to Monument, CDOT Region 1
- Flood Recovery Incident Response Center, Loveland, CDOT Region 4
- Environmental Review Memos, CDOT Region 4
- I-25 North Design Build from North of Colorado Springs to Monument, CDOT Region 2
- Resurfacing Categorical Exclusions, CDOT Region 2
- US-6 Bridges Design-Build ROD2, CDOT Region 6 and City and County of Denver
- Wright-Patterson Air Force Base (WPAFB), Radar Tomography Range EA, Dayton, Ohio
- Medicine Bow EIS, Medicine Bow, Wyoming
- Wyoming Long Range Transportation Plan and Corridor Visions, Wyoming
- RTD North Metro Corridor FEIS, Colorado
- I-70/Central Park Boulevard Interchange, Environmental Assessment, City and County of Denver
- Strategic Parking Plan and Program Study, City of Aurora
- 56th Avenue from Quebec to Havana, Environmental Assessment, City and County of Denver
- Strategic Parking Plan and Program Study, City of Aurora
- Strategic Parking Plan, City and County of Denver



Northern Integrated Supply Project, US 287 Relocation Preliminary Design Services, Northern Colorado Water Conservancy District



**DANIEL K. HELLRUNG, EI**  
**TRANSPORTATION ENGINEER ■ ROADWAY DESIGN**



#### EDUCATION

M.S. Civil Engineering, University of Wyoming, 2015

B.S. Civil Engineering, University of Wyoming 2013

#### REGISTRATIONS

Certified Colorado EI, 2013

#### YEARS OF EXPERIENCE

With Muller: 3

Total: 3

#### EXPERIENCE PROFILE

Danny is a Transportation Engineer at Muller Engineering Company where he works on transportation and civil engineering projects. His background includes the design of highways, streets, intersection improvements, horizontal and vertical roadway alignment, and preparation of construction plans, specifications, and estimates for a wide variety of clients including the City of Arvada, Colorado Department of Transportation, City and County of Broomfield, and Central Federal Lands Highway Division.

Danny served as Roadway Design Engineer with Bob Fearn and Geoff Mestas for the preliminary design of the 72nd Avenue Union Pacific Railroad Underpass. He brings this experience and project familiarity to the West 72nd Avenue, Kipling Street to Simms Street project. Danny grew up in Arvada, attending Oberon Junior High School. As a current resident of Arvada, Danny frequently drives the 72nd corridor and is eager to work towards a solution to improve the corridor in addition to his local community. His experience at Muller includes:

#### PROJECT EXPERIENCE

- 72nd Avenue and Union Pacific Railroad Grade Separation, City of Arvada
- McIntyre Street, 52nd Avenue to 60th Avenue, Jefferson County
- 1st Avenue at Emery Street RR Crossing, City of Longmont
- Broomfield Street Reconstruction, City and County of Broomfield
- Dillon Road, West 144th Avenue Improvements Phase 1, City and County of Broomfield
- US 85, Hampden to Florida Resurfacing, CDOT Region 1
- US 160: Elmore's Corner East Conceptual Design, CDOT Region 5
- SH 340 and Redlands Parkway Intersection, CDOT Region 3
- US 36 Lyons Structures, CH2M Hill Inc. for CDOT Region 4
- US 550 South Connection SEIS Alternatives Analysis, CDOT Region 5
- SH 52 and WCR 13 Intersection Improvements, CDOT Region 4
- Nevada Flap 100(1), Sierra Vista Lane Preliminary and Final Design, Central Federal Lands Highway Division
- Donner Pass Road Preliminary Design, Central Federal Lands Highway Division
- Canyon Rims SRMA Road Network, Central Federal Lands Highway Division

Below is Danny's experience with his previous employers:

- Developed a back-calculation procedure for determining the resilient modulus of sub-grade for the Wyoming Department of Transportation's implementation efforts of the Mechanistic-Empirical Pavement Design Guide, UW Civil & Architectural Engineering Department, Laramie, Wyoming.
- Aided graduate students in data collection and analysis focusing on the impact of gas and oil truck traffic on roadways. Collected gravel roadway surface evaluation data and analyzed heavy vehicle traffic data. Completed FWD data collection used for thesis, Wyoming Technology Transfer Center.



*Existing Conditions 72nd Avenue and Union Pacific Railroad Grade Separation, City of Arvada*





## Sean Oroho PE, SE

### Project Manager / Sr. Bridge Engineer

#### EDUCATION

Bachelor of Science, Civil Engineering, Manhattan College, 2008

#### REGISTRATIONS

Professional Engineer - Civil, Colorado, #52190

Professional Engineer - Civil, Utah, #10892958-2202

Professional Engineer - Structural, Massachusetts, #51957

#### PROFESSIONAL MEMBERSHIPS

WTS Colorado

#### INDUSTRY TENURE

11 years

#### HDR TENURE

Less than 1 year

#### CLIENT TESTIMONIAL

"Mr. Oroho always was well prepared at progress meetings and provided appropriate presentation material for the topic at hand. He readily discussed design issues and was always thoroughly prepared to field questions...He is someone that I consider to be a talented engineer and a strong team member that I would recommend to others."

Lisa Fanning, PE  
Chief Engineer – Structures  
NJ TRANSIT

Sean is a Bridge Project Manager with structural design and management experience. Sean's background involves design and coordination of projects ranging from concrete and steel conventional bridges to complex movable structures for both rail and vehicular traffic. He is well versed in methods of staged construction, accelerated construction and consideration of constructability issues during the design process. His collaborative approach to project coordination across disciplines, clients and stakeholders has led to many successful projects being delivered on schedule and within budget.

#### RELEVANT EXPERIENCE

##### **Douglas County, US 85 C470 Reconstruction** *Douglas County, CO*

The project consists of the mainline improvements on US 85 and major improvements for all the intersecting cross streets including the interchange at C470. Other improvements consist of a bridge replacement and a new pedestrian underpass.

#### NON-HDR EXPERIENCE

##### **NJ TRANSIT/Conrail Raritan River Draw Bridge** *Perth Amboy, NJ*

The project consists of the concept, preliminary and final design, as well as the NEPA clearances for a new \$600M vertical lift bridge for the NJ TRANSIT commuter rail along with the Consolidated Rail Corporation (Conrail) which includes shared infrastructure for CSX and Norfolk Southern freight rail. The project includes staged construction of a new, offline 3,000 foot long bridge with a center, 300 foot movable span, while the existing tracks remain in service.

##### **Riverside bridge Replacement** *Fort Collins, CO*

The project consists of the replacement of the existing, structurally deficient Riverside Avenue Bridge in Fort Collins with a new structure capable of conveying the 100 year flows of Spring Creek while improving the multi-modal connectivity of the area. Due to tight vertical clearance and schedule constraints, this project utilized Accelerated Bridge Construction (ABC) and is one of the first uses of Ultra-High Performance Concrete for adjacent box girder joints in Colorado.

##### **RidgeGate Parkway Expansion** *Lone Tree, CO*

The project consists of the design and construction of two new bridge structures to support the expansion of RidgeGate Parkway in Lone Tree. The new structures span over Badger Gulch and Happy Canyon. This project also includes design of modifications to the existing Badger Gulch and Happy Canyon bridges to support the traffic lane, bike lane and sidewalk configuration of the final condition.





## Jeffrey Roberts PE

### UPRR Bridge Design

Jeff is a dynamic structural engineer with experience in design, detail, design check and plan set QC of various bridge components of substructures and superstructures, retaining walls, box culverts and building & facility foundations; calculating quantities; checks and providing construction cost estimates for local municipalities and various state agencies. Jeff will be working closely with Rob Thompson, who held this role on the previous UPRR bridge project. Rob is transitioning to an advisory role at HDR and will be available for consultations.

#### EDUCATION

Master of Science, Civil Engineering, Michigan State University

Bachelor of Science, Engineering, Michigan State University

Bachelor of Science, Civil Engineering, Michigan State University

#### REGISTRATIONS

Professional Engineer - Civil, Wyoming, #14112, DEC-2018

Professional Engineer - Civil, North Dakota, #PE-8825

Professional Engineer - Civil, Colorado, #46035

#### PROFESSIONAL MEMBERSHIPS

American Railway Engineering and Maintenance of Way Association (AREMA), Member, 2013-2018

#### INDUSTRY TENURE

25 years

#### HDR TENURE

3 years

#### OFFICE LOCATION

Denver, CO

### RELEVANT EXPERIENCE

**Muller Engineering Company Inc., Arvada 72nd & Indiana (Muller) Arvada, CO**  
Sub to Muller. Design of UPRR bridge over 72nd Ave. for new grade separation. Providing railroad design and environmental and permitting support for the project which goes through preliminary design.

**Muller Engineering Company Inc., Arvada 72nd UPRR (Muller) Arvada, CO**  
72nd Avenue currently crosses the UPRR at an at-grade intersection. Increasing traffic volumes on 72nd has amplified the effects of delays caused by trains blocking the crossing. The City of Arvada's goal for this project is to establish a cost estimate for constructing an underpass of the railroad that can be used for planning and budgeting. As a subconsultant to Muller Engineering, HDR is providing preliminary structural design and cost estimating for the retaining walls and the railroad bridge, providing railroad coordination, and assisting with planning for project construction phasing.

**West Mountain Metropolitan District, Grand Park UPRR Bridge Winter Park, CO**

Project management and engineering services for project support for the previously designed railroad bridge underpass for a future road and pedestrian path beneath the Union Pacific Railroad (UPRR).

**Central Federal Lands Hwy Division, CFLHD TO 09 NM FLAP 2nd St Final Boulder, CO**

The intent of this project is to improve access to the newly-designated Valle de Oro National Wildlife Refuge for vehicles, pedestrians, and cyclists. The proposed project improvements include roadway rehabilitation and widening, new curb and gutter and sidewalk on the west side between Desert and South Diversion Channel, wide asphalt multi-use trail, drainage improvements, guardrail, landscaping, lighting, signing and striping, utility adjustments and/or relocations by the utility companies as necessary, and new pedestrian bridge over South Diversion Channel for approximately 1.61 miles from the Refuge entrance north to the north side of the South Diversion Channel including the realignment of the Desert Road intersection to a T-intersection with new Railroad crossing with traffic signals and RR gates/signals.





## Eleanor Bayley

### Track Design

Eleanor is an experienced rail designer with broad design and construction experience. She has been in the industry for 17 years and has experience in high speed, commuter rail, industry, and mainline track design; port/marine track design; and civil site development.

#### EDUCATION

BEng (Hons) in Integrated Engineering with Automotive Studies, Sheffield Hallam University (UK)

#### PROFESSIONAL MEMBERSHIPS

Associate Member of the Institution of Mechanical Engineers

American Railway Engineer and Maintenance of Way Association (A.R.E.M.A.), Member

#### INDUSTRY TENURE

16 years

#### HDR TENURE

9 years

#### SKILLS

AutoCAD Civil 3D  
Microstation  
Bentley Rail Track  
Microsoft Word  
Microsoft Excel

### RELEVANT EXPERIENCE

#### **Arvada 72nd UPRR (sub to Muller) Arvada, CO**

72nd Avenue currently crosses the UPRR at an at-grade intersection. Increasing traffic volumes on 72nd has amplified the effects of delays caused by trains blocking the crossing. The City of Arvada's goal for this project is to establish a cost estimate for constructing an underpass of the railroad that can be used for planning and budgeting. As a subconsultant, to Muller Engineering, HDR is providing preliminary structural design and cost estimating for the retaining walls and the railroad bridge, providing railroad coordination, and assisting with planning for project construction phasing.

#### **City of Commerce City – State Highway 2 (SH2) Widening Project, CO**

Compiled Public Utility Commission applications and amendments for the intersections with SH2 and the BNSF Railroad for five railroad crossings within the widening project limits.

#### **Town of Berthoud, Berthoud, CO**

Assess the five railroad crossing within the town limits for the potential to create a Quiet Zone. Compiled a report with findings to present to the Town Board.

#### **City and County of Denver, Iowa Underpass Design Denver, CO**

The Iowa Avenue underpass is one of few east-west routes to cross the UPRR, BNSF, and RTD tracks in that part of Denver. HDR is designing ADA-compliant improvements to eliminate the gap along the bike route providing increased safety, clearer wayfinding, and an improved user experience along a separated facility. HDR is providing work for structural, public involvement, ROW, utilities, hydrology and hydraulics, water quality, environmental, and construction phase services.

#### **Denver Transit Partners, Eagle P3 Project Denver, CO**

The Eagle P3 Project extended commuter rail from the Denver city center on three new commuter rail lines to multiple suburban locations and Denver International Airport. As the lead design firm, HDR was responsible for all rail system planning and design. Design included 36 miles of commuter rail track and systems, corridor-wide drainage and utility work, 14 stations, 29 at-grade crossings, 36 bridges, and relocation of 4 miles of BNSF mainline tracks.





## Wendy Wallach

### Environmental Services

#### EDUCATION

Masters of Urban and  
Regional Planning,  
University of Colorado

Bachelor of Arts,  
Geography, Clark University

#### INDUSTRY TENURE

27 years

#### HDR TENURE

3 years

Wendy is Senior Project Manager with 20 years of experience in the transportation planning industry, with a focus on management of National Environmental Policy Act (NEPA) documents and stakeholder coordination. As a recognized NEPA expert with private and public sector experience, Wendy has a unique combination of technical expertise, an understanding of Federal, State and Local compliance requirements, and supervisory skills. Whether working as a project manager, a task lead or a project planner, Wendy has a history of establishing successful stakeholder coordination and outreach programs during roadway, transit, and multi-modal projects. Wendy's work has been primarily focused in the Mountain West for the Federal Highway Administration and the Federal Transit Authority but has also included the Federal Railroad Administration.

### RELEVANT EXPERIENCE

#### **Arvada 72nd & Indiana (sub to Muller) Arvada, CO**

As a sub to Muller Engineering, HDR designed a UPRR bridge over 72<sup>nd</sup> Ave. for new grade separation. Providing railroad design and environmental and permitting support for the project which goes through preliminary design.

#### **Arvada 72<sup>nd</sup> UPRR (sub to Muller) Arvada, CO**

72nd Avenue currently crosses the UPRR at an at-grade intersection. Increasing traffic volumes on 72nd has amplified the effects of delays caused by trains blocking the crossing. The City of Arvada's goal for this project is to establish a cost estimate for constructing an underpass of the railroad that can be used for planning and budgeting. As a subconsultant, to Muller Engineering, HDR is providing preliminary structural design and cost estimating for the retaining walls and the railroad bridge, providing railroad coordination, and assisting with planning for project construction phasing.

### NON-HDR EXPERIENCE

#### **CDOT DTR, State Freight and Passenger Railroad Plan,**

Wendy served as the Rail Program and Special Projects Manager for the Division of Transit and Rail (DTR) at the Colorado Department of Transportation (CDOT). During her tenure in this position, she co-managed the Colorado's first State Freight and Passenger Railroad Plan. The study concluded in January 2011. As part of the plan, she conducted outreach to stakeholders around the State. She coordinated with FRA, as well as Class I and II railroads on identifying priorities for the plan. Her clients have included various departments of transportation in Colorado, Wyoming, Montana, Nebraska, Oklahoma and Utah as well transit agencies including the Denver Regional Transit District and the Utah Transit Authority.





## Tara Bettale

### Public Involvement

Tara leads our Strategic Communications team in Denver. Prior to HDR, she served as a public information manager for Denver's transit agency, the Regional Transportation District (RTD), working on the FasTracks Eagle P3 Commuter Rail and Union Station Redevelopment projects. Tara provides leadership and guidance during challenging stakeholder issues, creates innovative public outreach plans to mitigate for social and political crises that could derail a project, and is effective in addressing issues and concerns with local agencies, business owners, and residents alike.

#### EDUCATION

Bachelor of Science,  
Journalism/News Editorial  
University of Colorado,  
Boulder, May 2007

#### PROFESSIONAL MEMBERSHIPS

American Public  
Transportation Association

Women in Transportation  
(WTS) Colorado Chapter

#### INDUSTRY TENURE

6 years

#### COMMUNICATIONS EXPERIENCE

11 years

#### HDR TENURE

1 year

### RELEVANT EXPERIENCE

#### **Regional Transportation District (RTD): First & Last Mile Strategic Planning Study, Denver, CO**

Tara is the stakeholder engagement and public outreach lead for an eight-county wide First & Last Mile study funded by Denver's transit agency, RTD. She oversees the team handling the facilitation of stakeholder advisory committee meetings, a massive public outreach campaign with digital and online comment tools, grassroots event outreach in Environmental Justice (EJ) communities, and other project management support tasks.

#### **RTD, Eagle P3 Commuter Rail Infrastructure Project, Denver, CO**

Tara was employed by RTD as the public information manager for the FasTracks Eagle P3 commuter rail infrastructure project. Tasks include press release writing, media interviews (TV, print and radio), social media post development, newsletter and blog articles, website updates, daily stakeholder communications, crisis communication, internal communications, monthly federally-required report writing, presentation development, meeting and event planning/logistics, and conduction of public and stakeholder tours.

#### **City and County of Denver, Iowa Underpass Design, Denver, CO**

This underpass is one of few east-west routes to cross the UPRR, BNSF, and RTD tracks in that part of Denver. Tara has worked hand-in-hand with the project team to set up one-on-one property owner meetings and community events to keep everyone updated on the status of the project and proposed improvements of the underpass.

#### **Boulder County Public Outreach, Branding & Marketing for FLEX & L Bus Routes, Boulder, CO**

Tara is the project manager for the public outreach, branding and marketing for Boulder County's grant program for the FLEX & L bus routes, which received grant money to increase bus trips along those routes.





## Tony Mazzeo RLA

### Site Design Principal

#### EDUCATION

Master of Landscape Architecture, University of Pennsylvania, 1993

Bachelor of Science, Landscape Architecture, Rutgers University, 1984

#### REGISTRATIONS

Registered Landscape Architect, Colorado, #615

#### INDUSTRY TENURE

30 years

#### HDR TENURE

Less than 1 year

Tony brings over 26 years of design experience on a wide range of landscape and planning project types. His work focuses on how the creative combination of landscape architecture and architecture might create new relationships between city and nature. Tony's expertise lies in providing design solutions that are ecologically and culturally responsive while being cost-effective and economically responsible. He is also a Senior Instructor in the graduate Landscape Architecture program at the College of Architecture and Planning at the University of Colorado - Denver.

### RELEVANT EXPERIENCE

#### NON-HDR EXPERIENCE

##### **The Move (Rain Garden Streetscape), Castle Rock, CO**

Located on a steep hillside in a redeveloping area near downtown Castle Rock, this mixed use project presented unique challenges and opportunities for the design team. With the proposed building extending to the property line on all sides, the streetscape needed to accommodate not only cars and people, but perform water quality duties as well. This was accomplished through the deployment of a string of raised concrete planters cascading down the edge of a sloping sidewalk providing separation of cars and people, and the shaping of public spaces. The planters' other function is revealed during rain events with water spilling from the overflow weirs that connect the terraced planters sequentially down the hill.

##### **University of Colorado East Campus Transit, Boulder, CO**

A master plan study for a multimodal Transit Center on the East Campus of the University of Colorado. This project currently under design will feature a two-phased transit stop that will incorporate regional RTD buses, as well as campus shuttle buses. Car parking, bike storage, pedestrian amenities, site lighting, solar panel shade structure, and integrated rain gardens round out the physical elements to be accommodated. A key design consideration is the eventual reconfiguration of Discovery Drive, the main road cutting through the campus, into a primary pedestrian promenade for the evolving East Campus.

##### **FR8scape (at Taxi), Denver, CO**

This project was the site of a former freight yard on the Taxi campus. The design direction acknowledged the former industrial use, leaving artifacts of the past while cutting into the existing asphalt and concrete to accommodate a new landscape agenda of storm water management and outdoor social spaces.



**CLANTON & ASSOCIATES**

LIGHTING DESIGN AND ENGINEERING

## David Roederer, LEED AP, IES

### Senior Designer



David Roederer began designing for Clanton & Associates, Inc. in 2005. His broad range of experience includes working for lighting design firms in New York, Memphis, and creating his own in Oxford, Mississippi. David migrated to architectural lighting from his beginnings as a theatrical lighting designer working off-Broadway in New York City. Before starting Oxford Lighting Consultants in 1995 he lit the University of Mississippi's television studio for educational, entertainment and sports programming. His diverse design background now brings imaginative dynamic lighting solutions for Clanton & Associates' projects such as the new Central Library for Austin, Texas. His innovative electric and daylight integration for an office environment received the first LEED V3 Platinum rating when he designed the lighting for the USGBC Headquarters.

#### Selected Project Experience:

##### Pedestrian Underpasses

SH119 & Airport Road Pedestrian Underpass, Boulder County, CO  
 SH119 & Hover Road Pedestrian Underpass, Longmont, CO  
 Kipling Parkway Underpass, Arvada, CO  
 Pitken County Pedestrian Tunnel, Aspen, CO  
 McCaslin Underpass, Louisville, CO  
 Baseline Road Bike/Ped Underpass, Boulder, CO  
 Wonderland Creek Underpasses, Boulder, CO  
 Vail Simba Run I-70 Underpass, Vail, CO  
 Erie Pedestrian Underpass Repair, Erie, CO

##### Roadway

120th and Federal Intersection, Westminster, CO  
 Vine and Shields Intersection Improvements, Fort Collins, CO  
 US24 Roadway Improvements, Buena Vista, CO  
 Diagonal Highway Improvements, Boulder, CO  
 Washington Street Widening Project, Thornton, CO  
 Parker Road between Florida Avenue and E. Jewell Avenue, Arapahoe County, CO  
 University Hill Critical Pedestrian Corridor Lighting Improvements, Boulder, CO  
 Linden Street Urban Design, Fort Collins, CO  
 Willow Street, Fort Collins, CO  
 Lookout Mountain Lid, Golden, CO  
 10th Street Improvements, Greeley, CO

#### Education

- Bachelor of Fine Arts - Theatrical Lighting Design, University of Texas, Austin

#### Professional Affiliations

- Illuminating Engineering Society of North America
- Designer's Lighting Forum, Denver, CO
- US Green Building Council

#### Accreditation

- LEED Accredited Professional, Building Design and Construction (USGBC Leadership in Energy and Environmental Design)

#### Awards and Honors

- IESNA Award of Merit 2000: FedEx World Technology Center, Collierville, TN
- IESNA Award of Merit, 2002: St. Francis of Assisi Catholic Church, Jackson, MS
- IALD Award of Merit 2010 USGBC Headquarters



**CLANTON & ASSOCIATES**

LIGHTING DESIGN AND ENGINEERING

## Annie Kuczkowski, BS, EIT

### Engineer II– *Lighting*



Annie joined Clanton & Associates in 2013 and provides engineering, design, management, analysis, renderings, and support through all phases of the project. Annie has always been drawn to the emotion that lighting creates, from architectural emphasis and theatrical lighting, to the health benefits that come from daylighting and electrical lighting.

Annie has project lighting experience in public service lighting, healthcare industry, transportation facilities, tunnels, and municipal street light master planning. Additionally, she has developed lighting codes for state governments. She is adept with a variety of software programs which allows her to provide in-depth analysis of different design options and develop renderings of the lighting experience.

#### Selected Project Experience:

##### Roadways

I-70B 1st and Grand Avenue, Grand Junction, CO\*\*  
 US6 Clifton Corridor, Clifton, CO\*\*  
 56th Avenue, Denver, CO\*\*  
 Iliff Avenue, Arapahoe County, CO\*\*  
 SH224 Washington Avenue to SH6, Adams County, CO\*\*  
 6th Avenue Parkway Extension, Aurora, CO\*\*  
 Washington Avenue, Golden, CO\*\*  
 Second Creek Potomac, Commerce City, CO  
 Breckenridge Crosswalk, Breckenridge, CO  
 Breckenridge Four O'clock Roundabout, Breckenridge, CO  
 3rd & Perry, Castle Rock, CO  
 Vail Simba Run I-70 Underpass, Vail, CO

##### Street Lighting Evaluations, Demonstrations & Design Guides

CDOT Street Lighting Design Guide, Colorado Department of Transport\*\*  
 City and County of Denver Lighting Design Guide, Denver, CO  
 South Salt Lake Master Plan, South Salt Lake, UT\*\*  
 UC Berkeley Pathway Safety Lighting Plan, Berkeley, CA  
 Gateway Village Lighting Study, Denver, CO\*\*  
 Aurora Light Rail Corridor Lighting Study, Aurora, CO  
 Aurora Arts District Colfax Avenue Lighting Study, Aurora, CO  
 Olde Town Arvada Lighting Evaluation, Arvada, CO  
 Federal Intersections Lighting Study, Denver, CO  
 City of San Jose Photometrics, San Jose, CA

\*\* Projects in design and / or construction

#### Education

- Bachelor of Science, Architectural Engineering / Illumination, University of Colorado, Boulder

#### Professional Affiliations

- Illuminating Engineering Society of North America

#### Professional Registrations

- EIT - Engineer In Training

#### Awards and Honors

- AGI 2014 Rendering Contest





## EDUCATION

MS, Management, University of Colorado, 2011  
MBA, University of Colorado, 2006  
Bachelor of Science in Civil Engineering, Valparaiso University, 2000

## REGISTRATIONS

PE Colorado #39293

## EXPERIENCE

Total years of experience: 18  
Total years with current firm: 12

## DANA BIJOLD, PE

### UTILITY PROJECT MANAGER

Dana Bijold, PE, has more than 18 years of experience in a wide variety of civil and transportation engineering projects. As Project Manager for Goodbee & Associates, Inc., Dana leads all aspects of utility inventories and investigations for transportation design and planning studies. Her interdisciplinary design background results in efficient identification of utility conflicts. Her proven relationships with the utility companies results in the development of relocation solutions to resolve conflicts with proposed plans and improvements. Dana's additional experience includes: locate and utility test hole coordination; utility specifications; cost estimate for utility relocations, and wet utility design. Dana is well-versed and experienced in both AutoCAD and MicroStation mapping and design. Dana's broad and well-rounded design experience comes from providing services to larger agencies such as CDOT and RTD as well as serving smaller local municipalities.

## SELECT PROJECT EXPERIENCE

### 39th Avenue Greenway/Park Hill Dentation Design Build Project | Denver, CO

Client: City and County of Denver

Dana is the Lead Utilities Project Manager on the Goodbee team for the 39th Avenue Greenway / Park Hill Dentation Design Build Project. Dana is the lead designer for utility design, coordination and relocation; and supervises the efforts of the Goodbee support team to coordinates with the City and Utility Owners to ensure that all Utility Work is performed in accordance with Utility Agreements and Utility Data, and is responsible for relocating or protecting in-place other Utilities affected by the Project. The Project generally consists of the design and construction of a Greenway along 39th Avenue, which will collect and convey floodwater through an open channel and piped systems to the outfall at Globeville Landing Park.

### National Western Center Denver Rock Island Railroad Relocation (NWC Rail Consolidation Design Project) | Denver, CO

Client: City and County of Denver

Project Manager responsible for providing utility design for the DRIR relocation. Our team will develop utility plans at 30%, 60%, 90%, Construction Documents. Currently the Denver Rock Island Railroad has two active corridors though the National Western Center Site. This project will consolidate the DRIR tracks along National Western Center Drive and include the design and construction of a new rail maintenance facility.

### E-470 Widening Quincy Avenue to I-70 | Aurora, CO

Client: E-470 Highway Authority

Dana will serve as utility design manager for this widening project. Dana will work with her team to develop ASCE 38 compliant utility plans for a 30% submittal. This 30% design will an integral component used by the





A National Land Service Company

**J E PARKER, JR., ESQ.**

## **SUMMARY**

Mr. Parker has worked in the land services field for 38 years (25 years with Peck) and has developed an extensive background in land titles, contract analysis and preparation, property rights acquisition and project management. His project management experience runs the gamut from rail, oil and gas exploration, oil and gas pipeline, water/wastewater, electric transmission and distribution, and Uniform Act and non-Uniform Act road and highway projects for clients such as the Colorado Department of Transportation, City and County of Denver, the Cities of Arvada, Aurora, Wheat Ridge, the Regional Transportation District, Metro Wastewater Reclamation District, Sound Transit and many more. He has produced expert reports on oil and gas and surface title matters for the Colorado Attorney General's office and has testified as an expert in land title and related issues in several cases. As the COO of Peck's title, title insurance and escrow/closing group, he has been directly involved in all of the major railroad acquisitions for RTD's FasTracks program and in connection therewith has written title insurance policies in excess of \$200 million dollars to date.

## **BACKGROUND**

June 2003      **EXECUTIVE VICE PRESIDENT & GENERAL COUNSEL – H.C. Peck**  
Present        & Associates, Inc. (From 1995 through May, 2003 - Vice President & General  
                         Counsel)

Responsible for providing advice to the Company on internal matters and management of activities performed on behalf of Company clients and projects.

Prior direct work for Company clients has also included negotiating and processing (encompassing field review, route determination, valuation, contract drafting and the contracting of outside professionals; e.g., engineers, planners and appraisers to aid in application due diligence) all requests for rights-of-way by third parties on school trust lands (approximately 2.8 million acres) administered by the Colorado State Land Board

Other duties involved the direct supervision of all property acquisition activities on railroad expansion projects in Colorado, Wyoming, Nebraska, South Dakota, Iowa, Missouri, Utah, Idaho and California for BNSF Railway and the Union Pacific Railroad, including title examination, property valuation/appraisal, purchase negotiations, real estate closings, governmental permitting, due diligence and property acquisition for wetland loss and endangered species habitat mitigation, litigation management, and overall project coordination with client personnel.

## **EDUCATION**

University of Denver College of Law, J.D. 1995 – Top 20% of Class  
Admitted to the Colorado Bar in 1995 – Registration No. 26203  
Oklahoma State University, B.S. (Business Administration – Finance) 1980

## **PROFESSIONAL AFFILIATIONS**

Denver and Colorado Bar Associations  
    Member - Real Estate Section of CBA  
    Member - Natural Resources & Energy Section of CBA  
International Right-of-Way Association  
    Current At-Large Member and Past Chair - International Electric & Utilities Committee  
    Past President (2009-10) – Chapter 6





## AARON MURPHY, PLS

ASSOCIATE PRINCIPAL, SURVEY MANAGER

Aaron Murphy is an Associate Principal and the Survey Manager at Harris Kocher Smith. Aaron joined the company in 2004 as a survey technician and became the Survey Manager in 2013. He has over 20 years of experience in the land surveying industry. Aaron manages a wide variety of surveying and mapping projects for public and private clients throughout the Front Range of Colorado.

### PROFESSIONAL LICENSES

Professional Land Surveyor:  
Colorado

### PROFESSIONAL AFFILIATIONS

Professional Land Surveyors of  
Colorado (PLSC)

### RELEVANT PROJECT EXPERIENCE

#### City of Arvada 72nd Ave and Union Pacific Rail Road (UPRR) Survey–Arvada, CO

Survey Manager for the preliminary design survey for an at-grade crossing redesign to provide a railroad bridge over 72nd Ave. As a subconsultant to HDR and Muller Engineering, HKS established horizontal and vertical control, performed a topographic survey of the project corridor, created ownership maps, and determined right-of-way and property lines. Survey work within the UPRR property included locating the existing rail and appurtenances. Final deliverables included right-of-way plans and legal descriptions with exhibits for acquisition.

#### City of Arvada 72nd Ave and Indiana St Survey–Arvada, CO

Survey Manager responsible for the preliminary design survey for this capital improvements project to widen the intersection of 72nd Ave and Indiana St in all four directions. As a subconsultant to Muller Engineering, HKS established horizontal and vertical control, performed a topographic survey of the project corridor, created ownership maps, and determined right-of-way and property lines. Final deliverables included right-of-way plans and legal descriptions with exhibits for acquisition.

#### City of Louisville Bullhead Gulch BNSF Pedestrian Underpass–Louisville, CO

Survey Manager for Unmanned Aerial Vehicle (drone) supplemental design survey for approximately 200' on either side of a proposed pedestrian underpass. The project area included the entire BNSF railroad right-of-way and an adjacent box culvert and offsite storm sewer inlet. As a subconsultant to Atkins, HKS provided surveying services including verification of existing control, established additional panel points, and obtained right-of-entry from property owners. Final deliverables included an overall base design survey with 1' contour interval delineating rights-of-way, property lines, topography, improvements, and utilities. An ownership map delineating existing rights-of-way, property lines, owner's names and addresses with an overlay of proposed rights-of-way and easements for acquisition was also provided. A metes and bounds legal description and exhibit map delineating the location of proposed construction and maintenance easement with the BNSF property was also provided.



www.HarrisKocherSmith.com



**GREGORY R. FISCHER, PhD, PE**  
**GEOTECHNICAL ENGINEER**

***Education:***

PhD, Civil Engineering, University of Washington, 1994  
MS, Civil Engineering, University of Illinois, 1986  
BS, Civil Engineering, University of Illinois, 1984

***Registrations and Certifications:***

Professional Engineer, Colorado (34461), 2000



Dr. Greg Fischer has more than 31 years of experience providing geotechnical engineering services on public and private transportation projects. Greg has designed and managed the geotechnical aspects of major civil engineering projects, including major highways, railroads and transit systems. His experience on transportation projects includes planning subsurface exploration programs in urban, congested areas; managing field and office work; providing foundation recommendations for new bridges and bridge widenings; designing cut-and-fill retaining walls, including mechanically stabilized earth (MSE) walls, tieback walls, soil nail walls, conventional concrete cantilever walls, and noise barrier walls; evaluating rockfall hazards and providing recommendations for rock slope stabilization; designing embankments over soft ground conditions; providing recommendations for excavations and fills; and providing subgrade parameters and design. His project experience spans 20 states and five countries. He also has taught soil mechanics, foundation engineering, and professional practice courses, and lectured throughout the United States. His technical skill in soil and rock behavior, coupled with strong management training and experience allows him to excel at managing large, fast-track, and complicated projects.

***W. 72<sup>nd</sup> Avenue Projects | Arvada, CO***

Greg served as Project Manager for two roadway improvement projects along 72<sup>nd</sup> Avenue in Arvada: one at the intersection at Indiana Street and another at the Union Pacific Railroad grade separation. Work for these projects included subsurface investigations; laboratory testing; pavement evaluation and design; and geotechnical analysis and design recommendations for roadway subgrade and earthwork, retaining walls, and bridge foundations.

***Baptist Road West | El Paso County, CO***

Greg oversaw the geotechnical engineering for this replacement bridge project that would re-route Baptist Road over the UPRR tracks. The proposed three-span replacement bridge was intended to reduce traffic delays and safety concerns in the vicinity of the existing, at-grade crossing with the UPRR tracks. Shannon & Wilson's work included the geotechnical design report and recommendations for bridge foundations, earthwork and embankments, retaining walls, a road widening cut wall, pavements, and construction.

***East Las Vegas Street/Spring Creek Crossing | Colorado Springs, CO***

Greg served as Project Manager of geotechnical engineering consulting services for a new at-grade roadway crossing of the UPRR between Hancock Expressway and East Las Vegas Street under the U.S. Highway 24 overpass. Scope included subsurface explorations, laboratory testing, geotechnical engineering studies, as well as conclusions and recommendations for design of the roadway features, including pavements, culverts and retaining walls.

***UPRR Bridge Project | Delta, CO***

Greg was the Project Manager of geotechnical services for a proposed 83-foot-long, three-span bridge over the Uncompahgre River in Delta, Colorado for the Union Pacific Railroad. Subsurface conditions were explored by drilling four borings for the proposed bridge and completing laboratory tests on samples from the borings. Recommendations were provided for drilled shafts and steel H-piles and abutment walls.



# SCOPE OF WORK AND SCHEDULE





## SCOPE OF WORK AND SCHEDULE

### SCOPE OF WORK

The following scope and fee are structured to represent the effort required to provide the design services as described in the RFP and are based on our experience with other similar projects. In the case of the previously performed preliminary design (Kipling Street to Quail Street), the scope and fee are based on a reasonable prediction of the required tasks needed to take the design to completion. Due to the preliminary nature of the current design, there may be a need to explore alternatives for some design elements depending on input from the City. Because of the uncertainty of the scope involved to explore alternative design elements between preliminary and final design, our assumption for scoping and budgeting the project was to assume the preliminary design would be carried forward as such to final design. If the City desires an evaluation of design options, we will be happy to develop a scope and fee in accordance with the effort required.

In some cases, we have provided a list of potential additional services to represent what could be needed to provide the design that best meets the needs of the City. For example, we have scoped a noise analysis task to provide basic information to the public. However, we have not scoped a full *Noise Technical Report* since doing so may not meet the City's objectives. In this case, the full report is identified as an additional service.

*The full Scope of Work is included in Appendix A and Project Fees are shown in Appendix B.*

### PROJECT SCHEDULE

One of the primary goals and challenges for the West 72nd Avenue project is to meet the goals of the proposed bond election and funding source to spend 85% of the project budget within three years of starting the project. With a total budget of \$64,500,000, the bond issue will require completion of \$54,825,000 within three years of December 2018, based on the anticipated notice to proceed date of November 26, 2018.

While a preliminary design is complete for the UP underpass and widening between Kipling Street and Oak Street, no work is completed for West 72nd Avenue between Quail Street and Simms Street, and the preliminary design completed between Oak Street and Quail Street is for a transition from a four-lane roadway at Oak Street to the existing two-lane section at Quail Street. As a result, design work for the 0.5-mile section from Oak Street to Simms Street has not been started. Also, additional data collection work is required for survey, geotechnical and pavement investigations, utilities, irrigation facilities, and environmental resources from Quail Street to Simms Street and needs to be

completed. We propose to extend the additional data collection west of Simms Street to the extent required to provide a safe and efficient intersection there, and a transition from the West 72nd Avenue and Simms Street intersection from a four-lane section to the existing two-lane section at that point.

As a part of the Oak Street to Simms Street section, Arvada also wishes to conduct an intersection analysis at West 72nd Avenue and Simms Street to determine the best type of intersection improvements to improve safety and operations. This work will be one of the early action items in the design of the western part of the corridor.

To meet the funding requirements to complete 85% of the budgeted improvements within three years, Muller proposes to break the project into two construction packages. Since the portion of the project from Kipling Street to Oak Street is 30% complete, and the preliminary design already reviewed by the UP, we propose to proceed with the final design of this segment first. This segment also includes the vast majority of the construction work with the railroad underpass, retaining walls, extensive utility relocations, drainage improvements, and right-of-way requirements. By proceeding with this segment as the initial construction package and completing construction within the three-year window, we project that \$54,825,000, or 85% of the project budget, can be spent by December 2021.

*Cumulative Spending for Project Based on Muller Schedule* on the following page outlines Muller's proposed schedule to complete the West 72nd Avenue project in two construction packages:

1. West 72nd Avenue Kipling Street to Oak Street
2. West 72nd Avenue Oak Street to Simms Street

This graphic also illustrates the burn rate for the project funding, the cumulative spending for engineering, right-of-way acquisition, and construction from December 2018 through May 2023. While design and right-of-way of the second project can be completed within the critical three-year window, construction of the second breakout project could be completed afterward during the last two years of the overall five-year period. Our schedule shows the second project completion about six months before the five-year period expires.

While our proposed approach to phasing the project can meet the time constraints of the bond money as outlined in the RFP, there are several critical path items to manage:

- Work interactively with the UP to assure that their expectations are met with the plan submittals at the designated review milestones.
- Keep the PUC in the project loop along with the UP.



- Break out the UP shoofly design and the temporary West 72nd Avenue crossings to initiate PUC permitting process for the temporary crossings and signalization early in the final design phase.
- Railroad reviews need to be completed in the time frames outlined in the *Union Pacific Railroad – BNSF Railway Guidelines for Railroad Grade Separation Projects*.
- Right-of-way plan development must start early in the final design phase of each project so the right-of-way acquisition process (appraisals and acquisition) can begin as early as possible.
- Complete appraisals and right-of-way acquisition within a one-year period.
- Keep utility and irrigation owners informed to expedite utility and irrigation agreements required to construct the UP underpass and related improvements.

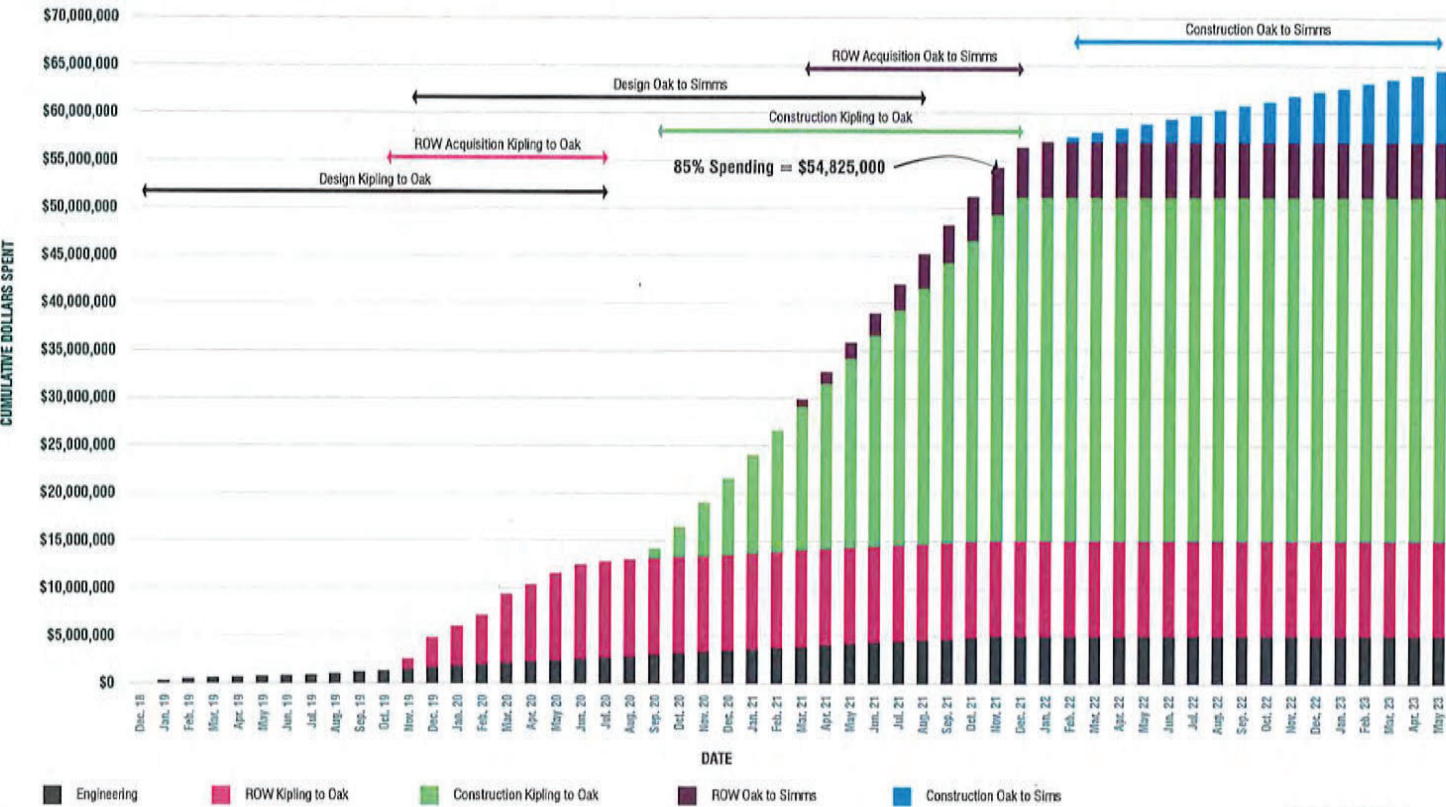
During the design of the preliminary phase of the UP underpass, funding for construction was not identified. As a result, Arvada negotiated an abbreviated UP review process and reduction in review fees with the UP. We propose to assist Arvada staff with the UP work to confirm the comments made by the UP on the preliminary plans so we can begin work toward the 60% review with the railroad.

By hiring the Muller HDR team, Arvada will benefit from our confidence in the work we completed and our ability to immediately proceed with the next phase of the project. Bringing in a new consultant can delay the project as they attempt to review the completed work to gain the confidence to proceed that our team already has. With the tight time frame to move the project ahead to meet funding requirements, the Muller team can “hit the ground running” giving Arvada the best chance to meet the commitments. In addition, most of the Muller HDR team key staff members have established relationships with Lance Kippen at the UP and Pam Fishhaber at the PUC, specifically for this project. Our management team also established working relationships with the utility companies in the area and the irrigation companies on the project. These representatives of critical path review and approval agencies will see familiar faces on the Muller HDR team thereby creating confidence in the City of Arvada team as this important project moves forward.

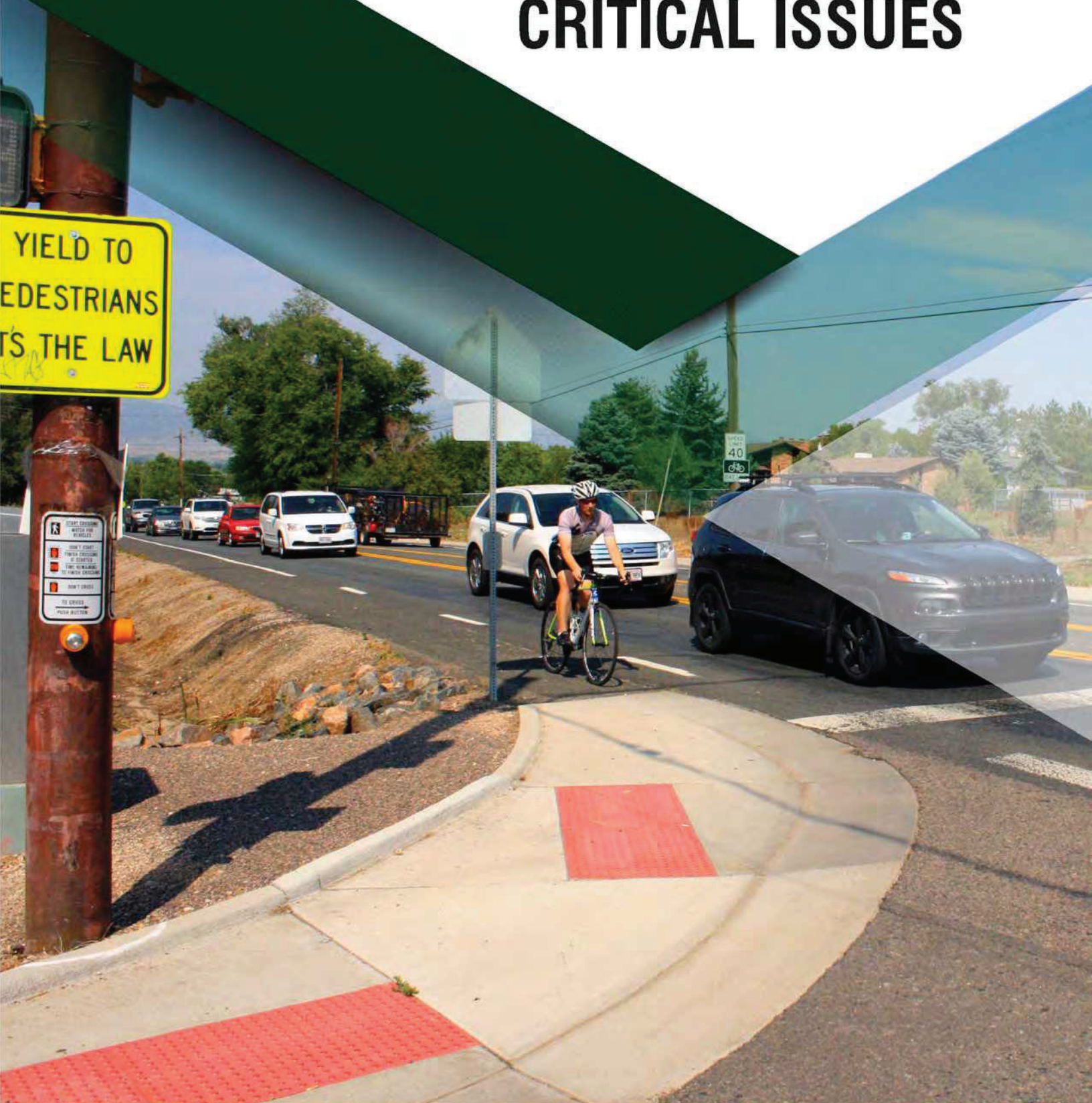




Cumulative Spending for Project Based on Muller Schedule



# APPROACH AND CRITICAL ISSUES





## PROJECT APPROACH AND CRITICAL ISSUES

*Figure 2 - Design Concept and Critical Issues*, located at the end of this section, illustrates the Muller team's understanding of and approach to the West 72nd Avenue - Kipling Street to Simms Street project, along with the constraints that our team will encounter and resolve during the project design.

### APPROACH TO PROJECT MANAGEMENT

In looking at the Organizational Chart, you will see Bob Fearn and Geoff Mestas identified as Muller's Senior Project Manager and Deputy Project Manager respectively. Why two project managers, and what benefit does this bring to the City? Our reasoning for this is as follows. Bob, with more than 25 years of transportation experience, can bring a degree of knowledge, problem solving, and stakeholder coordination to the project when needed. Bob can easily communicate with City staff at all levels to resolve issues, assure commitment of resources, ensure that the project is complying with the City's vision, and most importantly, help to keep the ball moving forward on this fast-paced and important project.



**Project Manager**

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Robert Fearn, PE

**Deputy Project Manager**

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Geoff Mestas, PE

To facilitate this, Bob will rely on well-established and respected relationships with the City that have strengthened over the past few years and have roots with the City as far back as 1999 on Muller's Kipling Street - West 72nd Avenue to West 80th Avenue project. Bob's role will be one of overarching City coordination at a high level, vigilance with regard to clearing roadblocks to progress, and commitment to the City from Muller that is endorsed by Muller's senior management.

Geoff, one of Muller's rising stars, is the perfect candidate for the Deputy Project Manager role: he is passionate, driven, extremely knowledgeable, and very eager to see this project through to final design and on to construction. Geoff was instrumental in leading the West 72nd Avenue Improvements Preliminary Design - Quail Street to Kipling Street with UP Underpass, and knows the project area backward and forward. Having grown up in Arvada (just several blocks away from the project site), and having family still living in Arvada, Geoff is not only familiar with the project corridor, but has significant knowledge of how the project fits in with the larger community. Geoff is skilled at juggling multiple tasks and is a strong design leader who consistently achieves positive results. Geoff is also very skilled at maintaining client communications and is a "go-to-guy" on a daily basis. Geoff's role will be one of direct day-to-day management of the design team and the first line of communication with the City's Project Manager, Derek Webb.

This management arrangement will bring a fast and flexible, multi-level management approach to move the project forward. It will provide maximum benefit to the City by distinctly defining communication roles, priorities, and objectives.

### APPROACH TO WEST 72ND AVENUE - KIPLING STREET TO OAK STREET

With the preliminary design for this segment completed, along with a review of the plans by the UP, our approach is to move directly into the 60% plan design phase. One of the first tasks will be to meet with the UP to confirm the review comments from the 30% submittal package, and make sure we can proceed with the 60% design of the underpass. As the project progresses to 60% design, we will confirm and finalize the tops and toes of slopes, finalize the right-of-way requirements, and move ahead with the production of the right-of-way plans, legal descriptions, and exhibits. These are two critical path items to be completed in order to meet the schedule and expend the project budget to meet conditions of Arvada's November 2018 ballot measure to, "Allow the City to issue up to \$125 million in debt to overhaul two heavily traveled corridors in the fast-growing city." The West 72nd Avenue - Kipling Street to Simms Street corridor is one of these projects.

Our project schedule in *Section 4 - Scope of Work and Schedule* shows a value engineering phase of the project to be completed early in the 60% design phase. This work could be added to our Scope of Work to develop value engineering ideas presented in our December 2017 *Memorandum for the Preliminary Design* and other items as discussed later in this section.



## UNION PACIFIC GRADE SEPARATED CROSSING AND RETAINING STRUCTURES

A key feature of the West 72nd Avenue - Kipling Street to Simms Street project will be to construct a grade separated crossing to replace the existing at-grade crossing of the UP Railroad and West 72nd Avenue. To achieve this, West 72nd Avenue will be lowered in the vicinity of the UP crossing to create the grade separation. The West 72nd Avenue lowering will be supported by a network of new retaining walls and a bridge to support the UP's facility over West 72nd Avenue. Several key issues are discussed in greater detail in this proposal, primarily related to coordination with the UP to maintain operations during construction, the associated construction staging of the new bridge to support that initiative, and right-of-way impacts related to lowering West 72nd Avenue.

The new UP structure will feature elements such as a high skew angle, which UP will want to see from an experienced firm that has previously designed this type of structure, such as HDR. The structure will also feature a two-track section across the bridge. The Muller HDR team have already worked with the City to coordinate with the UP regarding these design features. Our team developed the concept and 30% design submittals, met with the UP and the Colorado Public Utility Commission (PUC), and responded to UP's input on the concept design. The Muller HDR team have identified issues and potential solutions related to the retaining wall design and constructibility in an area with high groundwater, and phasing the installation of a new storm sewer with the wall and bridge construction. Design elements such as these tie back to mitigating project impacts on stakeholders. On a high-profile project, where schedule is critical, the Muller HDR team bring an unmatched institutional knowledge that allows us to immediately advance the project.

The grade separated UP crossing will require a coordinated design and outreach effort in order to meet the City's goal to utilize 85% of project funding by the end of 2021 and complete the project by 2023. Looking at only the grade separation design, entities such as the UP, PUC, and the City have varying requirements and approval processes. These will need to be effectively planned for and diligently executed to keep the project on target and to meet the City's goals. Anytime work is done on or near a rail facility, careful planning is required to understand the railroad's expected role in the project. The consultant team must possess a thorough and complete understanding of the railroad's operations and limits of third-party access to the UP's facilities. Success on this project requires a comprehensive understanding, by all stakeholders, of the scope, schedule, and limits of construction for items such as the proposed bridge, temporary rail shoo fly, temporary signals, and cutover construction.

Because this project is locally funded through the City's bond initiative, specific coordination elements are included such as the potential for up to a 50/50 split for the costs of the grade separation between the City and the UP. The Muller HDR team understands that this is just one of the project elements that can introduce significant schedule and cost risk. The consultant team will work with the City to balance cost savings with project risk, including intangible effects that could affect coordination efforts with the UP and PUC.

Projects like this one often tend to be



*HDR's High Skew Railroad Bridge, Castle Rock, Colorado*

heavily reliant on human interaction and coordination, maybe even more so than technical expertise. The Muller HDR team possess both the technical expertise and relationships to effectively bring the key stakeholder's individual priorities to the table and progress forward with a common goal for the betterment of all users.

## APPROACH TO RIGHT-OF-WAY ACQUISITION

Right-of-way acquisition is a critical-path item for this project. A focus of the design effort will be to assess actual impacts to each of the non-full-take residential properties once survey and design have progressed to the point where we are prepared to make the individual calls. The team is committed to making this happen, but we also realize that we will not know the full extent until the design has progressed further. This is particularly true for the west portion of the project from Quail Street to Simms Street. Therefore, we have chosen to go with a complete approach (which is also indicated in the City's response to questions) to avoid the need to look for additional funding once we are into the project. The Muller HDR team will work pursuant to the scope that the City set forth in the RFP under the protocols of the Uniform Relocation Assistance and Real Property Acquisition Act (URA), while at the same time look for ways to cut time and cost in carrying out the scope.



This places emphasis on the determination if additional full-takes will be required. This is necessary as there could be long lead times when finding suitable replacement property could be needed.

### APPROACH TO WEST 72ND AVENUE OAK STREET TO SIMMS STREET PROJECT

Some new data collection efforts are required for the segment of West 72nd Avenue between Quail Street and Simms Street. Also, no design work is completed in this section, and the design work completed between Oak Street and Quail Street is for a pavement width transition. The Muller HDR team will complete additional data collection for this segment of the corridor including design survey, geotechnical and pavement design investigations, and utility and irrigation facility data. While completing the preliminary work for the West 72nd Avenue Improvements Preliminary Design - Quail Street to Kipling Street with UP Underpass, our surveyor established survey control and existing right-of-way to Simms Street. The survey will need to extend west of Simms Street to complete the intersection design and tapers back to the existing roadway width west of Simms Street.

Our approach to widening West 72nd Avenue west of Oak Street is to extend the typical section west along the established centerline of West 72nd Avenue at the Oak Street intersection. This alignment fits well into the existing right-of-way with the least amount of required right-of-way acquisition. Careful consideration will

be given to build off of improvements done on the east side of Simms Street, as well as the ultimate connection to the Ward Road intersection. This design approach is shown in our layout for West 72nd Avenue on *Figure 2 - Design Concepts and Critical Issues*. We are holding the south edge of pavement, which remains constant between Ward Road and the east leg of the Simms Street and West 72nd Avenue intersection, while widening to the north to accommodate the full West 72nd Avenue typical section. This design will be further vetted during preliminary and final design to minimize impacts, both vertically and horizontally, to the surrounding home owners.

*Figure 2 - Design Concept and Critical Issues* shows widening along West 72nd Avenue being extended west of the Simms Street intersection to the Union Street and Urban Street intersection. This is to increase utilization for the additional through lane as well as provide sufficient storage length for the eastbound to northbound left turns. The full-width widening will also prepare the City for future extension to the west and avoid any throw away. There are challenges related to this work.

*Figure 2 - Design Concept and Critical Issues* shows the floodway/floodplain boundary for Leyden Creek, immediately west of the Simms Street intersection. Any work done on the west side of the intersection would have to prove no impact to the floodway/floodplain for Leyden Creek. We discuss this issue further

in the *Stormwater Routing* section of the proposal.

In designing the new roadway, Muller engineers will review the grading requirements to accommodate the widening. On the south side of West 72nd Avenue between Quail Street and Routt Street, there are some vertical grade differences from West 72nd Avenue to the adjacent residential properties. It is likely that retaining walls are required to construct the widened roadway and avoid taking property from residents. Grades along the north side have cut slopes that may require retaining walls between Quail Street and Routt Street. West of Routt Street grades on both sides are more favorable for flatter side slopes to accommodate the widened roadway.

Just west of Quail Street, there is a vertical alignment break in West 72nd Avenue that is a potential safety concern at the West 72nd Avenue and Quail Street intersection. We will review the sight distance with the established project design criteria to determine any deficiencies and modify the vertical alignment, as appropriate, for improved safety, operations, and aesthetics.

If sight lines are an issue on this crest curve, the opportunity emerges to improve the safety on this stretch of roadway, and also balance the cut and fill sections on either side of the roadway to alleviate perceived imbalanced impacts to home owners on either side of West 72nd Avenue.

To complete the project scope of work according to our approach



West 72nd Avenue between Quail Street and Simms Street



Grade difference along south side of West 72nd Avenue near Quail Street



Vertical break west of Quail Street



outlined above, the Muller HDR team will help the City resolve critical issues which arise from the constraints in the project corridor, with the project schedule, and the coordination with outside agencies. Some of the constraints along the project corridor are illustrated in *Figure 2 - Design Concepts and Critical Issues*. The following paragraphs outline the Muller HDR team approach to help the City of Arvada resolve some of the primary issues and constraints related to the West 72nd Avenue - Kipling Street to Simms Street project.

## CRITICAL ISSUES

### UNION PACIFIC RAILROAD COORDINATION AND COLORADO PUBLIC UTILITY COMMISSION PROCESS



Anytime Class 1 rail assets are impacted as part of a project, there is inherent risk associated with third party input, as well as required reviews and approvals. For the West 72nd Avenue - Kipling Street to Simms Street, the UP railroad will be impacted in two distinct ways: the project will require a temporary at-grade crossing northwest of the existing at-grade crossing to accommodate train operations on a temporary shoofly track and vehicular traffic on a shoofly of West 72nd Avenue during construction, and the final condition will feature a grade separated structure in which the UP railroad is supported over the widened West 72nd Avenue.

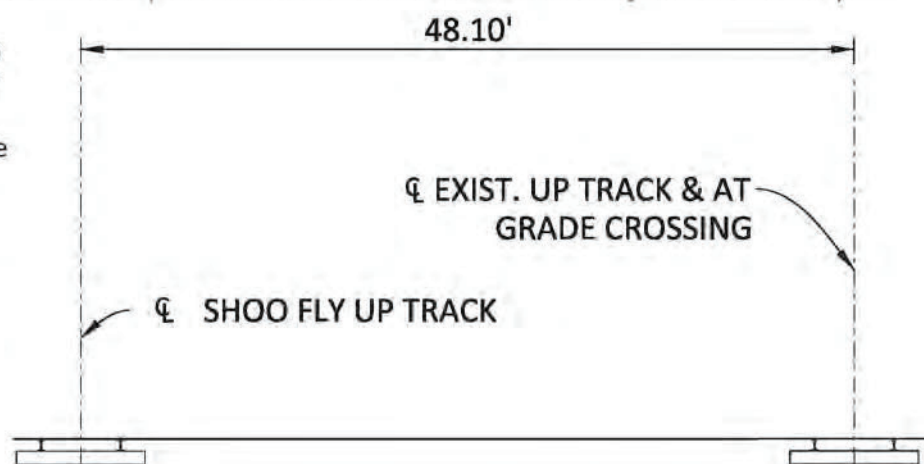
In addition to UP coordination, the temporary and proposed rail crossing of West 72nd will be subject to the review and approval of the PUC. The coordination of reviews and submittals that satisfy both UP and PUC requirements will be critical in achieving the City's schedule goals for the project. Shown in *Figure 1 - UP Process and Bridge Section* on the following page is a process diagram that highlights the key elements of the UP and PUC coordination.

The UP will install their own signals and perform the cutovers for the shoofly to tie into the existing track, while the City's contractor will construct the majority of the shoofly embankment to support the UP up to the sub-ballast. However, the UP will require an executed *Construction and Maintenance Agreement (C&M)* prior to procuring materials for the temporary crossing facilities, including communication and signals (C&S) items. The C&M agreement will require a 100% PS&E package of the shoofly and crossing plans. To meet the City's schedule, the shoofly plans need to be accelerated separately from the design of the overall project as the process of executing the C&M agreement and procuring materials can take up to 12 months. In addition, the temporary crossing may require a full diagnostic to maintain the existing quiet zone. Our team proposes that this can be achieved by submitting a 100% shoofly and temporary crossing package with the overall 60% design submittal.

The 60% design submittal needs to include all the items required by CCR 732-7 in order to prepare a draft application for PUC review. It is our experience, based on discussions and a strong working relationship with the PUC, that the C&M agreement process with UP and the draft PUC application run concurrently so that any comments generated by either entity are incorporated in real time into both processes. This coordination is absolutely vital and will rely heavily on the relationships and reputation that HDR has built with both the UP and the PUC over many years of successful project delivery. By timing design activities as described above, the shoofly and temporary crossing installations should be ready to begin when the PUC application is finalized, and the City's General Contractor is under contract.

### STRUCTURAL CONSIDERATIONS AND COORDINATION WITH UNION PACIFIC RAILROAD PHASING

The West 72nd Avenue - Kipling Street to Simms Street project will contain a grade separation which will lower 72nd Avenue under the current vertical profile of the UP track to eliminate the existing at-grade crossing. In order to maintain train movements throughout



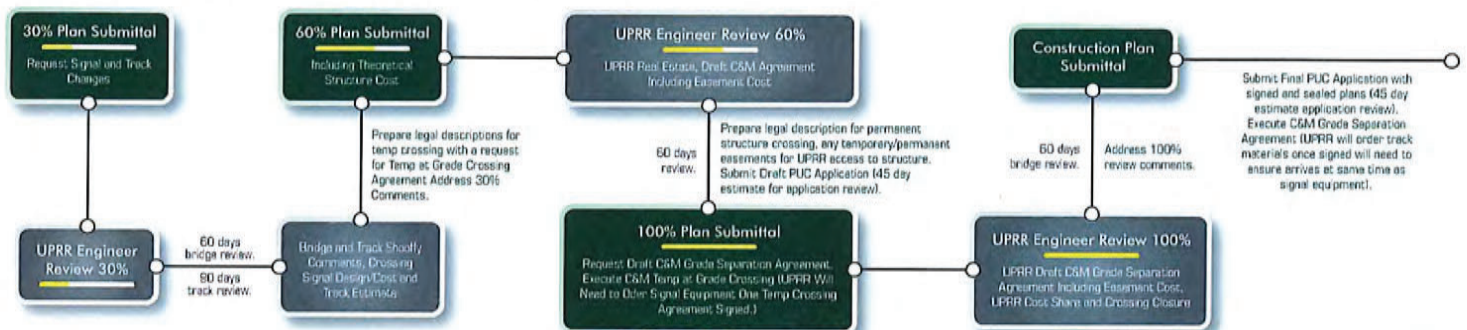
### SHOOFLY CONSTRUCTION

(Looking Ahead Station West)





## PROCESS ELEMENTS OF UP AND PUC COORDINATION



## WEST 72ND AVENUE AT UP BRIDGE CROSSING



Figure 1



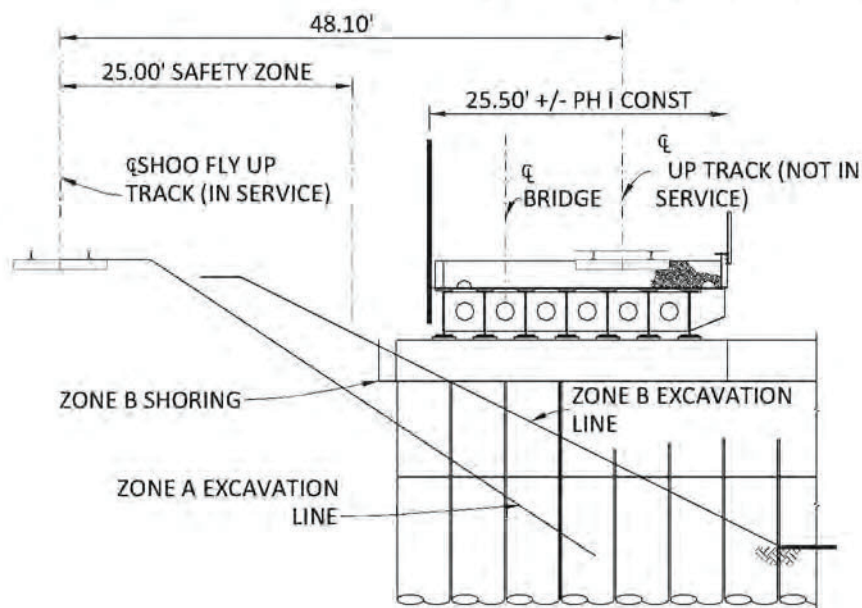
construction, a shoofly track will be constructed to the west of the current track alignment completely within the UP right-of-way. The bridge construction will be phased to keep the railroad operational throughout construction. Based on the current track alignment at the crossing, a high degree of skew will be required for the bridge. Because of this high skew, which exceeds UP's typical skew limit of  $30^\circ$ , the design will require special structural consideration and proof of design adequacy will be given in accordance with UP requirements. UP does not typically accept skewed bridges over  $30^\circ$ , and when they do, the consultant needs to demonstrate that the engineering particularly associated with structure cross-frames, end diaphragms, deflection control, and joint details are thoroughly vetted by a qualified structural engineering team. HDR has worked on UP projects across the country and locally with these types of structural complexities, such as the heavily skewed UP crossing of I-25 near Castle Rock, or the UP Bridge Springfield Subdivision over 9th Street project in Illinois.

To lower this portion of West 72nd Avenue and gain the required vertical clearance under the new bridge, extensive sections of the retaining wall (several hundred feet in both directions) will need to be constructed along the sides of West 72nd Avenue. The retaining structures near the bridge act as bridge abutments and need to be staged with the rest of the bridge structure to support UP operations during construction. To install the substructure caps, minor shoring will be required to support the excavation to install the caps. Based on preliminary analysis, this shoring will be designed for OSHA standard loading in accordance with the *UP Guidelines for Temporary Shoring*.

Another consideration when constructing the bridge adjacent to active track is adherence to policy

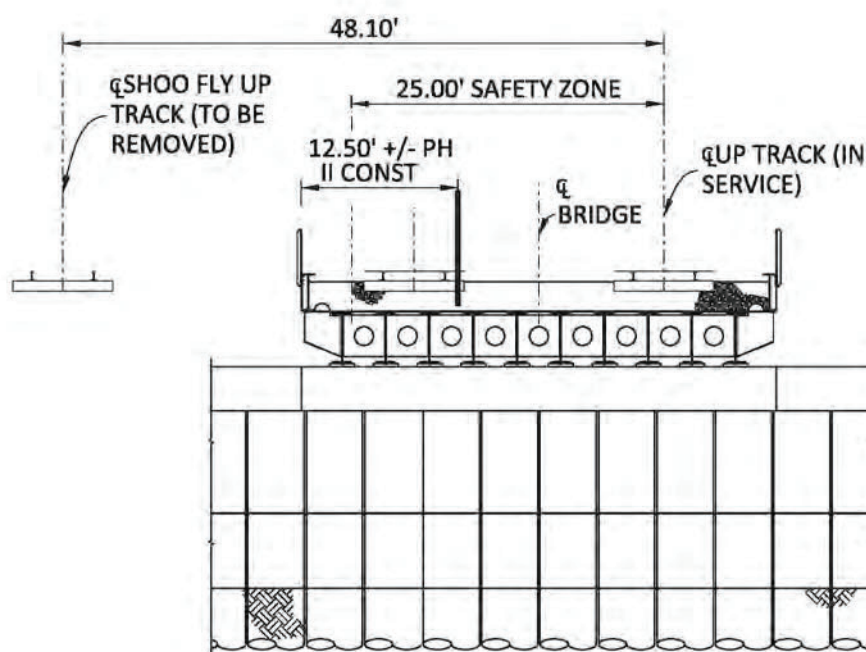
requiring that there are no construction activities or equipment within 15 feet measured perpendicular from the centerline of active track. This requirement is cited in the *UP's Guidelines for Railroad Grade Separated Projects*.

To accommodate the City's aggressive schedule, the Muller HDR team will work alongside the City and UP to deliver the design in an expedited time frame. HDR has a long and successful history of working with UP on hundreds of projects throughout the country.



#### PHASE I CONSTRUCTION

(Looking Ahead Station West)



#### PHASE II CONSTRUCTION

(Looking Ahead Station West)



HDR is a Strategic Supplier within the UP Critical Supplier program and brings extensive experience supporting hundreds of structural projects throughout the UP network.

HDR's structural design professionals have the expertise and knowledge of UP preferences, standards, and expectations to help successfully plan, design, and execute the West 72nd Avenue - Kipling Street to Simms Street project. They regularly interface with UP's structural engineering group and understand the dynamic needs of railroad structural projects. Their portfolio of work spans the entire UP network and includes numerous grade separated structures and projects with structural complexities such as high structural skew. HDR's work on the Iowa DOT UP Railroad Bridge 1.71 over I-29 project showcases their ability to manage the design and construction phasing of a new railroad bridge to accommodate surrounding infrastructure expansions. Notably, HDR was able to maintain two operational mainline tracks throughout each phase of construction to limit operational downtime. HDR's experience working with UP is complemented by a solid understanding of the unique requirements of working in and along the West 72nd Avenue corridor.

The railroad structure and associated maintenance of operations are critical elements to reach the City's goal of investing 85% of the bond funding for this corridor within three years of the bond program commencement. This will require a substantial level of coordination and communication between the City, UP, PUC, and the consultant design team. HDR's deep relationships and experience with UP will help avoid common pitfalls that are often associated with railroad projects.

HDR knows what it takes to excel in railroad bridge design. They understand UP needs and preferences and will bring their experience to deliver an effective

design. UP has entrusted HDR to develop and update their structural standards for the last 20 years. Their understanding of UP standards is paired with unmatched work on hundreds of UP bridge projects. They will leverage this experience and the key relationships and to be an effective partner in helping the City meet the goals of this high-profile project.

### CONSTRUCTION PHASING IMPACTS ON TRAFFIC

During the preliminary design of the project, Muller conducted a detour study to determine potential detour routes and a construction phasing plan to minimize impacts on the community during construction. The study recommends that any closure of West 72nd Avenue be limited to the eastbound direction. Traffic signals can be retimed along the detour route (Simms Street to West 80th Avenue to Kipling Street to West 72nd Avenue) to optimize the levels of service of the intersections with the increased traffic.

Closing westbound traffic on West 72nd Avenue creates traffic demand at detour intersections along the shortest detour route: Kipling Street to West 80th Avenue to Simms Street to West 72nd Avenue. Closing West 72nd Avenue to westbound traffic will cause excessive delays and long queues at the intersections, especially for the detour traffic.

Based on the findings of our detour study, we developed the phasing plan in the preliminary plans that maximizes the use of West 72nd Avenue during construction without a total roadway closure. This will be

accomplished by installing a new quiet zone crossing north of the existing UP crossing so that two-way traffic can be maintained during construction of the UP bridge and underpass.



The preliminary plans include a detour on the north side of West 72nd Avenue around the construction site for the new railroad bridge. The detour will include a crossing of the railroad shoofly that will be used by UP trains during overpass construction. The existing at-grade crossing is currently designed to meet railroad quiet zone requirements in order to avoid the need for train horns as trains approach the crossing. Muller will design the detour road to meet quiet zone requirements to keep the quiet zone in effect during construction. As part of the planned construction phasing, it will be important to include in the construction specifications a requirement that the contractor distribute public information regarding the planned construction and, if necessary, the planned detour routes. The public information should be disseminated to drivers, households, businesses, and schools advising of the construction and detour and providing alternate routes around the work area. Muller will participate with City and contractor staff in a public involvement program during construction, if desired, by Arvada.

Construction phasing for West 72nd Avenue from Oak Street to Simms Street is anticipated to be more straightforward than that for the underpass. We anticipate constructing roadway widening while traffic uses the existing roadway, then moving traffic to new sections while completing reconstruction in the old roadway area. As part of the





*West 72nd Ave and Simms Street Intersection Configuration Study*, Muller will look at ways to maintain traffic during the intersection reconstruction. We will also evaluate the need for detours at this intersection if traffic cannot be maintained due to vertical grade differentials.

### **STORMWATER ROUTING**

Muller plans to finalize the storm drain design from Kipling Street to Quail Street presented in the preliminary construction documents. This includes a proposed storm drain which will end in Oak Street at a manhole and a set of inlets south of West 72nd Avenue. This design solution allows flows to 'bubble' out of the inlets into Oak Street and flow toward Ralston Creek without installing new storm drains in Oak Street to Ralston Creek. Considerations should be given to incorporate storm drain improvements in Oak Street to Ralston Creek to avoid issues with street capacity.

With the roadway widening and addition of curb, gutter, and sidewalk, the project will necessitate the removal of existing roadside ditches and upgrading of the West 72nd Avenue storm drain system from Quail Street to Simms Street. This storm drain system will daylight on the southwest corner of Simms and West 72nd Avenue into a new water quality pond on the First United Church of Arvada property just north of Leyden Creek. This is one of the few locations along the project corridor that has adequate space for water quality.

From the Leyden Creek crossing to Simms Street, much of 72nd Avenue is in a FEMA designated flood zone, Zone AO. Additionally, the *Leyden Creek Major Drainageway Plan*, dated October 2015, details substantial drainage improvements within this portion of the project. These improvements and any floodplain impacts are not included



as part of the project design. Implementation of portions of the Major Drainageway Plan for Leyden Creek needs to be vetted by the City.

### **GRADE SEPARATION IMPACTS ON RIGHT-OF-WAY AND ADJACENT LANDOWNERS**

As shown on the preliminary plans, right-of-way impacts on landowners adjacent to West 72nd Avenue will be significant. By lowering the profile of West 72nd Avenue up to 27 feet, access to several properties will be eliminated, along with the intersection of Miller Street. Access to West 72nd Place (north of West 72nd Avenue) will be restricted to Lee Court with a cul-de-sac on Miller Street just north of the West 72nd Avenue roadway cut. Several properties will require total right-of-way takes because the roadway cut will eliminate access: 10355, 10325, and 10255 West 72nd Avenue, on the north side of West 72nd Avenue and east of Miller Street. In addition, access to the Baker property at 10585 West 72nd Avenue needs negotiation to cross the Boyd

property at 10405 West 72nd Avenue, property from West 72nd Place (Sheet 43 of the plans).

Other major impacts include reconstruction of a portion of West 70th Drive to match the new roadway grade. This construction requires driveway modifications for the Carter (10261 West 70th Drive) and Botos (10282 West 70th Drive) properties.

West of the new railroad bridge, there will be significant impacts on the Brown property (10815 West 72nd Avenue - north side), the Emerald Leaf Wholesale Greenhouse at 10795 West 72nd Avenue - north side, the Lincoln Academy Charter School on the south side, and the City of Arvada parcel. Primary impacts to these parcels are access and loss of frontage. Several other properties along the stretch between Quail Street and Oak Street are impacted by smaller takes and driveway adjustments. Cut walls may be preferred for these homeowners to avoid larger impacts along the frontage of their properties.

The Emerald Leaf Wholesale Greenhouse, however, is potentially the most impacted property along this section. Due to the close proximity of the building to the roadway, this parcel poses significant issues with their current access to West 72nd Avenue. The design shows the elimination or consolidation of several roadway access points as well as the proposed access issues to the Arvada parcel, utilities on the north



*Properties east of Miller Street impacted by underpass cut*



side, and access to the railroad. The preliminary design shows a narrow, shared frontage road along the back side of the north West 72nd Avenue retaining wall. This frontage road is needed to access the utilities on the north side of the wall and the railroad, but it also serves as the access for the south side of the Emerald Leaf Wholesale Greenhouse. Due to the size of this property, as well as, the impacts to its use, this acquisition and negotiation will be crucial to the project timeline.

Because of project impacts on the surrounding community, an effective public involvement program will be effective in providing outreach, opportunities for input, and communication about the project for stakeholders along the corridor. We are not aware of the level of the City's involvement with the local landowners other than the publicity around the ballot issue to bond the construction of the project.

### **AESTHETIC CONSIDERATIONS FOR BRIDGES, WALLS, AND STREETSCAPES**

Our starting points for aesthetic design considerations for infrastructure projects are context and expressions of materials and systems. By "context" we mean the existing, surrounding physical and historical setting. This can include existing structures, landscape, cultural elements that are touch points for the community, and anything that the gives the

community an identity. Our design process begins with an investigation of the project site and the surrounding community. What is the special feeling or atmosphere of this place? What makes it unique, and what images, forms, and materials are resonant here? How can our new project both "fit in" and elevate the sense of place for residents and visitors?

Expressions of materials and systems means that we look to reveal the structure and function of the engineering and design in our work rather than disguising or masking them. An efficient, durable structure can often be elegant in and of itself. Seeing the structure allows users and passersby to understand the physics, durability, and economy of the structure. Architectural renovations may be suitable in some instances given the overall site context and history; but they should not hide the integrity of the structure.

Accompanying any physical structure such as a bridge or wall in the landscape is the experience of moving through or by it. Design of the ground plane and structure surfaces present opportunities to create a variety of sensations. Forms, materials, textures, colors, and more provide a palette from which we can create an advantageous experience for the user.

At the heart of this design approach is an integrated, multidisciplinary Muller HDR team. Collaboration is a

core team value and incorporating our clients and stakeholders in our design process is an everyday practice. Our designs serve people and the environment, and we aim for straight-forward, timeless expression over any particular style.

### **APPROACH TO PUBLIC INVOLVEMENT**

*(Note: this service was not identified as required in the RFP. All or some of the following features can be provided as an ad-on service)*

The Muller HDR team recognizes that effective public and stakeholder engagement is critical to the success of this project. Our team will design, coordinate, and implement an innovative and inclusive public outreach and engagement strategy working closely with Arvada's Public Works Department and the Public Information Office.

One of our team's core values is **listen first**. To find the best answer, we need to understand the root and complexity of the project, especially because this was voted on by residents as a mission-critical project. We will start by listening to key internal and external decision makers and stakeholders. Then, we will be sure residents, drivers, cyclists, and pedestrians of Arvada are engaged, so we can understand key issues and concerns. We will create diverse opportunities to gather meaningful feedback and educate the public and stakeholders while identifying and eliminating the social and political risks that may come with the project.

The public involvement team will create and implement a robust communications plan that will incorporate a two-pronged approach with tactics that can ebb and flow as we learn the needs of the public.

1. **Right-of-Way and Property Owner Outreach** will be critical early on in the project to mitigate any project delays. Because of the tight time frame due to the bond measure and funding constraints, it is





important to have a personalized and boots-on-the-ground outreach coordination with the right-of-way team.

2. **Public Outreach and Stakeholder Engagement** is always an essential element to any infrastructure project. Our team's strategic communication lead, Tara Bettale, and senior coordinator, Katie Angell, have years of experience overseeing the outreach and stakeholder involvement on RTD's Gold Line project. They know key Arvada staff and community stakeholders and influences. They understand the demographics and outreach needs in Arvada. A mixture of senior-aged residents and a booming young family population in the project area will require a mix of traditional and progressive tools and tactics.

### THREE STEP PREPARATION PROCESS

Before the important outreach can begin, our team, in collaboration with the City of Arvada, will complete the following steps to be sure that the project starts off on the right foot, avoiding social and political torpedoes that could derail it.

### STEP 1: SOCIAL AND POLITICAL RISK ASSESSMENT

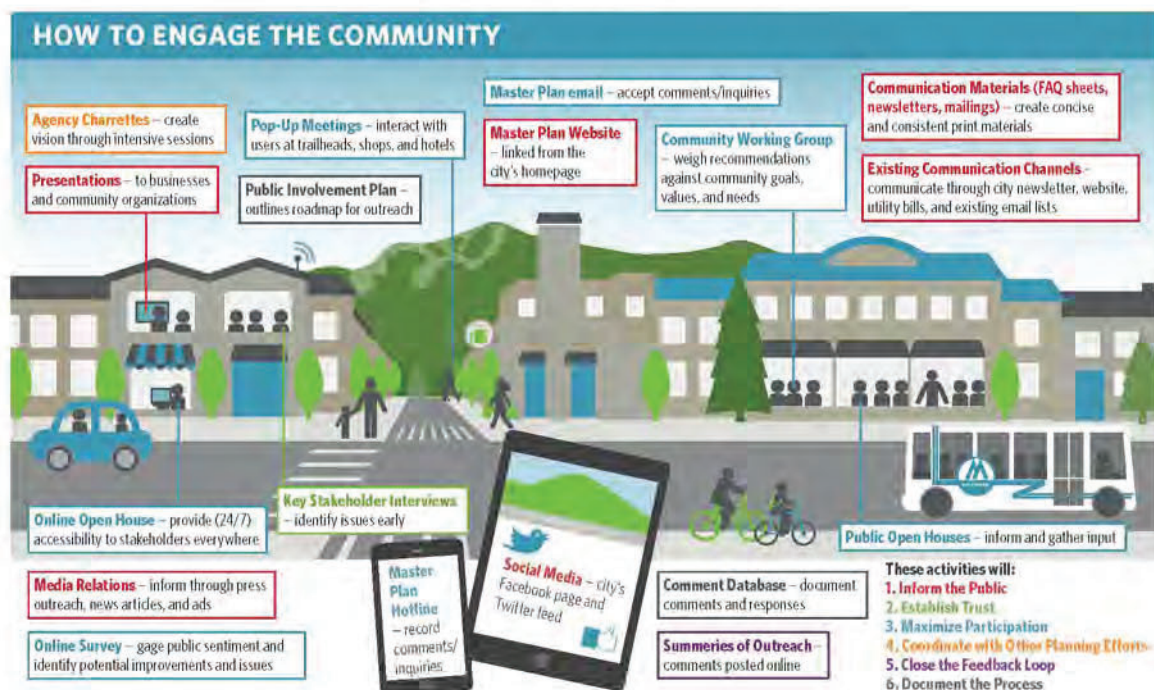
A social and political risk assessment will take place before the plan is developed with the purpose of identifying key issues related to the project area utilizing past public comment, media/social media discussion, as well as up to five one-hour interviews with key City staff and Project Management Team members, City Council members, and key stakeholder and community influencers, as agreed upon by the City and consultant team. By doing this, the project team will be able to develop a Public Outreach and Stakeholder Involvement Plan that will have a high return on investment and get public and political buy-in from the start.

### STEP 2: PUBLIC OUTREACH AND STAKEHOLDER ENGAGEMENT PLAN DEVELOPMENT

Based on the results of social and political risk assessment, the we will continue to identify key stakeholders who could be affected by changes in the study area and create and implement a targeted strategy which builds on prior planning and outreach efforts, especially those associated with the ballot measures.

The level of effort included in the plan will be in keeping with the complexity and potential controversy of the project. There will be coordination will include the City Project Manager, Derek Webb, to identify the level of effort to be documented in the plan. The social and political risk assessment will also influence the level of effort for each of the outreach tasks and areas associated with project that need more time and energy.

We will establish and maintain a comprehensive, computerized stakeholder database of appropriate interested parties for the communication process. Our team will then outline a strategy and schedule for public notice of outreach efforts and dissemination of information. The strategy will identify methods for public notification and dissemination of information, such as newsletters, flyers, door hangers, website content, press releases, and miscellaneous informational materials, among others.





### STEP 3: GRAPHIC DESIGN AND COLLATERAL MATERIAL DEVELOPMENT

**Meeting and Event Materials:** The consultant's in-house graphic artists will produce the following materials for the project:

- Fact sheet
- Brochure
- Four infographics, including one on the project process
- Door hanger design
- PowerPoint presentation template and updates

**Videos:** A cell phone-produced project kick-off video will be created to share on social media, websites, and distributed to the public via the Arvada Report, the communities' bimonthly newsletter, as well as Arvada Channel 8, to announce the start of the design and related services. As the project moves along, other videos will be produced to update the stakeholders and public on project milestones and opportunities to provide input. This is cost-effective since there is no need for video equipment or editing software and is easy to disseminate on digital platforms.



### Ambassador and Stakeholder Toolkit

A toolkit will be packaged to include all materials listed above and distributed electronically to all stakeholders and special interest groups who can act as Project Ambassadors. There will be bi-monthly updates of the toolkit sent via email to the list of Ambassadors.

### WEST 72ND AVENUE AND SIMMS STREET INTERSECTION CONFIGURATION STUDY

**Intersection Constraints.** The intersection of West 72nd Avenue and Simms Street has some unique constraints. Three of the quadrants (NW, NE, and SE) are completely developed with residential and commercial uses. The southwest corner is occupied by the First United Church of Arvada and its associated parking lot. On the northwest corner, the Enterprise Grange No. 25 building is in very close proximity to Simms Street and will likely be impacted by any intersection improvements. Right-of-way dedicated to West 72nd Avenue east of the intersection appears to be adequate (110 feet to 120 feet at the intersection) to accommodate the proposed four-lane section based on our conceptual design shown on *Figure 2 - Design Concepts and Critical Issues*. The right-of-way west of the intersection is only 80 to 100 feet wide with the First United Church of Arvada property line only 30 to 35 feet south of the West 72nd Avenue centerline. Due to this narrow right-of-way width on the east leg, impacts are expected to the existing parking lot at the church. We show that this parking lot will need to be shifted south to allow for the widening.

One of the major physical constraints to improving the intersection is the vertical grade of Simms Street on the north approach. Based on scaling the grade on Google Earth, it is in the range of 6% to 8% toward the intersection as Simms Street approaches West 72nd Avenue from the north.

*The City of Arvada Comprehensive Plan* identifies long-range transportation needs for Simms Street to be operational and include multimodal improvements, not additional lanes. As a result, we will plan on Simms Street remaining as a two-lane urban connector with bike lanes. Simms Street is not currently

an RTD bus route, but the corridor has bike lanes and sidewalks, and the intersection design will consider the future bike and pedestrian needs on the Simms Corridor. The West 72nd Avenue approaches to the intersection will include four through lanes, left turn lanes, right turn lanes, and potentially acceleration lanes for a conventional, signalized intersection option.



*Muller designed roundabout in Englewood, Colorado*

**ALTERNATIVES.** Muller will evaluate alternative intersection treatments at the West 72nd Avenue and Simms Street intersection, primarily a roundabout intersection. Roundabouts can efficiently serve traffic volumes, especially outside of the peak hours of the day. This efficiency results in less delay, shorter queues, and fewer stopped vehicles. In fact, during most hours of the day, most vehicles will be able to traverse the intersection without stopping. Roundabouts have been shown to increase safety for both drivers and pedestrians. Additionally, no traffic signal maintenance is required for a roundabout, reducing the long-term costs of the intersection.

The consideration of a roundabout however also comes with some challenges that will need to be vetted prior to recommending installation at the intersection.

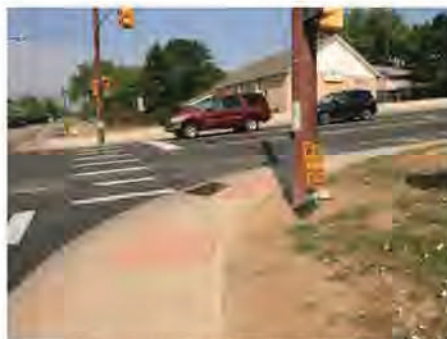
- The steep grade on Simms Street may be problematic to properly design an effective roundabout layout.
- Each of the approach streets provides bicycle lanes.



Appropriate treatments and transitions will need to be considered as each bicycle lane enters and exits the roundabout.

- Traffic signals are located upstream of the potential roundabout in each direction. The impact of platoons of vehicles from those traffic signals will need to be assessed.
- The imbalance of peak hour volumes, primarily the eastbound left-turn in the PM peak hour, may require additional approach lanes. The interaction of the major traffic movements at the intersection will ultimately drive the necessary entry and circulating geometry.
- The construction of the roundabout may require an additional project detour. If phased construction is not possible, detours utilizing Alkire Street/80th Avenue/Kipling Street or Ward Road/64th Avenue/Oak Street may be required. Since detours will be in place during overpass construction, adding a subsequent set of detours for roundabout construction may be undesirable.
- The footprint of this dual through lane roundabout is quite large and could have major impacts to an intersection that is surrounded on all four sides by property owners. Instead of partial takes, full acquisitions may be required to achieve this design, especially for the Enterprise Grange Hall 25 property.

Muller traffic engineers will forecast 2040 turning movements for use in capacity analysis and Synchro models to analyze intersection operational performance. One important thing to recognize is that any intersection configuration designed for the ultimate four-lane West 72nd Avenue corridor may struggle operationally during the temporary configuration



*Steep north approach on Simms Street*

designed for this project. The westbound outside through lane will not be utilized to its potential with the project transition back to two lanes west of the intersection. *Figure 2 - Design Concept and Critical Issues* shows this striping transitioning back to a single through lane on West 72nd Avenue prior to the Union Street and Urban Street intersection. However, we are showing a build-out of the full width of the roadway in this area in the interim. This additional pavement width has an added cost, but, in the long run, will be less expensive than building a transition section only to tear it out in the future once West 72nd Avenue is ultimately widened to Ward Road or Indiana Street.

Regardless of the horizontal configuration determined for the intersection, the steep grade on the north approach of Simms Street will require additional study and alternatives analysis. To minimize right-of-way, we will consider rotating cross slopes across West 72nd Avenue to be continuous from north (high end) to south (lower end) to match elevations on Simms Street. The rotation, combined with flattening the approach grade on Simms Street, could improve operations and safety, especially during winter months. Retaining walls could be required on Simms Street to minimize right-of way along the north approach.

Muller's scope of work anticipates design of a conventional signalized intersection at West 72nd Avenue and Simms Street.

## ENVIRONMENTAL CLEARANCES

While Muller conducted environmental data collection for the West 72nd Avenue Improvements Preliminary Design - Quail Street to Kipling Street with UP Underpass, we noticed during our field investigations that some changes have occurred since those surveys were completed. The changes include additional multi-purpose trail construction on the north side of the roadway and some defoliation near the irrigation ditches along the south side of the roadway. This vegetation removal takes place in areas formerly delineated as wetlands.

One significant environmental consideration is that if a US Army Corps of Engineers 404 permit is required to construct the project, the Lincoln Academy Charter School property on the southwest corner of West 72nd Avenue and Oak Street will be considered a Section 106 property eligible for listing as an historical resource.

The Muller HDR team will conduct any required environmental analyses, focusing on those environmental resources that need to be considered regardless of funding and on those that are likely to be of concern to Arvada residents. Since compliance with the National Environmental Policy Act is only required if there is federal funding or a federal action, it is only needed in the vicinity of the Section 404 permitted areas, since those require a federal action from the US Army Corps of Engineers. Environmental resources of concern include the following identified in the Request for Proposals:

- **Wetlands and other waters of the US occur in various places along the south side of 72nd.** In 2016, HDR mapped these resources (wetlands and ditches), so we are very familiar with their locations (See *Figure 2 - Design Concept and Critical Issues*). Some of the ditches may not be considered jurisdictional by the



US Army Corps of Engineers, therefore not requiring a permit to impact them. However, we will still coordinate with the ditch companies.

- **Habitat for threatened or endangered species** are not likely to be an issue because of the lack of suitable habitat along West 72nd Avenue. We still need a biologist to coordinate with the US Fish and Wildlife Service for concurrence.
- **Water quality impacts assessment and mitigation** need to be done in compliance with Arvada's MS 4 permit. The environmental team will coordinate with Muller drainage engineers to locate required permanent water quality control features and to implement temporary erosion control features during construction.
- **Air quality analysis is not needed for any federal approval** but may be of concern to adjacent residents. Air pollutants associated with road projects include carbon monoxide, which decreases as congestion is eased; ozone, which is associated both with areas of congestion but also with increased speeds; particulates which are associated with road sanding, and mobile source air toxics.
- **Noise impact analysis is also not needed for any federal or state approval** but is likely to be of concern to residential areas along both sides of West 72nd Avenue and at churches, schools, and recreational areas.
- **Vegetation impacts** (and tree replacement) is needed in compliance with the City of Arvada Code of Ordinances.

In addition, the City may want to consider these analyses:

- **Historic resources** since these would be of concern if a Section 404 permit is needed from the US Army Corps of Engineers. The Muller HDR team previously identified, which are shown on *Figure 2 - Design Concept and Critical Issues*.
- **Hazardous materials** since there are some sites of potential concern such as the gas station on the southeast quadrant of the Simms Street and West 72nd Avenue intersection. If right-of-way is needed from any properties of concern, the City may want to conduct hazardous materials to guard against future liability.

Because the Muller HDR team mapped some of these resources previously, we can hit the ground running to make sure any required approvals are secured in a timely manner. Our environmental team will work closely with the engineering team to avoid impact to resources as much as possible, which makes the permitting time and effort much less.

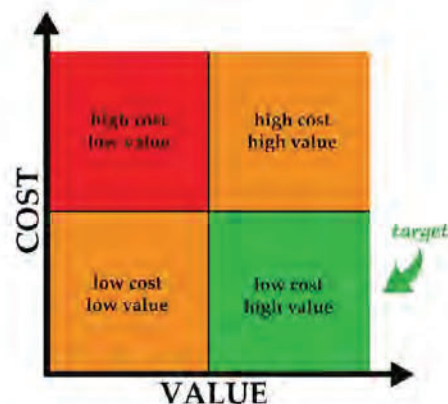
#### VALUE ENGINEERING

Our critical path schedule identifies a value engineering phase at the beginning of the West 72nd Avenue Kipling Street to Oak Street phase of the project. Some proposed value engineering ideas are identified in the *Muller Design Memorandum* dated December 17, 2017:

- **Storm Sewer.** Through a utility easement, re-route the new storm sewer through the Lincoln Academy Charter School property (southwest corner of West 72nd Avenue and Oak Street) along their existing internal roadway system. This avoids the amount of pipe constructed adverse to surface grades and reduces the required depth of storm

sewer pipe. It also results in a better connection to the existing storm sewer system without an inverted siphon connection to existing inlets. Another benefit to redirecting this storm through Lincoln Academy Charter School is that we can reduce the depth needed for the drilled caisson retaining walls, therefore reducing this construction costs related to this retaining wall significantly.

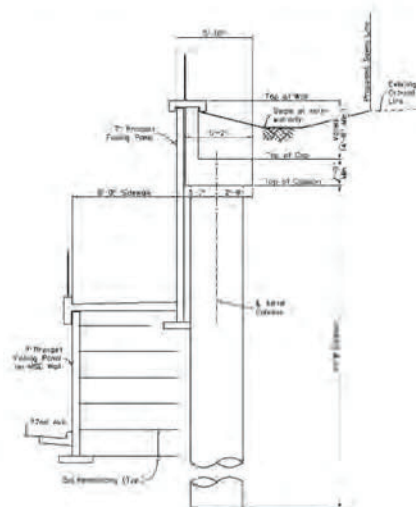
- **Retaining Walls.** Through acquisition of additional property on the north side of West 72nd Avenue at the Emerald Leaf Wholesale Greenhouse, less rigorous and/or reduced height retaining walls could be constructed or perhaps eliminated with side slopes, resulting in significant savings. An analysis of land cost is required versus construction savings to confirm this idea.



#### GROUNDWATER

Control of groundwater is a critical issue for this project. To control groundwater for the railroad underpass structure, the preliminary design utilizes two watertight secant pile retaining walls parallel to the West 72nd Avenue wall founded in the clay stone bedrock, and with the structure enclosed with a permanent transverse cutoff wall in the alluvial clays to bedrock (such as steel sheet-piling or jet grouting).





**SECANT WALL TYPICAL SECTION**  
(Scale: not shown, see notes)  
(Note: 1/4\"/>

In the soils report prepared by Shannon & Wilson, they express concern with installing this type of structure because it completely cuts off groundwater flow around the structure within the overburden soils. If groundwater flow follows the general topography of the site (north to south toward Ralston Creek), groundwater levels could potentially rise (mound) on the northern watertight retaining wall increasing hydrostatic pressures on the wall and raising groundwater levels in the vicinity of the wall. Our scope includes a groundwater mounding analysis to evaluate the potential vertical and horizontal magnitude of mounding and its impact on wall design requirements.

Based on the recommendations of the geotechnical report, our scope also includes further geotechnical investigation to characterize groundwater conditions within the bedrock. Significant flow rates through the rock could result in a need for pressure grouting of the bedrock joints and fractures or construction of a bottom seal to cutoff groundwater flow from entering the water tight structure.

The geotechnical report also addresses the potential for an alternative using a non-water tight

structure for the underpass with a dewatering system. Risks associated with this type of structure are:

- A power failure could temporarily cut off power to the dewatering pumps, resulting in rising groundwater, uplift, and hydrostatic loads applied to the walls and damage to the underpass pavement.
- Potential need for permitting from the Colorado Division of Water Resources, Office of the State Engineer (SEO) if there are large withdrawals of tributary groundwater.
- Lowering the groundwater could increase effective stresses in surrounding soils resulting in consolidation settlement below the adjacent landowners' property or additional down-drag loading on the secant or tangent pile walls associated with the underpass.

Our current approach, outlined in *Section 4 - Scope of Work and Schedule*, is to move forward with the project as outlined in the preliminary design and include the groundwater mounding analysis and the analysis of potential groundwater flows in the bedrock, with the consideration that the retaining wall in the plans will work under the existing soil conditions.

#### **UTILITIES/IRRIGATION**

The Muller HDR team has established relationships with the utility owners in the project area. Additional data collection is required for the western portion of the project, primarily east of Quail Street. In 2018, the Colorado General Assembly passed new laws regarding the responsibilities of project owners, engineers, and contractors related to location, protection, and modification of utilities in design and construction of public works projects. Our utility coordination subconsultant, Goodbee & Associates, is on the cutting edge of the requirements of

the new legislation and their impact on the preparation of plans, specifications, and utility agreements for roadway projects.

Muller and Goodbee recommend completing subsurface utility engineering (SUE) investigations consistent with SB 167 and national standards (ASCE 38) to avoid utility delays and damages. Goodbee will partner with a SUE investigation firm to develop risk-based utility mapping and depiction for their utility plans. It is anticipated the following utility companies have facilities within the project area:

- Xcel Energy
- Xcel Energy Gas
- Comcast
- Century Link
- City of Arvada Water and Sewer
- City of Arvada Traffic and Transportation

The preliminary design of the Kipling Street to Oak Street section of West 72nd Avenue includes an access road along the north side of West 72nd Avenue for utility companies to use for maintenance of relocated utilities around the UP Underpass.

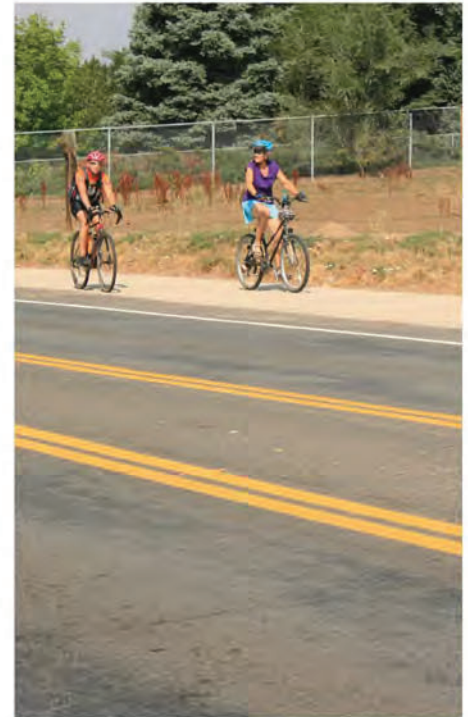
The two irrigation lines, Rand 41 and the Former Highline Lateral, are impacted by the West 72nd Avenue Improvements Preliminary Design - Quail Street to Kipling Street with UP Underpass project. There are also irrigation conflicts west of Oak Street to be addressed. We will resolve the irrigation conflicts in the underpass area as outlined in the *Muller Design Memorandum* dated December 17, 2017, collect data, and review irrigation conflicts along the project west of Oak Street.



**MULTIMODAL IMPROVEMENTS**

The new, widened West 72nd Avenue multimodal improvements include bike lanes and eight-foot multi-use sidewalks/trails that can be used by pedestrians or bicyclists. Arvada recently made improvements to the multi-purpose path along the north side of West 72nd Avenue to provide a safe route for pedestrians and bicyclists until the roadway widening is complete. The *City of Arvada Comprehensive Plan Bicycle Plan* shows West 72nd Avenue as a bike route with off-street facilities. The new eight-foot sidewalks will serve as the off-street facility with the new bike lanes supplementing them as an on-street bicycle facility.

While West 72nd Avenue is not an RTD bus route, the 100 Route crosses West 72nd Avenue at Kipling Street.





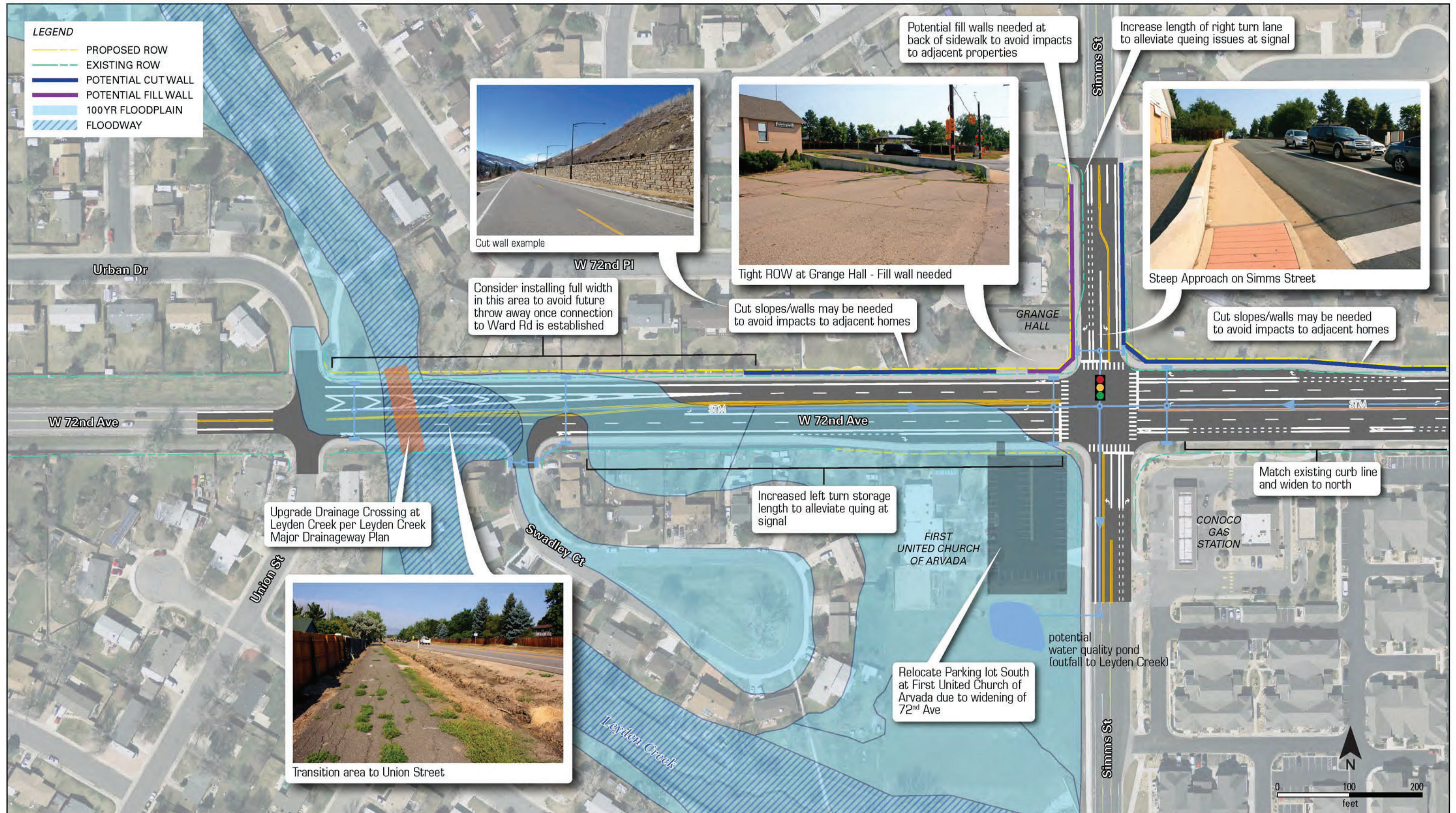


Figure 2a - Design Concepts and Critical Issues



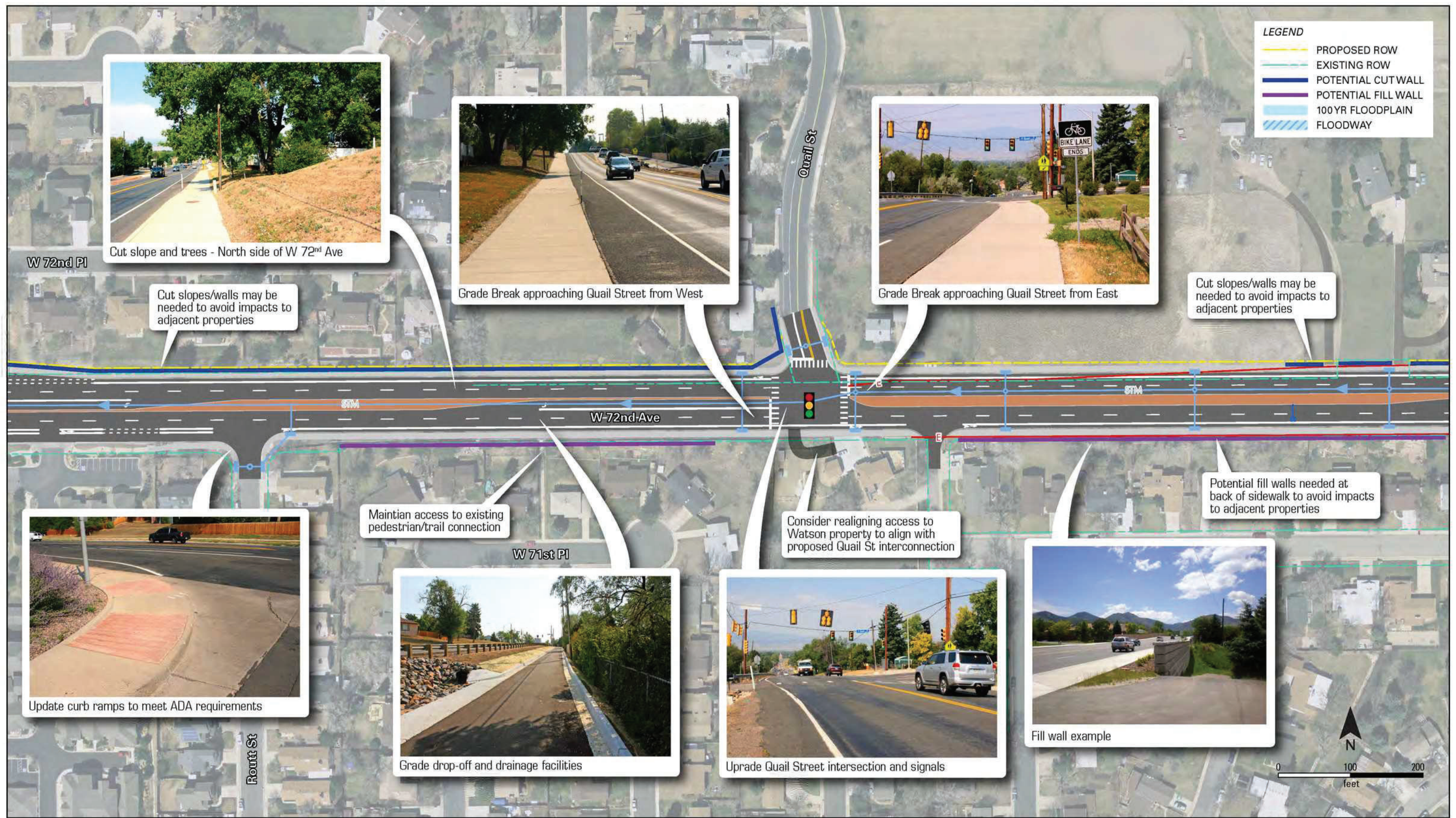


Figure 2b - Design Concepts and Critical Issues



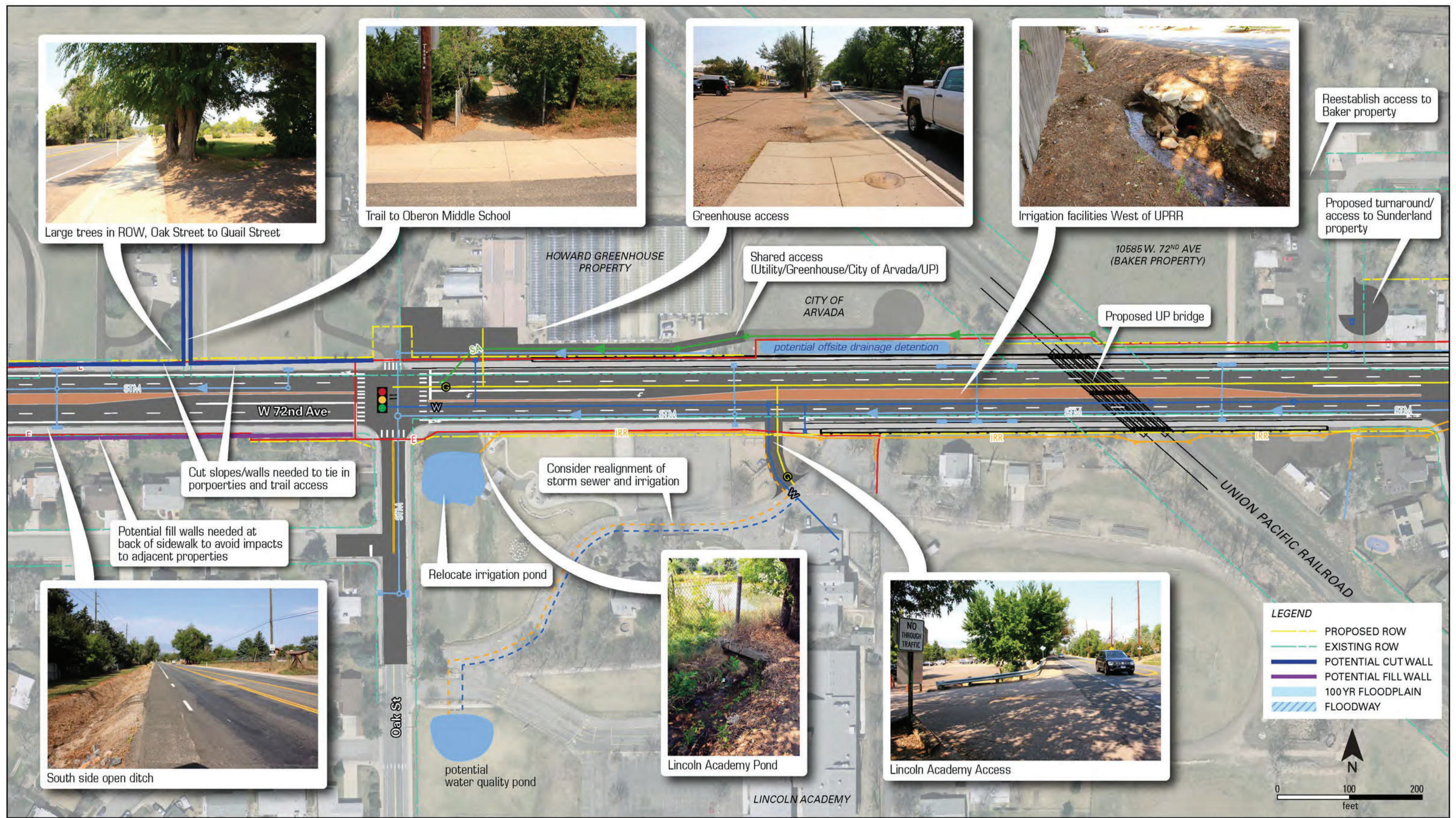


Figure 2c - Design Concepts and Critical Issues





Figure 2d - Design Concepts and Critical Issues



# COMMITMENT AND WORKLOAD





## COMMITMENT AND WORKLOAD

Muller Engineering Company and HDR, Inc., along with all subconsultant team members, are committed to use the personnel and coordination efforts required to deliver quality plans and specifications for the West 72nd Avenue - Kipling Street to Simms Street project on schedule and within the budget limitations outlined for the project in the Request for Proposal.

During critical path activities on Muller's two recent Arvada projects, the West 72nd Avenue Improvements Preliminary Design Quail Street to Kipling Street with UPRR Underpass and the final design and construction documents for the West 72nd Avenue and Indiana Street Intersection Improvements, the Muller team committed the necessary staff resources from project managers to CAD technicians to complete our work on schedule while providing a quality product that met City expectations.

**The Muller team is committed to assigning the appropriate levels of qualified personnel to meet the project schedule and review milestones as outlined in *Section 4 – Scope of Work and Schedule*.**

Currently, Muller Engineering Company has a backlog that includes several major transportation projects:

- I-25 North Corridor from SH 66 to SH 402, CDOT Region 4
- Dillon Road/144th Avenue Improvements, Sheridan Boulevard to Zuni Street, City and County of Broomfield
- I-76 and SH 52 Interchange Improvements in Hudson, CDOT Region 4
- US 550 South Connection in Durango, CDOT Region 5

While these are major projects for Muller, they do not involve the key members of the design team we are proposing for this project. **The West 72nd Avenue - Kipling Street to Simms Street project will be the top priority of the Muller project team.**



# PERFORMANCE MEASURES





## PERFORMANCE MEASUREMENTS

### COMPLETING CONTRACTED SCOPE OF WORK – QUALITY CONTROL

An important aspect of any project is quality control - ensuring that plans, specifications, and estimates match the contracted scope of work, are free of errors, and meet appropriate standards, design criteria, and Arvada's expectations. To accomplish this, our Project Managers and all team members will follow the Muller Quality Management Program. This program, based on documentation via electronic forms, is flexible and tailored to fit the scale of each individual project. All new projects require a project-specific QA/QC plan with review milestones clearly defined. Muller staff members at all levels then use the Muller Quality Management Program to ensure that plans and reports are completed accurately and according to the contract scope of work for client reviews. Our PMs will also utilize senior staff to perform discipline-specific and technical reviews throughout the design process, including any products produced by our subconsultants.

Muller builds QA/QC into the project schedule, employing internal QC deadlines for review prior to major submittals and milestones. After review of 90% design-level plans, Muller uses comment resolution forms to verify that all client and approval agency comments are incorporated into the 100% deliverable. Our pride in quality is demonstrated by the fact that, **in over 38 years of operation, our professional liability insurance has never paid a claim to a third party.**

### COMPLETING PROJECTS WITHIN CONTRACTED PRICE

Muller's Project Manager, Bob Fearn, will be responsible for project cost control, both for consulting fees and for construction costs. He will focus on project scope and goals as project construction documents are prepared. On a monthly basis, Bob will compute the "earned value" of work efforts to date for Muller staff and each subconsultant before reviewing actual charges. He will then compare the earned value to actual costs incurred to prepare an unbiased report of project status. This method enables Bob to detect any design budget overrun trends early, when time remains to make corrective adjustments. It also allows us to monitor where specific overruns and under-runs are occurring on certain tasks and whether we can add services within the current contract budgets. In addition, **when work scope changes due to City of Arvada decisions or unforeseen circumstances, Muller will advise the City of Arvada Project Manager, Derek Webb, before proceeding with out-of-scope work to allow evaluation of the need and potential costs before the work is done.** This allows Arvada's PM to evaluate the City's options including spending additional funds, using City staff for some tasks, or reconsidering the necessity for the out-of-scope work. Returning to clients for additional compensation after extra work is completed often results in a bad experience for all project participants.

Muller has an excellent track record for preparing reliable opinions of probable construction cost for urban roadway projects. Over the last 10 years, low bids on Muller's design projects are, on average, 2.8% below engineer's estimate, and completed construction costs are, on average, within 1.7% of the project low bids. This demonstrates that our opinions of probable construction cost are reliable for project budgeting and that our plans hold up well during construction without expensive change orders. These statistics are based on 100 constructed projects, totaling \$329,804,000 in construction cost.

### COMPLETING PROJECT WITHIN CONTRACTED TIMELINE

For this contract, we will prepare a project schedule utilizing Microsoft Project to be maintained by the Muller Project Manager, Bob Fearn. Muller Principal, Gray Clark, will assure that staff is available to Bob, and will assist with administration of subconsultant agreements and schedules. Critical path items often include environmental investigations and clearances, right-of-way plan approvals, and utility agreements. For this project, coordination with Union Pacific Railroad (UP) and the Public Utilities Commission are critical path items for plan approval of the underpass bridge, railroad shoofly, and any roadway detours crossing the railroad. According to the *Union Pacific Railroad – BNSF Railway Guidelines for Railroad Grade Separation Projects*, the UP will require specific design review periods for each phase of project design as follows:

| Project Design Phase                                                                                                                                                                                                 | UP Review Period |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| Concept Design - plans and site photos                                                                                                                                                                               | 4 weeks          |
| 30% Design - applicant response, Type Selection Report, design plan, shoofly design, construction phasing                                                                                                            |                  |
| 60% Design Plans - applicant response, design plans and calculations, geotechnical report, project specifications and/or special provisions, drainage report and plan, shoofly design, and construction phasing plan | 6 weeks          |
| Final Plans - applicant response, design plans and calculations, geotechnical report, project specifications and/or special provisions, drainage report and plan, shoofly design, and construction phasing plan      | 6 weeks          |

These review submittals are made after internal review and approval of the Applicant (City), which will include a submittal to the City, a review meeting, and revisions to develop a set of plans for submittal to the UP that has both Muller and Arvada concurrence. To avoid project delays, Bob Fearn will keep communications open with review agencies, the UP, and project

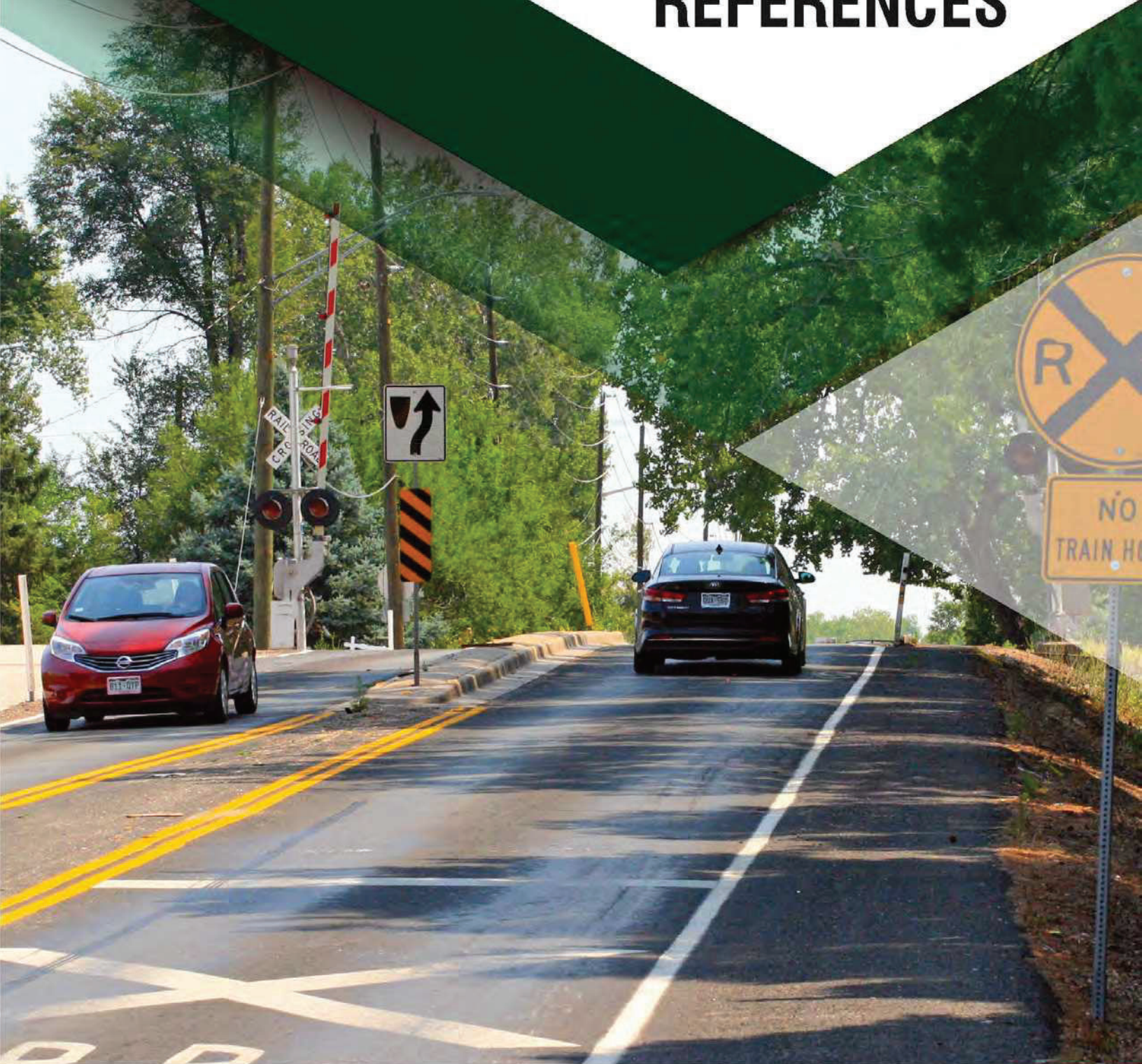




participants so information required for decision-making is provided in advance of key dates. We utilize our electronic communications capabilities through e-mail and Muller's Sharefile site to transmit information back and forth between project participants. Schedule updates are provided with monthly progress reports. Muller project managers are very sensitive to project schedules and are committed to meeting them. Muller finds that we can provide services on a tight schedule because of the tenure of our staff, our familiarity with Arvada's procedures and project requirements, and the support of our subconsultants, with whom we often work. **The Muller team commits the resources necessary to meet Arvada's contract schedule requirements.**



# REQUIRED FORMS AND REFERENCES

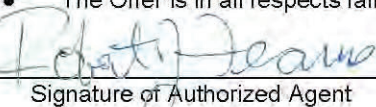




**REQUIRED VENDOR SUBMITTAL FORM****SUBMITTED BY:**Company Name: Muller Engineering Company, Inc.Contact Names: Sales/Customer Service Geoff Mestas, PEAddress: 77 South Wadsworth Boulevard, Suite 4-100, Lakewood, Colorado 80226Phone: ( 720-254-8005 ) Email(s): gmestas@mullereng.com

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: 

Signature of Authorized Agent

Robert Fearn, PE

Typed/Printed Name of Agent

September 18, 2018Date  
Principal,Senior Project Manager

Title of Agent

84-0819965

FEIN

rfearn@mullereng.com

Agent 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 #: \_\_\_\_ 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.
- Pricing – All fee and costs associated with the proposal.
- Performance Measures per Special Conditions when applicable.
- 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 RJF #2 RJF #3 \_\_\_\_\_

**REFERENCES:**

- Check here if Firm's standard reference sheet is attached, otherwise, use the space below.

Additional client references are included in the Project Experience section of this proposal.

Name: City of Arvada Contact Person: Matt Knight

Address: 8101 Ralston Road, Arvada, Colorado 80002

Telephone No: 720-898-7660 Email: mknight@arvada.org

Describe type of work/service performed or items supplied: Project Manager/Project Engineer for the West 72nd Avenue and Indiana Street Intersection and West 72nd Avenue Improvements Preliminary Design - Quail Street to Kipling Street with UP Underpass

Name: Jefferson County Transportation and Engineering Contact Person: Brent Soderlin

Address: 100 Jefferson County Parkway, Suite 3500, Golden, Colorado 80401

Telephone No: 303-271-8462 Email: bsoderli@jeffco.us

Describe type of work/service performed or items supplied: Project Engineer/Project Manager for 1.1 miles of roadway widening along McIntyre Street from West 52nd Avenue to West 60th Avenue

Name: City of Golden Contact Person: Ann Beierle and Joe Puhr

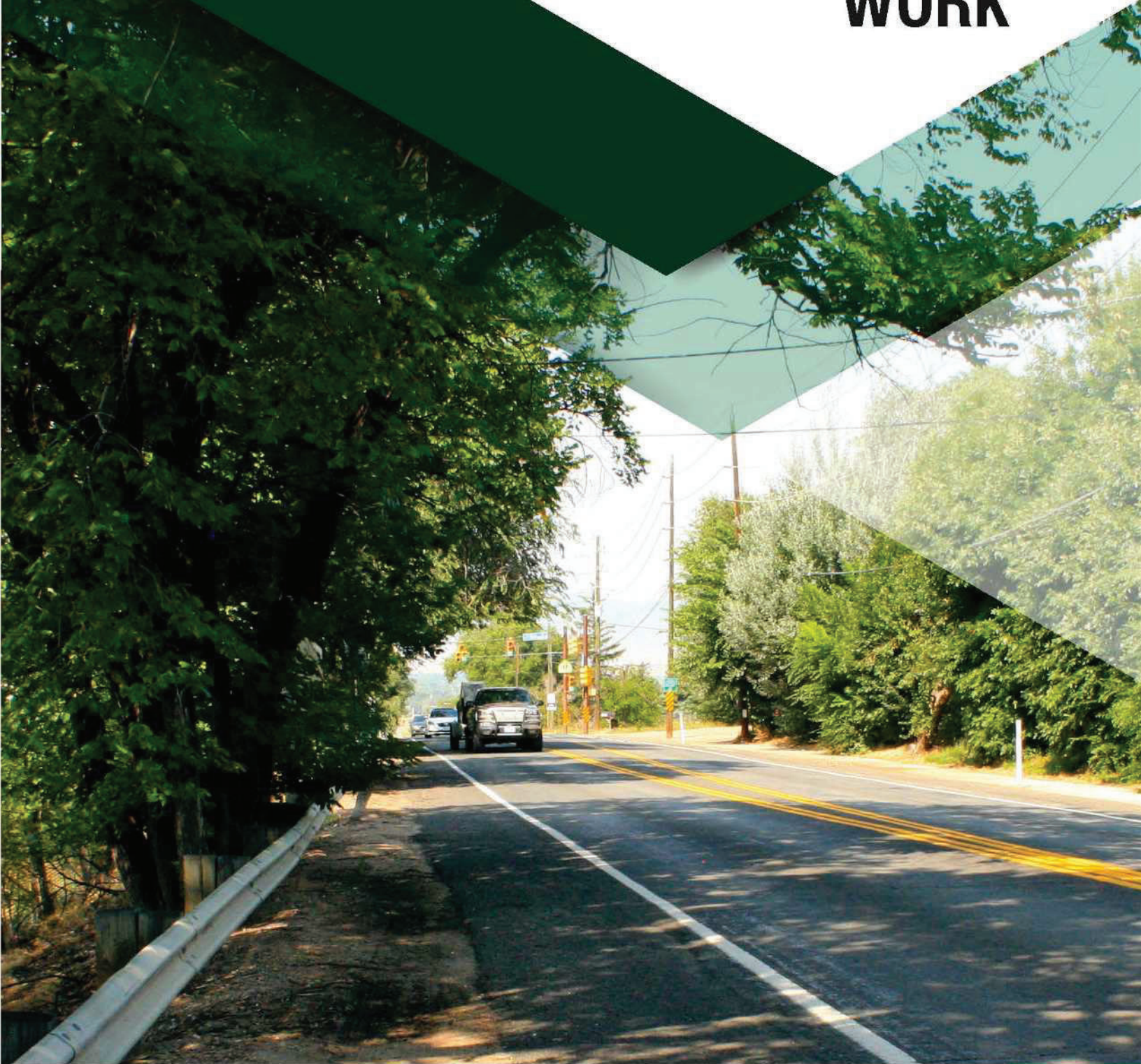
Address: 1445 10th Street, Golden, Colorado 80401

Telephone No: 303-384-8153 and 303-384-8115 Email: abeierle@cityofgolden.net  
jphur@cityofgolden.net

Describe type of work/service performed or items supplied: Project Engineer/Project Manager for 0.75 miles of roadway reconstruction and complete street design for Washington Avenue. from SH 93 to SH 58



# APPENDIX A— SCOPE OF WORK



**SCOPE OF SERVICES  
BASIC SERVICES  
PRELIMINARY AND FINAL ENGINEERING DESIGN  
FOR  
WEST 72<sup>ND</sup> AVENUE – KIPLING STREET TO SIMMS STREET PROJECT NO. 18-ST-30  
CITY OF ARVADA  
September 18, 2018**

**PROJECT DESCRIPTION**

W. 72<sup>nd</sup> Avenue is a major east-west arterial in the City of Arvada carrying over 15,000 vehicles per day at the Union Pacific Railroad (UPRR) at-grade railroad crossing. Over the last decade, the majority of W. 72<sup>nd</sup> Avenue has been widened to a median-separated four-lane roadway. The City's Transportation Plan calls for a four lane roadway from McIntyre east to 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 develop a preliminary and final design plans for 72<sup>nd</sup> between Simms Street and Oak and final design plans from Oak Street to Kipling Street. D. The roadway template consists of a four-lane 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 Urban/Union Street to Kipling Street, a distance of about 6,400 feet or 1.21 miles. Full-width improvements are anticipated between Simms Street and Kipling Street. On the west end of the project, a width transition will occur between Urban/Union Street and Simms Street. On the east end, a transition will occur between Lee Court and Kipling Street to match the full 72<sup>nd</sup> Avenue section at Kipling Street. Other areas included in the project include Oak Street from 72<sup>nd</sup> Avenue south to Parfet Street, potential closure/cul de sac on Miller Street north of 72<sup>nd</sup> Avenue, and modifications to intersections at 72<sup>nd</sup> Avenue and W. 70<sup>th</sup> Drive, Quail Street, Simms Street and Lee Court.

A number of utilities will be impacted by the project, including storm sewer, sanitary sewer, 3 water lines, gas lines, an irrigation ditch, overhead electric, phone and potential underground electric, CATV, phone. Preliminary and final design will be included for wet utilities and relocation of dry utilities will be coordinated with the respective owners.

The UPRR portion of the project will include final design of a new bridge over depressed 72<sup>nd</sup> Avenue (and associated retaining walls) and a temporary railroad shoofly within the existing railroad right-of-way from approximately 1200 feet southeasterly of 72<sup>nd</sup> Avenue to 1200 feet northwesterly of 72<sup>nd</sup> Avenue (measured along the railroad alignment).

This document outlines the detailed scope of work for the project in the following pages.

Note: In the following scope wording, at times you may find varying references to the west end of the project that differ from the Simms Street termination point called out in the RFP. This is because to upgrade the W. 72<sup>nd</sup> Ave/Simms Street intersection, the proposed work must extend west of this intersection to tie back into the exiting roadway (see Figure 2). Also, where appropriate, references solely to the Simms Street intersection also imply extending the work to



the west as shown in Figure 2.

### **SUBCONSULTANT TEAM**

| <b><u>Firm</u></b>        | <b><u>Task(s)</u></b>                                                                             | <b><u>Contact Person(s)</u></b> | <b><u>Phone</u></b> |
|---------------------------|---------------------------------------------------------------------------------------------------|---------------------------------|---------------------|
| Harris Kocher Smith, Inc. | Surveying , Right-of-Way Ownership Maps                                                           | Aaron Murphy                    | (303) 623-6300      |
| HDR, Inc.                 | UPRR Bridge, UPRR Track Design, Retaining Wall Design, Public Involvement, Landscape Architecture | Sean Oroho                      | (303) 764-1534      |
| Shannon & Wilson          | Geotechnical Engineering and Pavement Design                                                      | Greg Fischer                    | (303) 825-3800      |
| HC Peck and Associates    | Title Commitments                                                                                 | J Parker                        | (303) 623-6112      |
| Clanton and Associates    | Lighting Design                                                                                   | Annie Kuczkowski                | (303) 530-7229      |
| Traffic Data Collection   | IDAX                                                                                              | Nathan Warren                   | (720) 646-1008      |

### **Design Reference Documents**

The following reference documents are to be used as a basis for design criteria, details and specifications for this project. Copies of the applicable City of Arvada references are anticipated to be available on the City of Arvada web site. Arvada and CDOT design criteria will take precedence over criteria from other agencies. Design criteria for this project will be documented as described in the Scope of Services. All sources shall be the current edition as of the Notice to Proceed date.

1. City of Arvada Engineering Code of Standards and Specifications
2. Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual – Volumes 1, 2 and 3
3. Colorado Department of Transportation, Standard Specifications for Road and Bridge Construction
4. Colorado Department of Transportation, Standard Plans
5. Colorado Department of Transportation, Survey Manual



6. Colorado Department of Transportation, Roadway Design Drafting Manual
7. Colorado Department of Transportation, Roadway Design Manual
8. American Association of State Highway and Transportation Officials, Roadside Design Guide
9. American Association of State Highway and Transportation Officials, A Policy on the Geometric Design of Highways and Streets
10. Transportation Research Board, Highway Capacity Manual
11. Federal Highway Administration, Manual on Uniform Traffic Control Devices
12. Joint BNSF Railway/Union Pacific Railroad Guidelines for Railroad Grade Separation Projects
13. American Railway Engineering and Maintenance-of-Way Association (AREMA), Manual for Railway Engineering

#### **SCOPE OF SERVICES**

Specifically, the Scope of Services shall consist of the following phases of work and enumerated work tasks:

#### **TASK 1 - DATA COLLECTION AND ROW ACQUISITION RELATED SERVICES**

##### **1.1 - Engineering Research (Quail Street to Simms Street):**

- Establish project design criteria
- Conduct a field inventory and generate a photo log of the existing roadways.
- Update Project Schedule.

##### **1.2 - Design Surveys and Mapping (Harris Kocher Smith):**

###### **1.2.1 - Survey for Roadways**

- **Design Survey:** Provide a design survey within the survey project limits. We are dividing the scope of services and cost into two phases. Phase 1 being Oak Street to Union Street. (3,900 L.F.) and Phase 2 being Kipling Street to Oak Street (2,600 L.F.) Phase 2 will be an additional service if it is determined by the City that the original project survey (2013) is no longer accurate. The limits will extend 20' north and south of the proposed roadway limits. Within each of these phases the following tasks and information will be provided:

- Project Management, Meetings, QA/QC:
  - Provide project management throughout the duration of the project, attend the kick-off meeting and additional meetings should they be requested. Upon completion of the survey, walk the site with survey in hand verifying all improvements are accurately shown. Review submittals for compliance with approved scope of services.
- Project Research:
  - Research existing survey monuments, property deeds, subdivision maps and utilities to aid in the establishment of existing right-of-way and property lines as well as the location of existing utilities. Request all available maps above from the City of Arvada.
  - Obtain permits from the City of Arvada to survey within their rights-of-way.
- Right-of-Entry: (77 Property owners)
  - Mail right-of-entry request to each private owner along the corridor. It is anticipated the design survey would extend onto private property by 20 feet both north and south of the existing right-of-way. Should the owner be non-responsive to the right-of-entry request letter we will attempt to contact them on-site the day we are planning to survey their property.
- Horizontal and Vertical Control:
  - Establish control points along the survey limits at approximate 600'-800' intervals. The control points will be based horizontally and vertically upon the Colorado State Plane Coordinate System. Control points will typically be a #5 rebar, embedded to ground level, with a green plastic cap marked control point or an aluminum cap embedded in concrete and also marked as control point. These control points will be maintained and utilized during the construction phase of the project.
  - Survey Control Diagram - Prepare a survey control diagram for the entire length of the project. The control diagram will delineate the horizontal and vertical location of the control points as well as the monument description of those control points referenced above.
  - Survey Monumentation – Locate existing section corners and existing property monuments along the corridor that establish the location of the existing rights-of-way.

- Topographic/Improvement Survey:
  - Provide a detailed topographic ground survey within the survey limits. Contours will be developed at 1' intervals. Cross sections at 50' intervals will be provided within the survey limits. All significant grade breaks will be surveyed. Establish rights-of-way and property lines based upon records research and existing field monumentation.
  - Locate all visible surface improvements i.e. signs, curb and gutter, sidewalks, handicap ramps, stripping etc. within the survey limits.
- Utilities:
  - Locate all visible utility appurtenances to include water valves, manholes, signal poles, transformers, pedestals, etc.
  - Survey the location of utilities marked on the ground by Goodbee and Associates.
  - We will provide invert elevations on all accessible utilities i.e. sanitary and storm sewers.
- Office Preparation of Survey:
  - Based upon property research, deeds and maps obtained along with the field location of monumentation, input the proposed rights-of-way and property lines.
  - Process and compile the field data preparing a 1' contour map and dtm within the survey limits.
  - Based upon utility research and field data delineate the location of utilities and reduce and label invert elevations on accessible utilities.
- The completed product will be an overall base map within the survey limits delineating rights-of-way, property lines, topography, improvements and utilities. The base map will be prepared in microstation format. We do not anticipate the necessity for traffic control to provide these services

Specific Exclusions:

- Right-of-way plan set
- Surveying within the UPRR ROW outside of the 7nd Ave. ROW
- Title Commitments
- Traffic Control
- Section Corner Restoration

### **1.3 - Right-of-Way Plans and Legal Exhibits, Ownership Map ( Harris Kocher Smith):**

The right-of-way and easement legal descriptions and exhibits prepared under this section will be final documents to be used by the City of Arvada to acquire the right-of-way and easements necessary to complete the construction of the project. They will be based on the preliminary plans, as modified with comments made at the meeting and will be prepared in compliance with the applicable City of Arvada.

- Prepare an ownership map for the project corridor. The ownership map will delineate existing rights-of-way, property lines, owners names and addresses. Rights-of-way will be determined from existing monumentation and property research with the county. The proposed rights-of-way and easements for acquisition will be overlaid to the ownership map.
- Phase 1 - Provide a total of sixty-three (31) legal descriptions with exhibits for the acquisition of rights-of-way, permanent easements or temporary construction easements. Note: We have included the property at the northeast corner of Simms St. and W. 72<sup>nd</sup> Ave. as a right-of-way acquisition and temporary construction easement for the purposes of this proposal. Note: Phase 1 services can be added to the design as an Additional Services item, if legals are required for this area. This work is not included in this scope of work.
- Phase 2 - Provide a total of twenty-six (58) legal descriptions with exhibits for the acquisition of rights-of-way, permanent easements or temporary construction easements. Note: We do not anticipate providing a legal and exhibit for the 4 full parcel takings. This area matches assumptions made by the City for ROW needs for the project. If the actual number of legals exceeds this amount then an additional services will be negotiated.

### **1.4 - Acquisition and Relocation Preparation (HC Peck and Associates):**

This Scope of Services is predicated on the following assumptions, and pertains to the portion of the project from Kipling Street to Quail Street - acquisition of property/property rights from (approximately) 38 parcels.\* If agreements cannot be reached to acquire project parcels, the files will be turned over for condemnation. All the following activities will be performed in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as directed by the City Arvada.



- Part I - Project Administration
  1. Create/maintain project scheduling information of all land activities to show progress of each parcel and to estimate completion against established milestone schedules.
  2. Attend project meetings and coordinate tasks with project engineers, appraisers, and others involved and/or affected by the project.
  3. QA/QC — File Maintenance/Closeout/Delivery
- Part II - Negotiation Prep/Negotiation/Closings
  4. Appraisals prepared pursuant to CDOT ROW manual. (See NOTE below.)
  5. Appraisal Review. (Optional, see NOTE below.)
  6. Prepare offer letters and summaries of just compensation, final offer letters, last and final offer letters, related forms, and any additional correspondence with property owner.
  7. Review all documents in preparation for negotiation and conduct negotiations with each owner for the acquisition of the property rights to be acquired based on the approved fair market value. These negotiations will be carried out in accordance with all applicable Federal and State laws, and COA policies.
  8. Obtain subordinations and/or partial releases of financial encumbrances and obtain tax prorations.
  9. Estimate of Title Work/Closings and Reimbursable Expenses

NOTE - Cost considerations regarding fee associated with the above services:

In the fee estimate, we have priced this line item as if each of the potentially affected parcels will require an appraisal. We have also included the line item for (third party) appraisal review should the City decide that such best serves the City's interests. After more is known about the specific impacts to each parcel, we anticipate being able to reduce time and costs by, for example, utilizing waiver valuations (value finds) in lieu of narrative appraisals (and the attendant review appraisals), obtaining vesting deeds (only) for parcels in which only Temporary Construction Easements will be acquired, which, in turn, reduces the number of formal closings and the need for subordinations, partial releases and tax prorations.

### 1.5 - Sub-surface Utility Engineering (Goodbee and Associates)

- Project Kick-off and Coordination Meetings
  - One Goodbee staff member will attend the project kick-off meeting and up to six project design or coordination meetings. Additional project coordination includes monthly progress reports and invoicing up to 12 months.
- Data Acquisition and Survey
  - Goodbee will submit a subsurface utility engineering notice to 811 and will follow up with utility providers as needed to obtain records of existing facilities.
  - Goodbee will manage private utility designation between Quail Street and Simms Street to depict QL B data on project plans. Goodbee will coordinate with surveyor to have utility designation surveyed. Goodbee will check designation sketches against key maps and field marks and will follow up with designator and/or utility owner regarding discrepancies. It is assumed that additional utility designation will not be required for area of the project already surveyed (Kipling to Quail) and this can be incorporated directly into the project's utility basefile.
- Preliminary Design Quail Street to Simms Street
  - Goodbee will develop 3 utility plan sheets between Quail Street and Simms Street. Attend preliminary design review meeting.
  - Goodbee will develop a utility conflict matrix based on preliminary plans for the entire corridor to identify opportunities to avoid or minimize utility relocations.
- Alternative Analysis of Simms Street and W. 72<sup>nd</sup> Avenue Intersections
  - Muller will incorporate preliminary utility data from the alternative analysis.
- UPRR Bridge and Track Design and Coordination, ROW Acquisition and ROW Plan Preparation, Environmental Investigations:
  - No support required from Goodbee for this task. ROW task will provide Goodbee with documentation on recorded utility easements noted on Schedule 2B of the title documents.
- Final Design
  - Goodbee will prepare preliminary test hole plan with input from client. Hire contractor to test hole (QL A) 60 locations over 9 days. Coordinate with contractor during test holes. Field verify test hole logs with field markings. Coordinate with project surveyor to have test holes surveyed (survey not included in Goodbee's SOW). Update existing utility CAD file with test hole survey data. Prepare test hole table. Note that the current test hole estimate assumes that test holes will be temporarily restored with 8" core drilled and filled with pea gravel or cold patch. Flow-fill, patching and permanent restoration are not included in this cost.
  - Goodbee will facilitate one-on-one meetings with the following utility providers

along the corridor. Goodbee will confirm the location of existing and planned facilities, request easement and franchise agreements, and if utility conflicts cannot be avoided, discuss conflicts and relocation strategies, cost, and timing. Coordination with Xcel Energy will include discussions regarding underground cost responsibility and funds that may be available from the current franchise agreement.

- Electric and gas: Xcel Energy
- Communications: Comcast, Sprint (MCI), CenturyLink, Zayo, City of Arvada, and Jeffco School District
- Water and sanitary: City of Arvada
- Goodbee will prepare final utility plans and specifications for Kipling to Simms Street. Assume utility notes, test hole sheet, and 11 utility plan sheets. It is assumed that water and sanitary impacts can be avoided, and water only plans for the City of Arvada will not be required. Attend review meeting.
- Goodbee will develop up to eight draft and final utility clearance letters. Goodbee will draft to be placed on City letter head and with City signature and distribution. Goodbee will complete the Xcel work request, if required.

#### **1.6 - Traffic Data Collection (IDAX)**

- Obtain intersection turning movement counts for AM, Noon and PM Peak Periods (1.5 hours each) at the following locations:
  - 72<sup>nd</sup> Avenue and Simms Street
  - 72<sup>nd</sup> Avenue and Kipling Street
  - 80<sup>th</sup> Avenue and Kipling Street
  - 80<sup>th</sup> Avenue and Simms Street

We will adjust the level of data collection depending on what data is available from the City and input from the City's Traffic Engineer?"

- Obtain 2-day directional tube counts at the following locations: 72<sup>nd</sup> Avenue between Kipling and Simms
  - 80<sup>th</sup> Avenue between Kipling and Simms
  - Kipling between 72<sup>nd</sup> Avenue and 80<sup>th</sup> Avenue
  - Simms Street between 72<sup>nd</sup> Avenue and 80<sup>th</sup> Avenue

The count data will be used for analyzing a potential detour around the construction zone via Kipling Street, 80<sup>th</sup> Avenue and Simms Street. Also, 72<sup>nd</sup> Avenue and Oak Street, as well as 72<sup>nd</sup> Avenue and Simms, counts will be used to evaluate the intersection geometry and signalization needs.

Obtain from City of Arvada, 5-year accident history (or whatever accident data is available) for the 72<sup>nd</sup> Avenue project area.

#### **END TASK 1 – DATA COLLECTION**

#### **TASK 2 - PRELIMINARY DESIGN (Oak Street to Simms Street (extending to Urban/Union))**

##### **2.1 - Geotechnical Design (Shannon & Wilson):**

The project includes the final design of the portion of the project from Kipling Street to Oak Street, and preliminary and final design for portions from Oak Street to Simms Street (extending west to Urban). Structures associated with this project include a Union Pacific Railroad (UPRR) main line bridge over 72<sup>nd</sup> Ave. (an underpass structure), retaining walls associated with the underpass structure, and several short retaining walls (less than 10 feet high) between Oak Street and Simms Street to accommodate the widening of 72<sup>nd</sup> Ave.

Shannon & Wilson previously prepared a preliminary geotechnical report associated with the UPRR underpass structure. One engineering challenge identified in the preliminary report is the design of the underpass structure as the subgrade soils in the vicinity are relatively weak (soft to stiff, sandy fat clays) with relatively shallow groundwater. The control of the groundwater was identified as a critical design element for further investigation in the final design of the underpass.

##### **Geotechnical Scope**

Our scope of work will include:

- subsurface explorations and utility notification through the Utility Notification Center of Colorado (UNCC),
- laboratory and field testing,
- geotechnical engineering and pavement design analyses,
- groundwater study,
- analytical groundwater sampling,
- optional pumping test (to be used in the groundwater study), and
- the preparation of a geotechnical design report.



For roadway cut/fill retaining wall design(allowable bearing pressure and global stability) (between Oak Street and Simms Street), our subsurface exploration program will consist of borings spaced at approximately 250-foot intervals along the proposed walls. For cost estimating purposes, we assumed 17 geotechnical borings will be extended to a depth of 25 feet and an additional 3 borings will extend to a depth of 80 feet. To support the final design studies suggested in the preliminary geotechnical design report, two 80-foot deep borings will be required for the new UPRR bridge structure. As part of the drilling, 30 feet of rock core is planned for one of the bridge abutments. The borings will be located at the proposed abutment locations and drilled within the UPRR right-of-way. Right-of-entry (ROE) permits will need to be obtained. We assume ROE will be obtained by others.

We understand 72<sup>nd</sup> Ave pavements will be reconstructed as part of this project. Because retaining walls are planned for the majority of the improvement corridor, borings drilled in the vicinity of retaining wall will also be used for the pavement subsurface investigation (Oak Street to Simms). We only anticipate four additional borings will be required to satisfy the City of Arvada's 250-foot spacing requirements. At select boring locations, bulk samples of the drill cuttings will be obtained and used for subgrade strength testing.

We will install three groundwater monitoring wells at the proposed underpass location. We will permit the monitoring wells on behalf of the City of Arvada with State Engineer's Office (SEO) in accordance with GWS-46 Monitoring/Observation Water Well Permit Application for later use in construction. We will install data loggers in the three wells and read them over the course of time so that we can determine the trend over time (timeframe will be determined and will meet design and construction timeframe objectives). Specifically, it will assist us in completing groundwater modeling to determine the effect of installing the proposed underpass structure (such as mounding or a substantial rise in groundwater caused from impeding the natural flow of groundwater). The wells will also allow us to collect and test groundwater to determine in if there are known contaminants in the underpass area that may impact the cost for long-term drawdown (as discussed further below).

A geologist or geotechnical engineer from our staff will log the borings and collect samples for classification and laboratory testing. Laboratory testing may include natural water content, grain size distribution, Atterberg limits, swell, R-Value (Hveem Stabilometer), unconfined compressive strength testing on samples of bedrock, triaxial unconsolidated-undrained and triaxial consolidated-undrained shear strength on overburden soils, and corrosion testing.

Data generated during the subsurface exploration and laboratory testing programs will be analyzed by a geotechnical engineer. A geotechnical design report will be prepared, and the report will be signed and sealed by a professional engineer registered in the state of Colorado.

### **Analytical Testing**

Analytical testing of groundwater will better inform the design team of the feasibility of long-term draw-down and disposal of the various retaining wall solutions in the preliminary report (such as permanent groundwater dewatering that could require the remediation efforts of the identified contaminants).

Groundwater samples will be collected for analytical testing from one monitoring hole located in the vicinity of the underpass structure. (Prior to sampling, the monitoring holes/wells will be developed.) The samples will be placed into laboratory-provided bottles, sealed, labeled, and placed in a cooler with ice and transported under chain-of-custody procedures to a local analytical testing lab in Denver. The sample will be analyzed for the list of analytes provided in the appendix of the Application for Colorado Discharge Permit System (CDPS) permits for Construction Dewatering (Form COG070000).

### **Groundwater Pumping Test (Optional)**

To best understand the hydrological regime of the overburden soils at the proposed underpass site, we recommend that a pumping test be conducted. The test involves installing three wells; one pumping well and two observation wells located approximately 50 and 100 feet away from the pumping well. We will pump groundwater at a steady rate (to be determined) for a minimum of 24 hours and measure change in groundwater levels (drawdown) in the adjacent wells. During testing, the pumped groundwater will need to be temporarily stored (to allow for particulates to settle) before discharge. Prior to performing the pumping test, we will conduct groundwater analytical testing for various constituents of concern (e.g. VOCs, metals, etc.) to determine if the groundwater can be discharged into the storm sewer (see above). For our cost estimate, we have assumed that the groundwater can be discharged into the storm sewer system. If analytical testing identifies constituents of concern that prohibit discharge into the storm sewer, the pumped groundwater would need to be remediated on-site prior to discharge or disposed of off-site at a waste disposal facility for an additional fee. All work will conform to 2 CCR 402-2 (2015) Rules and Regulations for Water Well Construction, Pump Installation, Cistern Installation, and Monitoring and Observation Hole/Well Construction. The advantage of a pumping test is to provide contractors information on dewatering and to better model the groundwater flow in this area, including providing information on inflows that will need to be collected and discharged.

### **Hydrogeologic Analysis**

We will establish a conceptual site model (CSM) for the project; this will include soil properties, groundwater levels and gradients, flow rates, and the hydro-stratigraphy. The CSM will form the basis for a numerical flow model that we use to evaluate groundwater flow and control options.

The modeling analysis will involve using the United States Geologic Survey's code MODFLOW to simulate soil and groundwater conditions at and surrounding the site. The model will be calibrated to available static groundwater levels and to the pumping test (if performed). We will use the model to simulate groundwater control options during construction, and to evaluate the potential inflow and mounding for the permanent underpass. The pumping test (if selected) and modeling results will be provided to the Contractor for designing a construction dewatering system.

### Geotechnical Assumptions

- Borings will be drilled within the roadway and will require temporary lane closures. Work hour restrictions within roadway are anticipated to be 9:00 AM to 3:00 PM, and **work hour restrictions limiting lane closures to night work are not anticipated.**
- Approximately 12 days of drilling is anticipated with 10 days requiring traffic control (without the optional groundwater pumping test).
- A life cycle cost analysis of the pavement sections will not be completed as part of this project.
- All of our fieldwork will take place on City of Arvada right-of-way (ROW). All fees will be waived for street-cut/right of way permits.
- Based on our previous subsurface investigation in the area, we understand that utilities along 72<sup>nd</sup> Ave. are abundant. In addition, proposed borings in both the eastbound and westbound traffic lanes are adjacent to overhead power lines. This greatly reduce the potential area where geotechnical drilling can be located. As such, we have included 20 hours of hydro excavation (vacuum truck utility potholing) to determine if utilities are present in the upper 5 feet of borings prior to commencing drilling activities. No geotechnical samplings will be taken where the hydro excavation is conducted.
- Borings outside of the existing roadway will encounter soil that is not contaminated and can be backfilled in the borings. Borings in the roadway will be backfilled to grout mixed onsite. The existing pavement will then be patched with cold-patch asphalt.
- We assumed up to four 2-hour meetings with the design team.
- At the completion of drilling, Shannon & Wilson, will backfill and stake the boring locations. Survey of the boring locations will be completed by others.
- Project specifications will be developed by others.
- We assume work will be completed during calendar years of 2018 and 2019.

- Survey test hole locations and show them on the project plans. (Harris Kocher Smith, Muller)

## 2.2 - Traffic Engineering Design:

- Traffic counts compiled for the project area will be adjusted to Year 2040 turning movement volumes, based on the 2040 DRCOG traffic model (constrained) and City of Arvada traffic data. Projections for 72<sup>nd</sup> Avenue will be developed under this Scope of Services. Link volumes will be based on DRCOG model or other information provided by City of Arvada. Sub area travel demand modeling is not a part of this Scope of Services.
- Intersection capacity analysis and LOS will be completed for the intersections of 72<sup>nd</sup> Avenue and Simms as well as 72<sup>nd</sup> Avenue and Quail.
- Using the traffic data obtained in Section 1.5, prepare a traffic analysis of a proposed detour route using Kipling Street, 80<sup>th</sup> Avenue and Simms Street as a detour around the project site.
  - Develop roadway volumes on the detour route by assigning 72<sup>nd</sup> Avenue traffic to the detour route.
  - Develop turning movement counts at the intersections along the detour route using the additional 72<sup>nd</sup> Avenue assigned volumes:
    - 72<sup>nd</sup> Avenue and Kipling Street
    - Kipling Street and 80<sup>th</sup> Avenue
    - 80<sup>th</sup> Avenue and Simms Street
    - 72<sup>nd</sup> Avenue and Simms Street
  - Determine levels of service for the intersections with the additional detour traffic.
- Develop an Access Control Plan for 72<sup>nd</sup> Avenue to determine how access can be perpetuated to properties along the depressed section of 72<sup>nd</sup> Avenue.
  - Determine, with City staff input, options to maintain access to properties on the north and south sides of 72<sup>nd</sup> Avenue, including the First United Church of Arvada property (SW corner of 72<sup>nd</sup> Avenue and Simms Street) and the Enterprise Grange 25 (NW corner of 72<sup>nd</sup> Avenue and Simms Street).
  - Review access alternatives for the Watson property on the south side of 72<sup>nd</sup> Avenue at the intersection with Quail. Meet with City representatives and home owner to review the potential for shifting access to the west to allow for re-alignment of the Quail intersection.



- A Memorandum of Design - Traffic, will be prepared and submitted to the City. The memorandum will document all data collection, analysis, findings and recommendations relating to traffic issues outlined above.
- Intersection Type Selection Report at West 72<sup>nd</sup> Avenue and Simms (convention intersection compared to a roundabout). The scope of the report does not include traffic micro-simulation (aka VISSIM). Any necessary microsimulation would be an additional service on a time and materials basis.

### **2.3 - Preliminary Utility Design :**

- Based on information provided by Goodbee, detailed in section 1.5, determine utility conflicts caused by the project and detail locations needed for test hole locations.
- Lay out horizontal locations of dry utilities that will need to be relocated as part of the project (these may include, gas, electric and communications)
- A utility coordination meeting will be held with utility company representatives to review conflicts and their resolution along with the financial responsibilities of resolving the conflicts (Muller/Goodbee and Associates).
- Prepare preliminary plans for the relocation of the following wet utilities:
  - Storm sewer (see drainage section)

### **2.4 - Preliminary Drainage Plans:**

- Establish drainage design criteria to be used for the project per the City of Arvada Engineering Code of Standards and Specifications. Develop drainage design criteria with input and approval of City staff.
- Obtain available storm sewer as-constructed drawings or key maps from City of Arvada.
- Review past drainage reports and other available drainage-related information (Master Plans, Flood Plain Studies).
- Establish drainage basin boundaries and characteristics for minor cross drainages and storm sewer design points.
- Conduct field reconnaissance to verify drainage basin boundaries for cross drainage and storm sewer design.
- Determine design flows and capacity to be carried by the storm sewer main in 72<sup>nd</sup> Avenue according to the City of Arvada Engineering Code of Standards and

### Specifications.

- Determine storm sewer size and alignment necessary to accommodate the widening of 72<sup>nd</sup> Avenue between Oak Street and Simms Street. It is anticipated that the new storm sewer will align with the existing storm sewer system in W. 72<sup>nd</sup> Avenue. Where applicable, the existing storm sewer in W. 72<sup>nd</sup> Avenue will be maintained.
- Prepare a plan and profile design (plan view will be shown on the Roadway Plans) for the new 72<sup>nd</sup> Avenue storm sewer.
- Using the City of Arvada Engineering Code of Standards and Specifications and Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual, analyze flows on pavements and determine storm sewer and inlet requirements along the project.
- Establish locations of required drainage structures and design requirements for each.
- Prepare preliminary plans for permanent water quality Best Management Practices for the project to meet the City of Arvada MS-4 Permit. Determine potential locations for permanent water quality pond(s) in the project area. A potential location for the west drainage system is at the SW corner of 72<sup>nd</sup> and Simms Street.
- Prepare a Preliminary Drainage Report for the project.
- Prepare quantity estimate and opinion of probable construction cost for drainage improvements.
- Storm sewer improvements recommended in the Leyden Creek Major Drainageway Plan are not included in this scope of work.

### **2.5 - Preliminary Roadway Plans:**

- Conduct an analysis of the roadway typical section and profile to determine the optimum roadway section and transitions for the corridor between Urban/Union Street and Oak Street. Consider interface of the roadway and pedestrian elements with the horizontal and vertical alignments and utilities in the corridor. Develop a cost effective template and profile through the corridor that considers cost, utility, property access and right-of-way impacts associated with the construction of the full 4-lane section from Urban/Union Street to Oak Street.

- Prepare preliminary plans for the Field Inspection Review (FIR) to include the following items:
  - Title Sheet
  - Standard Plans List
  - Typical Sections
  - General Notes Survey Control Diagram and Notes
  - Ownership Map
  - Plan and profile sheets (1"=40' at 11" x 17" size), including line drawing of existing topography (man-made features only), survey alignment, proposed alignments, profile grades, existing ground lines, existing ROW, drainage structure notes, top and toe of slopes, proposed right-of-way, existing property owner names, proposed easements and proposed pavement markings. Plans and profiles may be on separate sheets, if necessary, for clarity.
  - Locations of soil borings
  - Preliminary intersection layouts, at 1"=40' including 72nd Avenue at the following locations:
    - Quail Street
    - Simms Street
  - Cross-sections of the existing ground and proposed roadway subgrade template (at 50-foot intervals).
  - Preliminary driveway profiles
  - Construction phasing plans.
- Roadway plans will show proposed access locations to adjacent properties.
- Prepare a Summary of Approximate Quantities and opinion of probable construction cost.

#### **2.6 - Preliminary Lighting Plans (Clanton and Associates)**

- Kickoff meeting
- Establish basis of design
- Preliminary lighting design
- Luminaire selection

- Preliminary lighting calculations
- Preliminary electrical design
- Preliminary tabulation of approximate quantities
- Utility coordination
- Opinion of Probable Cost
- Up to one (1) submittal (30% set)
- Attendance at 30% Review meeting in Arvada

**2.7 - Construction Phasing Plans:**

- Review design plans to determine a logical approach for staged construction.
- Prepare a schematic construction-staging plan to illustrate possible construction staging. Road closure and/or special incentive specifications may be considered during project construction.
- Prepare typical section (schematic) showing detours and work areas within the roadway right-of-way for various construction phases. Should closure of 72nd Avenue be required for the Simms Street intersection, consider a detour route using Oak Street, 64th Avenue and Ward Road as a detour. Analysis of the impact of such a detour is included in other tasks.
- Prepare preliminary quantity estimate and opinion of probable construction cost for construction traffic control items.

**2.8 - Preliminary Traffic Signal Plans:**

- Prepare traffic signal plans for 72<sup>nd</sup> Avenue at Quail Street and Simms Street
- Prepare traffic signal quantity estimate and opinion of probable construction cost.

**2.9 - Signing and Striping Plans:**

- Preliminary signing and striping for the project will be shown on the preliminary roadway plans.
- Prepare opinion of probable construction cost for signing and striping items.



**2.10- Right-of-Way Delineation:**

- Based on the cut and fill limits on the preliminary plans, outline the proposed right-of-way lines delineating the right-of-way required to construct and maintain the project.
- Calculate areas of parcels and easements to be acquired (HKS).
- Draft new ROW and land lines on Ownership Maps (HKS).

**2.11 - Preliminary Design Review Meeting**

- Arrange and attend a Preliminary Design Review Meeting with City Staff and other affected parties, as required by the City.
- Prepare and distribute minutes of Preliminary Design Review Meeting.
- Make minor revisions to plans as agreed to by the City (included in Final Design phase).

**END TASK 2 – PRELIMINARY DESIGN****TASK 3 - ENVIRONMENTAL SERVICES (Kipling Street to Simms Street)****3.1 - Environmental Data Collection (HDR)**

- Wetlands and WOUS surveys will be done but the WOUS that are impacted are assumed to be not jurisdictional, therefore no Section 404 permit is needed.
- Assume CDOT is not involved in any way.
- Noise measurements will be taken and a generalized assessment of possible noise impacts will be prepared. No noise abatement will be analyzed. A memo will be prepared to document this study.
- Generalized air quality documentation will be prepared. No hot spot or emissions models will be run. A memo will be prepared to document this.
- Impacted vegetation will be identified and commitments made to replace trees in accordance with the City of Arvada ordinance. A memo will be prepared.
- A biologist will document survey results in a memo format - that no threatened or endangered species habitat exists in the study area.
- A water quality memo will be prepared that describes temporary and permanent best management practices that will be employed in accordance with Arvada's MS 4 permit requirements.

- The environmental lead will attend 10 team meetings and be responsible for overall team coordination.

### END TASK 3 – ENVIRONMENTAL SERVICES

#### **TASK 4 - FINAL DESIGN (Kipling Street to Simms Street)**

Following the City review of the preliminary plans and, at the direction of the City, the following final design work will be completed:

##### **4.1 - Final Utility Coordination:**

- Revise plans to reflect input from utility owners at the Utility Coordination Meeting.
- Attend various meetings with utility companies to discuss impacts/relocations to their facilities. Up to ten (10) meetings are assumed.
- Participate in discussions with City of Arvada for the preparation of agreements with the Farmers Highline Ditch Company.

##### **4.2 - Final Utility Design (W 70<sup>th</sup> Drive to Oak Street):**

###### **Proposed Waterline**

Project Coordination. Muller will work directly with the City on the water line design, which will then be incorporated into the set of roadway plans. Since Muller prepared the design for the roadway improvements, we will coordinate the water line work with that work.

Review Water and Utility Information. The utility and potholing information gathered on the project will be reviewed in the area of the new water line alignment. Muller will also use the City's Water key map information you provided us.

Construction Drawings. We will design and prepare construction drawings for the proposed 18-inch water line along Indiana Street between W. 70th Drive and Oak Street, as shown in the preliminary design plans. We anticipate that six drawings will be prepared that will be incorporated into the roadway bid set. One drawing will have the General Notes and Quantities, and the other five drawings will be Plan and Profile sheets showing the water line design. To make sure the latest version of your standard water line details are being used, we will refer to your standard detail figures by notes on the drawings.

Specifications. A project special provision to the CDOT Specifications Section 619 will be prepared to refer to the City's standards and specifications for all the water line work.

Quantities and Engineer's Opinion of Construction Cost. CDOT's Master Item Code Book will be used for the bid items. Muller will estimate the quantities of work and tabulate them on the water line drawings as well as the Summary of Approximate Quantities for the overall Roadway project. An engineer's opinion of construction cost will be prepared.

Right-of-way and Easements. We assume that the work can be designed and constructed in public right-of-way. Therefore, the acquisition of additional right-of-way or easements are not anticipated to be needed and are not proposed to be performed.

#### **Sanitary Sewer**

Prepare final design plans and specifications for the proposed 8-inch sanitary sewer running along the north side of 72<sup>nd</sup> Ave between approximately W. 70<sup>th</sup> Drive and Oak Street, as depicted in the preliminary design plans. Design will comply with City of Arvada standards.

#### **4.3 - Final Drainage Plans:**

- Revise drainage plans, and other drainage details based on F.I.R. comments and modifications required due to utility conflicts determined by potholing.
- Prepare storm sewer/irrigation plans and profiles.
- Modify plans for modifications in the irrigation systems.
- Prepare tabulations of quantities for storm sewers, culverts and irrigation quantities.
- Prepare details for drainage and irrigation facilities as needed.
- Design BMP's to meet MS-4 requirements for water quality for the proposed roadway improvements. Finalize right-of-way needs, if any, for BMP's, so right-of-way plans and acquisition can proceed.
- Prepare Erosion Control Plans for construction of the project. The plans will depict schematically the measures to be used to minimize erosion and sedimentation during construction. The plans will be at a scale of 1"=100' (11" x 17"). The Erosion Control Plans shall accommodate and address the differing requirements for each proposed phase of construction.
- Prepare a Tabulation of Temporary Sedimentation and Erosion Control.
- Prepare a Final Drainage report.

#### **4.4 - Final Bridge and Retaining Wall Design (HDR, Inc.)**

This scope of work includes from 30% through final design of the structure type selected (2 span, steel plate girders and a welded steel deck plate). Additionally, the 30% plans (previously prepared under a separated contract) will be submitted to UP for review and comments will be addressed from that review.

The scope does not include survey, ROW services, geotechnical engineering, hydraulic or drainage engineering, utility coordination or relocations, civil engineering pertaining to roadway or pedestrian path, or maintenance of traffic (including design of 72<sup>nd</sup> Avenue roadway detour, which is to be performed by others).

This scope does not include construction support, inspection, shop drawing review, bidding assistance, and the final as-built documents.

Design and develop bridge plans for new pedestrian and roadway underpass. This task will include the following:

- Submit 30% plans to the UP (30% plans previously submitted to City, additional preparation of 30% plans not included in this SOW);
- Address 30% UP and City structures comments. Address UP and City structures comments from 60% and 100% submittals;
- Layout, complete analysis and design and detail of bridge in accordance with UP and AREMA standards;
- Design check of the bridge in accordance with UP and AREMA standards (dependent review of one set of calculations);
- Layout, complete analysis and design and detail of the retaining walls parallel to 72<sup>nd</sup> Avenue
- Design check of the retaining walls in accordance with City and CDOT standards (Independent set of design calculations performed by 2 separate engineers);
- Produce specifications, bid items, quantities and Engineer's Opinion of Probable Construction Costs in accordance with Arvada, CDOT and UP standards;
- Communicate with UP on design issues that need to be addressed throughout the design process;
- Perform QC review of the drawings prior to submittals. The QC review will follow HDR's QA/QC procedures.



#### **4.5 - Final Track Design (HDR, Inc.)**

Design and develop track plans for temporary shoo fly track to be used for construction of new pedestrian and roadway underpass. This task will include the following:

- Submit 30% plans to the UP;
- Address UP 30% track comments on 60% and 100% submittals;
- Prepare design documents for the temporary at grade crossing of the 72nd Avenue roadway detour (72nd Avenue roadway detour by others) and temporary track shoo fly at 60% and 100% level in accordance with requirements necessary for PUC application and UP review/execution of Construction, Maintenance and Use Agreement.
- Prepare design documents for the proposed UP track and embankment at 60% and 100% level in accordance with requirements necessary for PUC application and UP review/execution of Construction, Maintenance and Use Agreement.
- Produce specifications, bid items, quantities and Engineer's Opinion of Probable Construction Costs in accordance with UP standards;
- Identify which construction activities a contractor will perform and which work will be performed by UP;
- Communicate with UP on design issues that need to be addressed throughout the design process;
- Coordinate and communicate track design elements and issues with other team disciplines (e.g. structures, hydrology and hydraulics, roadway, and permitting);
- Perform QC review of the drawings prior to submittals. The QC review will follow HDR's QA/QC procedures.

##### **Construction Phasing and Shoring Design**

- Develop construction phasing and shoring limits required for underpass construction. This task will include the following:
- Layout, design and detail shoring type/sequence required for construction according to UP Guidelines for Temporary Shoring;
- Develop and produce track phasing and sequencing plans;
- Detail construction phasing layout;
- Perform QC of structural design calculations for shoring;

- Perform QC review of the drawings prior to submittals. The QC review will follow HDR's QA/QC procedures.

#### **4.6 - Final Roadway Plans - Final Office Review (F.O.R. Plans):**

- Revise preliminary roadway plans based on F.I.R. comments.
- Prepare Summary of Approximate Quantities.
- Prepare quantity tabulations for individual items. Anticipated tabulations include construction surveying, removals/resets/adjust items, earthwork, guardrail, concrete items, surfacing, fencing, storm sewers and others listed in subsequent sections of the Scope.
- Prepare detail sheets for various miscellaneous project components.
- Prepare Project Special Provisions and Standard Special Provisions (e.g. technical specifications) to augment the Colorado Department of Transportation's Standard Specifications for Road and Bridge Construction.
- Prepare F.O.R.-level Construction Cost Estimate based on the Summary of Approximate Quantities.

#### **4.7 - Final Lighting Plans (Clanton and Associates)**

- Incorporate comments from 30% Review
- Final lighting layout
- Final lighting details
- Luminaire schedule
- Final electrical design
- Panel schedules
- One line diagrams
- Lighting Control Centers, including short circuit calculations and feeder sizing
- Circuiting and conduit, including voltage drop calculations and conduit sizing
- Electrical details
- Updated specifications
- Tabulation of Approximate Quantities

- Opinion of Probable Cost
- Up to two (2) submittals (90% and 100% sets)
- Attendance at one (1) Design Review meeting in Arvada
- Attendance at 60% and 90% Reviews in Arvada

#### **4.8 - Construction Phasing and Traffic Control Plans and Quantities (Muller):**

- Prepare detailed "suggested" construction traffic control plans showing suggested construction phasing, work zone locations, temporary striping, construction signing and placement of construction traffic control devices anticipated to complete the work.
- Prepare "suggested" traffic control and phasing notes sheet.
- Prepare Tabulation of Suggested Traffic Control Devices, and Tabulation of Contractor Traffic Control Pay Items.

#### **4.9 - Final Traffic Signal Plans:**

- Finalize traffic signal plans for the 72<sup>nd</sup> Avenue and Simms Street, Quail Street and Oak Street intersections.
- Prepare tabulation of traffic signal items.
- Prepare Project Special Provisions for traffic signal items.

#### **4.10 - Final Signing and Striping Plans:**

- Prepare signing and striping plans for the project at 1"=100' scale (11" x 17" sheets). Plans will show striping layout for permanent roadway striping, existing and proposed sign locations, removal and resetting of signs, and proposed sign sizes and codes.
- Prepare tabulation of signs.
- Prepare tabulation of pavement markings.

#### **4.11 - Final Landscaping Design (HDR, Inc.)**

- It is assumed that the City will provide HDR with the preferred treatments and limits for the project for inclusion in design documents. Alternatives analysis, preparation of graphics and/or presentations for public outreach, or participation in public outreach efforts are not included in this scope.
- Review 30% plans to provide feedback on potential ROW & Median landscaping treatments, as well as underpass surface treatments and coordinate with the City to

identify preferred design (assumed 1 coordination meeting with City to determine preferred treatments);

- Prepare final design documents including:
  - Coordination with Utilities Plans prepared by others
  - Preparation of Hardscape Plans
  - Coordination with Lighting Design prepared by others
  - Coordination with Signage Plans prepared by others;
- Prepare a design presentation;
- Prepare construction costs and quantities for the preferred treatment;
- Prepare a Final Design Report
- Planting Design and preparation of Landscape Plans is not included in this scope of work. Coordination of plantings with SWMP and Grading plans is assumed to be by others. Landscape plans are assumed to be prepared by others.

#### **4.12 - Final Office Review:**

- Arrange and attend Final Design Review meeting with City Staff and other affected parties, as required by the City.
- Prepare and distribute minutes of the Final Design Review meeting.
- Make minor plan revisions after the Final Design Review as requested by City. Submit one set of plans (11" x 17") and technical specifications (8.5" x 11") with F.O.R. comments incorporated ("Post-Final Design Review Plans and Specs") to City for approval. Revisions to plans will be made as needed based on City of Arvada staff input and minor modifications required due to the right-of-way negotiations. Any revisions requested 4 weeks or more after the Final Design Review meeting can be completed as an additional service after discussion with and agreement by the City.
- Submit a 'final review' set of plans to Arvada for a final check to assure that FOR comments have been incorporated.
- Prepare Record Sets (2) of Approved Post-FOR Plans (8-1/2" x 14") and Specifications with a P.E. Stamp and signature. Submit one to the City of Arvada keep one each in project files.

**END OF TASK 4 - FINAL DESIGN**



**TASK 5 – PROJECT COORDINATION AND CONTINUING REQUIREMENTS**

- Arrange time for pre-design meeting and notify all interested parties as agreed to by City of Arvada Staff.
- Attend and document pre-design meeting.
- Attend monthly conference call meetings, of 60 minutes duration. Estimate 18 meetings (HDR/and Muller).
- Muller Project Manager will send a weekly e-mail update to the Arvada Project Manager and other Arvada Staff as directed by Arvada PM.
- Prepare and distribute written minutes of meetings required for the project. Minutes will be distributed via e-mail as pdf files.
- Document time delays, scope of work variations, changes in input from entities and coordinate said documentation.

**END OF TASK 5 - PROJECT COORDINATION AND CONTINUING REQUIREMENTS****PROJECT DELIVERABLES (TASKS 1-5)**

All deliverables will be made available to the City of Arvada via electronic pdf files. The following hardcopy files will also be made available if requested by the City.

Allow six (6) weeks for in-house reviews by the UP's Central Engineering department from the time plans are received. Review comments shall be returned to the UP Local Representative.

- Response to UP review comments as listed above
- 60% Plans, Specifications, and Engineer's Opinion of Probable Construction Costs (the 60% submittal will reflect the 30% review comments)
- 100% Plans, Specifications, and Engineer's Opinion of Probable Construction Costs
- PS&E Plans, Specifications, and Engineer's Opinion of Probable Construction Costs
- One copy of the structure calculations for the bridge, retaining walls and the shoring

**TASK 1 - DATA COLLECTION:**

- One (1) copy each:
  - Roll Plot of digital aerial photograph of project corridor
  - Preliminary Right-of-Way Ownership Map
  - Final Right-of-Way Ownership Map
  - Right-of-way and easement legal descriptions and exhibits (PDF)
  - Utility Clearance Letters (PDF)
  - Traffic Data

**TASK 2 - PRELIMINARY DESIGN:**

- Five (5) 11" x 17" copies each:
  - Preliminary Design Review Plans – Muller will send out pdf files of the FIR plans to project stakeholders including City staff, subconsultants, utility companies, Union Pacific Railroad, ditch companies and stakeholders as directed by Arvada.
  - Additional copies of the plans will be distributed electronically as pdf files via e-mail
- Two (2) copies each:
  - Draft Geotechnical Report
  - Final Geotechnical Report (Stamped and Signed by Professional Engineer)
  - Memorandum of Design - Traffic
  - Memorandum of Design - Utilities (Goodbye)
  - Preliminary Drainage Report

**TASK 3 - ENVIRONMENTAL SERVICES**

- Two (2) copies each:
  - Air Quality Documentation
  - Noise Assessment Memo
  - Water Quality Memo

**TASK 4 - FINAL DESIGN:**

- Five (5) 11" x 17" copies each:
  - Final Design Review Plans – Muller will send out pdf files of the Final Design plans to project stakeholders including City staff, subconsultants, utility companies, ditch companies and other stakeholders as directed by Arvada.

Additional copies of the plans will be distributed electronically as pdf files via e-mail
- Two (2) copies each:
  - Final Drainage Report
  - Final Design level Construction Cost Estimate
  - Right-of-Way and Easement Legal Descriptions and Exhibits with PLS stamps
- Plans and Technical Specifications with P.E. Stamp and signature (Record Set)
- One (1) copy each:
  - Original 11" X 17" Final Plans and Technical Specifications (with Post-Final Design revisions)
- Final Geotechnical Report (Includes Pavement Design)

**TASK 5 - PROJECT COORDINATION AND CONTINUING REQUIREMENTS:**

- Meeting minutes

**END OF DELIVERABLES LIST****INFORMATION/TASKS TO BE FURNISHED/COMPLETED BY CITY OF ARVADA**

The City will furnish the following items at no charge to the Engineer (if available), or complete the listed tasks:

- Available accident data for 72<sup>nd</sup> Avenue in the project area
- Available traffic data for streets in the project area
- City water, stormwater and sanitary sewer maps
- Available plans developed by previous consultants for the intersection improvements
- Pay plan review and permit fees for agreements with all pertinent Irrigation Companies.
- Preparation of Colorado Department of Public Health and the Environment Colorado Discharge Permit System (CDPS) Stormwater Discharges Associated With: Construction

#### Activities Application

- Preparation of Colorado Department of Public Health and the Environment Colorado Discharge Permit System (CDPS) Construction Dewatering Industrial Wastewater Discharge Application
- Provide opportunities for public input during design process via City Council meetings or other by other means as deemed appropriate by the City.

**The scope of work and associates fee are based on the following assumptions and exclusions. These are in addition to those that may be stated in preceding sections of the scope:**

#### **Assumptions:**

- Final Design for the portion of the project from Kipling to Oak will be based on the preliminary design work already completed and submitted in 2017. No consideration is made for alternative design options or variations from the design approach shown in the plans.
- Additional ground survey will be obtained only for portions of the project from Quail to Simms (and extending to the west from Simms as described in the above sections of the scope). Additional survey representing changed conditions on portions of the project from Kipling to Quail can be obtained as an Additional Service.
- Legal descriptions and exhibits, and ROW acquisition services will be provided for portions of the project from Kipling to Quail only. For portions of the project from Quail to Simms, these services can be provided at an additional cost once impacts are clearly known.
- Quality Level B (QL-B) Subsurface Utility Engineering will be provided only for portions of the project from Quail to Simms. If it is determined that QL-B is desired for the remaining portions of the project, it can be provided as an Additional Service.
- UPRR, utility companies and ditch companies will cooperate fully with the design team and will respond to coordination efforts as required in order to keep the project moving forward on the prescribed schedule.
- Drainage design for portions of the project from Quail to Simms (extending to the west) will not require work to comply with work outlined in the Leyden Creek Major Drainageway Plan.



- If needed, retaining wall design will be provided by the contractor (Quail to Simms).
- Intersection design for the 72nd Ave/Simms intersection will be for a conventional intersection (not a roundabout design).
- Plans will be designed and detailed in MicroStation environment (using the UP CAD standards) and will have the same appearance and level of detail as a typical UPRR set of plans. CDOT CAD Standards will be used for elements of the plans not covered by UP CAD Standards;
- Track alignment will follow the alignment included in the 30% design plans;
- Shoo fly track design and earthwork modeling will be performed using InRoads software;
- Plan submittals will be on 11x17-inch sheets and submitted as pdf files;
- CDOT standard specifications will be used for the construction bid package. Special Provisions will be added as necessary to include UP and AREMA requirements and other items not included in these specifications;
- All site drainage will be designed and detailed by others. UP comments on site drainage will be addressed by others;
- Track construction will be by UP forces and no track specifications or standard details will be included for track work.
- Supplemental data collection will be performed by others and provided to HDR
- Design work for structures will be in accordance with the type and alignment provided in the 30% plans previously submitted by HDR under a separated contract. Additional structural type analysis or alternative development is not included in this SOW.

**Exclusions:**

- Irrigation design (Simms to Oak).
- Water/Sanitary Sewer Design (Simms to Oak.)

- Design/redesign of the preliminary design elements (Kipling to Quail) based on the results of the groundwater mounding and subsurface groundwater investigation.
- Additional ground survey, Kipling to Quail.
- Legal descriptions, exhibits, or ROW acquisition or relocation services (Quail to Simms).
- QL-B SUE for portion of project from Kipling to Quail.
- Utility relocation plans, Quail to Simms.
- Section 404 permit.
- Plantings or irrigation system design.
- Structural engineering/wall design, Quail to Simms.
- Roundabout intersection design.
- VISSIM or other micro-simulation services.
- CLOMR, LOMR.
- Floodplain permitting.
- Value engineering ideas from December 2017 Design Memo.
- Public Engagement/Involvement.
- Post construction services.
- Section Corner restoration
- Storm Water Discharge Permit/Stormwater Construction Permit

#### **INFORMATION TO BE FURNISHED BY CITY OF ARVADA**

The CITY will furnish the following items, if available:

- Available Accident Data
- Available traffic data for 72<sup>nd</sup> Avenue in the project area.
- Plats and drainage reports for surrounding subdivisions

**END SCOPE OF WORK - 72<sup>nd</sup> AVENUE – KIPLING STREET TO SIMMS STREET**

# APPENDIX B- FEES





PROJECT FEE ESTIMATING SHEET



CLIENT: City of Arvada

PROJECT: West 72nd Avenue – Kipling Street to Simms Street Project NO. 18-ST-30



Prepared by: GCM  
Checked by: BJF

Proposal No. 918.43  
Date 9/18/2018  
Proposed Total Fee **\$2,095,772**

| Task No. | Task Description                                                           | TIME (HOURS) |          |         |          |          |       |           |          |          |          |          |          |           |          |          |           |         |            |           | EXPENSES         |                     |           |                    |          |         |                 |         |       |              | TOTALS     |               |               |  |  |  |  |  |  |
|----------|----------------------------------------------------------------------------|--------------|----------|---------|----------|----------|-------|-----------|----------|----------|----------|----------|----------|-----------|----------|----------|-----------|---------|------------|-----------|------------------|---------------------|-----------|--------------------|----------|---------|-----------------|---------|-------|--------------|------------|---------------|---------------|--|--|--|--|--|--|
|          |                                                                            | PRIN         | PM 9     | PM9     | PM 8     | PM 7     | PM 6  | PM 6      | PE 6     | DE 3     | PE 5     | PE 4     | PE 4     | DE 3      | DE 2     | DE 1     | CADD 4    | ADMIN   | PROJ COORD | HDR       | Shannon & Wilson | Harris Kocher Smith | H.C. Peck | Goodbee and Assoc. | Clanton  | IDAX    | Travel/ Mileage | Repro   | Misc. | Time (Hours) | Labor (\$) | Expenses (\$) | Subtotal (\$) |  |  |  |  |  |  |
|          |                                                                            | \$194        | \$186    | \$186   | \$176    | \$159    | \$153 | \$147     | \$153    | \$112    | \$134    | \$123    | \$123    | \$112     | \$104    | \$94     | \$101     | \$109   | \$85       |           |                  |                     |           |                    |          |         |                 |         |       |              |            |               |               |  |  |  |  |  |  |
| 1        | Data Collection                                                            |              |          |         |          |          |       |           |          |          |          |          |          |           |          |          |           |         |            |           |                  |                     |           |                    |          |         |                 |         |       |              |            |               |               |  |  |  |  |  |  |
| 1.1      | Engineering Research                                                       |              |          |         |          |          |       | 2         |          |          |          | 12       |          | 12        |          |          |           |         |            |           |                  |                     |           |                    |          |         |                 |         |       | 26           | \$3,114    | \$0           | \$3,114       |  |  |  |  |  |  |
| 1.2      | Design Surveys and Mapping                                                 |              |          |         |          |          |       | 2         |          |          |          |          | 4        |           |          | 4        |           |         |            |           | \$36,000         |                     |           |                    |          |         |                 |         | 10    | \$1,146      | \$36,000   | \$37,146      |               |  |  |  |  |  |  |
| 1.3      | Right-of-Way Plans and Legal Exhibits, Ownership Map                       |              |          |         |          |          |       | 6         |          |          |          |          | 8        |           |          |          |           |         |            |           | \$31,300         |                     |           |                    |          |         |                 |         | 14    | \$1,778      | \$31,300   | \$33,078      |               |  |  |  |  |  |  |
| 1.4      | Acquisition and Relocation Preparation                                     |              |          |         |          |          |       | 12        |          |          |          |          | 4        |           |          | 4        |           |         |            |           |                  | \$489,230           |           |                    |          |         |                 |         | 20    | \$2,616      | \$489,230  | \$491,846     |               |  |  |  |  |  |  |
| 1.5      | Sub-Surface Utility Engineering                                            |              |          |         |          | 10       |       | 60        |          |          |          | 40       |          | 50        | 40       |          |           |         |            |           |                  |                     | \$72,432  |                    |          |         |                 |         | 200   | \$25,090     | \$72,432   | \$97,522      |               |  |  |  |  |  |  |
| 1.6      | Traffic Data Collection                                                    |              |          |         |          |          |       |           | 1        | 2        |          |          |          |           |          |          |           |         |            |           |                  |                     |           |                    | \$1,640  |         |                 |         | 3     | \$377        | \$1,640    | \$2,017       |               |  |  |  |  |  |  |
| 2        | Preliminary Design (Oak Street to Simms Street (Extending to Urban/Union)) |              |          |         |          |          |       |           |          |          |          |          |          |           |          |          |           |         |            |           |                  |                     |           |                    |          |         |                 |         |       |              |            |               |               |  |  |  |  |  |  |
| 2.1      | Geotechnical Design                                                        |              |          |         |          |          |       | 2         |          |          |          |          | 2        |           |          |          |           |         |            |           | \$149,931        |                     |           |                    |          |         |                 |         | 4     | \$518        | \$149,931  | \$150,449     |               |  |  |  |  |  |  |
| 2.2      | Traffic Engineering Design                                                 |              |          | 20      |          |          |       | 25        | 120      | 240      |          |          |          | 40        |          |          | 30        |         |            |           |                  |                     |           |                    |          |         |                 |         | 475   | \$60,145     | \$0        | \$60,145      |               |  |  |  |  |  |  |
| 2.3      | Preliminary Utility Design                                                 |              |          |         |          |          |       | 20        |          |          |          |          | 40       |           |          | 20       |           |         |            |           |                  |                     |           |                    |          |         |                 |         | 80    | \$9,440      | \$0        | \$9,440       |               |  |  |  |  |  |  |
| 2.4      | Preliminary Drainage Plans                                                 |              |          |         | 5        | 80       |       | 20        |          |          |          | 200      |          | 30        | 200      |          | 100       |         |            |           |                  |                     |           |                    |          |         |                 |         | 635   | \$75,400     | \$0        | \$75,400      |               |  |  |  |  |  |  |
| 2.5      | Preliminary Roadway Plans                                                  | 2            |          |         | 6        |          |       | 40        |          |          | 60       |          |          | 200       |          | 150      | 140       |         |            |           |                  |                     |           |                    |          |         |                 |         | 598   | \$66,004     | \$0        | \$66,004      |               |  |  |  |  |  |  |
| 2.6      | Preliminary Lighting Plans                                                 |              |          |         |          |          |       | 1         |          |          |          |          | 4        |           |          | 2        |           |         |            |           |                  |                     |           |                    | \$19,125 |         |                 |         | 7     | \$797        | \$19,125   | \$19,922      |               |  |  |  |  |  |  |
| 2.7      | Construction Phasing Plans                                                 |              |          |         |          |          |       | 8         | 16       | 80       |          |          |          | 16        |          | 20       | 100       |         |            |           |                  |                     |           |                    |          |         |                 |         | 240   | \$26,356     | \$0        | \$26,356      |               |  |  |  |  |  |  |
| 2.8      | Preliminary Traffic Signal Plans                                           |              |          | 1       |          |          |       |           | 6        | 30       |          |          |          |           |          |          | 20        |         |            |           |                  |                     |           |                    |          |         |                 |         | 57    | \$6,484      | \$0        | \$6,484       |               |  |  |  |  |  |  |
| 2.9      | Signing and Striping Plans                                                 |              |          | 1       |          |          |       |           | 6        | 32       |          |          |          |           |          |          | 20        |         |            |           |                  |                     |           |                    |          |         |                 |         | 59    | \$6,708      | \$0        | \$6,708       |               |  |  |  |  |  |  |
| 2.10     | Right-of-Way Delineation                                                   |              |          |         |          |          |       | 1         |          |          |          |          | 8        |           | 12       | 6        |           |         |            |           |                  |                     |           |                    |          |         |                 |         | 27    | \$2,777      | \$0        | \$2,777       |               |  |  |  |  |  |  |
| 2.11     | Preliminary Design Review Meeting                                          |              |          |         |          | 6        |       | 6         | 6        |          |          |          | 6        |           | 12       |          |           | 4       |            |           |                  |                     |           |                    |          |         | \$25            | \$500   | 40    | \$4,894      | \$525      | \$5,419       |               |  |  |  |  |  |  |
| 3        | Environmental Services                                                     |              |          |         |          |          |       |           |          |          |          |          |          |           |          |          |           |         |            |           |                  |                     |           |                    |          |         |                 |         |       |              |            |               |               |  |  |  |  |  |  |
| 3.1      | Environmental Services                                                     |              |          |         |          |          |       | 6         | 2        |          |          |          |          | 4         |          |          | 8         |         |            | \$20,771  |                  |                     |           |                    |          |         |                 |         | 20    | \$2,468      | \$20,771   | \$23,239      |               |  |  |  |  |  |  |
| 4        | Final Design (Kipling to Simms Street)                                     |              |          |         |          |          |       |           |          |          |          |          |          |           |          |          |           |         |            |           |                  |                     |           |                    |          |         |                 |         |       |              |            |               |               |  |  |  |  |  |  |
| 4.1      | Final Utility Coordination                                                 |              |          |         |          |          |       | 30        |          |          |          |          |          | 60        |          |          | 40        |         |            |           |                  |                     |           |                    |          |         |                 |         | 130   | \$15,170     | \$0        | \$15,170      |               |  |  |  |  |  |  |
| 4.2      | Final Utility Design                                                       |              | 56       |         |          |          |       | 4         |          |          |          |          | 134      | 8         |          |          | 84        |         |            |           |                  |                     |           |                    |          |         |                 |         | 286   | \$36,866     | \$0        | \$36,866      |               |  |  |  |  |  |  |
| 4.3      | Final Drainage Plans                                                       |              |          |         |          | 140      |       | 40        |          |          |          | 220      |          | 40        | 280      |          | 120       |         |            |           |                  |                     |           |                    |          |         |                 |         | 840   | \$100,920    | \$0        | \$100,920     |               |  |  |  |  |  |  |
| 4.4      | Final Bridge and Retaining Wall Design                                     |              |          |         |          |          |       | 8         |          |          |          |          |          | 40        |          |          | 40        |         |            | \$382,838 |                  |                     |           |                    |          |         |                 |         | 88    | \$9,696      | \$382,838  | \$392,534     |               |  |  |  |  |  |  |
| 4.5      | Final Track Design                                                         |              |          |         |          |          |       | 8         |          |          |          |          |          | 8         |          |          | 8         |         |            | \$71,987  |                  |                     |           |                    |          |         |                 |         | 24    | \$2,880      | \$71,987   | \$74,867      |               |  |  |  |  |  |  |
| 4.6      | Final Roadway Plans                                                        | 2            |          |         |          |          |       | 80        |          |          | 150      |          |          | 540       |          | 250      | 350       |         | 20         |           |                  |                     |           |                    |          |         |                 |         | 1392  | \$153,278    | \$0        | \$153,278     |               |  |  |  |  |  |  |
| 4.7      | Final Lighting Plans                                                       |              |          |         |          |          |       | 2         |          |          |          |          | 8        |           | 4        | 8        |           |         |            |           |                  |                     |           |                    | \$19,125 |         |                 |         | 22    | \$2,374      | \$19,125   | \$21,499      |               |  |  |  |  |  |  |
| 4.8      | Construction Phasing and Traffic Control Plans and Quantities              |              |          |         |          |          |       | 8         | 30       | 120      |          |          |          | 40        |          | 30       | 120       |         |            |           |                  |                     |           |                    |          |         |                 |         | 348   | \$38,626     | \$0        | \$38,626      |               |  |  |  |  |  |  |
| 4.9      | Final Traffic Signal Plans                                                 |              |          | 12      |          |          |       | 6         | 24       | 120      |          |          |          | 4         |          |          | 40        |         |            |           |                  |                     |           |                    |          |         |                 |         | 206   | \$24,714     | \$0        | \$24,714      |               |  |  |  |  |  |  |
| 4.1      | Final Signing and Striping Plans                                           |              |          | 1       |          |          |       |           |          | 12       | 64       |          |          |           |          |          | 40        |         |            |           |                  |                     |           |                    |          |         |                 |         | 117   | \$13,230     | \$0        | \$13,230      |               |  |  |  |  |  |  |
| 4.11     | Final Landscaping Design                                                   |              |          |         |          |          |       | 4         |          |          |          |          |          | 6         |          |          | 8         |         |            | \$28,590  |                  |                     |           |                    |          |         |                 |         | 18    | \$2,068      | \$28,590   | \$30,658      |               |  |  |  |  |  |  |
| 4.12     | Final Office Review                                                        |              |          |         |          | 6        |       | 6         | 6        |          |          |          |          | 6         |          | 12       |           |         | 4          |           |                  |                     |           |                    |          |         | \$25            | \$500   | 40    | \$4,894      | \$525      | \$5,419       |               |  |  |  |  |  |  |
|          |                                                                            |              |          |         |          |          |       |           |          |          |          |          |          |           |          |          |           |         |            |           |                  |                     |           |                    |          |         |                 |         | 0     | \$0          | \$0        | \$0           |               |  |  |  |  |  |  |
| 5        | Project Coordination and Continuing Requirements                           |              |          |         |          |          |       |           |          |          |          |          |          |           |          |          |           |         |            |           |                  |                     |           |                    |          |         |                 |         |       |              |            |               |               |  |  |  |  |  |  |
| 5.1      | Project Management                                                         |              |          |         | 50       | 125      |       | 280       |          |          |          |          |          |           |          |          |           | 10      |            |           |                  |                     |           |                    |          |         |                 |         |       | 465          | \$70,925   | \$0           | \$70,925      |  |  |  |  |  |  |
|          | Total Hours                                                                | 4            | 56       | 35      | 61       | 367      | 6     | 683       | 227      | 688      | 210      | 472      | 134      | 1188      | 520      | 490      | 1312      | 10      | 28         | -         | -                | -                   | -         | -                  | -        | -       | -               | -       | -     | 6463         | -          | -             | -             |  |  |  |  |  |  |
|          | Total Labor                                                                | \$776        | \$10,416 | \$6,510 | \$10,736 | \$68,353 | \$918 | \$100,401 | \$34,731 | \$77,056 | \$28,140 | \$58,056 | \$16,482 | \$133,056 | \$54,080 | \$46,060 | \$132,512 | \$1,090 | \$2,380    | -         | -                | -                   | -         | -                  | -        | -       | -               | -       | -     | \$771,753    | -          | -             | -             |  |  |  |  |  |  |
|          | Total Expenses                                                             | -            | -        | -       | -        | -        | -     | -         | -        | -        | -        | -        | -        | -         | -        | -        | -         | -       | -          | \$504,186 | \$149,931        | \$67,300            | \$489,230 | \$72,432           | \$38,250 | \$1,640 | \$50            | \$1,000 | \$0   | -            | -          | \$1,324,019   | -             |  |  |  |  |  |  |
|          | Total                                                                      | -            | -        | -       | -        | -        | -     | -         | -        | -        | -        | -        | -        | -         | -        | -        | -         | -       | -          | -         | -                | -                   | -         | -                  | -        | -       | -               | -       | -     | -            | -          | -             | \$2,095,772   |  |  |  |  |  |  |

|                                                               | HDR      | Shannon<br>& Wilson | Harris<br>Kocher<br>Smith | H.C. Peck | Goodbee<br>and<br>Assoc. |
|---------------------------------------------------------------|----------|---------------------|---------------------------|-----------|--------------------------|
| Additional Services                                           |          |                     |                           |           |                          |
| Ground Survey - Kipling to Quail                              |          |                     | \$22,300                  |           | \$22,300                 |
| Aerial Survey (Drone)                                         |          |                     | \$3,160                   |           | \$3,160                  |
| Legal Descriptions and Exhibits - Quail to Simms              |          |                     | \$16,500                  |           | \$16,500                 |
| ROW Acquisition and Relocation Services - Quail to Simms      |          |                     |                           | \$241,500 | \$241,500                |
| ASCE QL-B Subsurface Utility Investigation - Kipling to Quail |          |                     |                           |           | \$18,000                 |
| Public Engagement                                             | \$81,021 |                     |                           |           | \$81,021                 |





777 South Wadsworth Boulevard, Suite 4-100  
Lakewood, Colorado 80226  
MEC # 918.43

**SCOPE OF SERVICES  
BASIC SERVICES  
PRELIMINARY AND FINAL ENGINEERING DESIGN  
FOR  
WEST 72<sup>ND</sup> AVENUE – KIPLING STREET TO SIMMS STREET PROJECT NO. 18-ST-30  
CITY OF ARVADA, October 17, 2018**

**PROJECT DESCRIPTION**

W. 72<sup>nd</sup> Avenue is a major east-west arterial in the City of Arvada carrying over 15,000 vehicles per day at the Union Pacific Railroad (UPRR) at-grade railroad crossing. Over the last decade, the majority of W. 72<sup>nd</sup> Avenue has been widened to a median-separated four-lane roadway. The City's Transportation Plan calls for a four lane roadway from McIntyre east to 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 develop a preliminary and final design plans for 72<sup>nd</sup> between Simms Street and Oak and final design plans from Oak Street to Kipling Street. D. The roadway template consists of a four-lane 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 Swadley Court Street 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 will occur between Swadley Court Street and Simms Street. On the east end, a transition will occur between Lee Court and Kipling Street to match the full 72<sup>nd</sup> Avenue section at Kipling Street. Other areas included in the project include Oak Street from 72<sup>nd</sup> Avenue south to Parfet Street, potential closure/cul de sac on Miller Street north of 72<sup>nd</sup> Avenue, and modifications to intersections at 72<sup>nd</sup> Avenue and W. 70<sup>th</sup> Drive, Quail Street, Simms Street and Lee Court.

A number of utilities will be impacted by the project, including storm sewer, sanitary sewer, 3 water lines, gas lines, an irrigation ditch, overhead electric, potential underground electric, CATV, phone. Preliminary and final design will be included for wet utilities and relocation of dry utilities will be coordinated with the respective owners.

The UPRR portion of the project will include final design of a new bridge over depressed 72<sup>nd</sup> Avenue (and associated retaining walls) and a temporary railroad shoofly within the existing railroad right-of-way from approximately 1,200 feet southeasterly of 72<sup>nd</sup> Avenue to 1,200 feet northwesterly of 72<sup>nd</sup> Avenue (measured along the railroad alignment).

This document outlines the detailed scope of work for the project in the following pages.

## Scope of Work

West 72<sup>nd</sup> Avenue – Kipling Street to Simms Street Project No. 18-ST-30

October 17, 2018

Note: In the following scope wording, at times you may find varying references to the west end of the project that differ from the Simms Street termination point called out in the RFP. This is because to upgrade the W. 72<sup>nd</sup> Ave/Simms Street intersection, the proposed work must extend west of this intersection to tie back into the exiting roadway (see Figure 2 Design Concepts and Critical Issues). As coordinated with the City, the west termination point for the design will be directly east of the W. 72<sup>nd</sup> Ave/Swadley Court intersection.

**SUBCONSULTANT TEAM**

| <b><u>Firm</u></b>        | <b><u>Task(s)</u></b>                                                                             | <b><u>Contact Person(s)</u></b> | <b><u>Phone</u></b> |
|---------------------------|---------------------------------------------------------------------------------------------------|---------------------------------|---------------------|
| Harris Kocher Smith, Inc. | Surveying , Right-of-Way Ownership Maps                                                           | Aaron Murphy                    | (303) 623-6300      |
| HDR, Inc.                 | UPRR Bridge, UPRR Track Design, Retaining Wall Design, Public Involvement, Landscape Architecture | Sean Oroho                      | (303) 764-1534      |
| Shannon & Wilson          | Geotechnical Engineering and Pavement Design                                                      | Greg Fischer                    | (303) 825-3800      |
| HC Peck and Associates    | Title Commitments                                                                                 | J Parker                        | (303) 623-6112      |
| Clanton and Associates    | Lighting Design                                                                                   | Annie Kuczkowski                | (303) 530-7229      |
| Traffic Data Collection   | IDAX                                                                                              | Nathan Warren                   | (720) 646-1008      |

**Design Reference Documents**

The following reference documents are to be used as a basis for design criteria, details and specifications for this project. Copies of the applicable City of Arvada references are anticipated to be available on the City of Arvada web site. Arvada and CDOT design criteria will take precedence over criteria from other agencies. Design criteria for this project will be documented as described in the Scope of Services. All sources shall be the current edition as of the Notice to Proceed date.

1. City of Arvada Engineering Code of Standards and Specifications



## Scope of Work

West 72<sup>nd</sup> Avenue – Kipling Street to Simms Street Project No. 18-ST-30

October 17, 2018

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2. Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual – Volumes 1, 2 and 3
3. Colorado Department of Transportation, Standard Specifications for Road and Bridge Construction
4. Colorado Department of Transportation, Standard Plans
5. Colorado Department of Transportation, Survey Manual
6. Colorado Department of Transportation, Roadway Design Drafting Manual
7. Colorado Department of Transportation, Roadway Design Manual
8. American Association of State Highway and Transportation Officials, Roadside Design Guide
9. American Association of State Highway and Transportation Officials, A Policy on the Geometric Design of Highways and Streets
10. Transportation Research Board, Highway Capacity Manual
11. Federal Highway Administration, Manual on Uniform Traffic Control Devices
12. Joint BNSF Railway/Union Pacific Railroad Guidelines for Railroad Grade Separation Projects
13. American Railway Engineering and Maintenance-of-Way Association (AREMA), Manual for Railway Engineering

### **SCOPE OF SERVICES**

Specifically, the Scope of Services shall consist of the following phases of work and enumerated work tasks:

#### **TASK 1 - DATA COLLECTION AND ROW ACQUISITION RELATED SERVICES**

##### **1.1 - Engineering Research (Quail Street to Simms Street):**

- Establish project design criteria
- Conduct a field inventory and generate a photo log of the existing roadways.
- Update Project Schedule.

##### **1.2 - Design Surveys and Mapping (Harris Kocher Smith):**



## Scope of Work

West 72<sup>nd</sup> Avenue – Kipling Street to Simms Street Project No. 18-ST-30October 17, 2018

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**1.2.1 - Survey for Roadways**

- **Design Survey:** Provide a design survey within the survey project limits. We are dividing the scope of services and cost into two phases. Phase 1 being Oak Street to Union Street. (3,900 L.F.) and Phase 2 being Kipling Street to Oak Street (2,600 L.F.) The limits will extend 20' north and south of the proposed roadway limits. Within each of these phases the following tasks and information will be provided:
  - Project Management, Meetings, QA/QC:
    - Provide project management throughout the duration of the project, attend the kick-off meeting and additional meetings should they be requested. Upon completion of the survey, walk the site with survey in hand verifying all improvements are accurately shown. Review submittals for compliance with approved scope of services.
  - Project Research:
    - Research existing survey monuments, property deeds, subdivision maps and utilities to aid in the establishment of existing right-of-way and property lines as well as the location of existing utilities. Request all available maps above from the City of Arvada.
    - Obtain permits from the City of Arvada to survey within their rights-of-way.
  - Right-of-Entry: (77 Property owners)
    - Mail right-of-entry request to each private owner along the corridor. It is anticipated the design survey would extend onto private property by 20 feet both north and south of the existing right-of-way. Should the owner be non-responsive to the right-of-entry request letter we will attempt to contact them on-site the day we are planning to survey their property.
  - Horizontal and Vertical Control:
    - Establish control points along the survey limits at approximate 600'-800' intervals. The control points will be based horizontally and vertically upon the Colorado State Plane Coordinate System. Control points will typically be a #5 rebar, embedded to ground level, with a green plastic cap marked control point or an aluminum cap embedded in concrete and

## Scope of Work

West 72<sup>nd</sup> Avenue – Kipling Street to Simms Street Project No. 18-ST-30October 17, 2018

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- also marked as control point. These control points will be maintained and utilized during the construction phase of the project.
- Survey Control Diagram - Prepare a survey control diagram for the entire length of the project. The control diagram will delineate the horizontal and vertical location of the control points as well as the monument description of those control points referenced above.
  - Survey Monumentation – Locate existing section corners and existing property monuments along the corridor that establish the location of the existing rights-of-way.
  - Topographic/Improvement Survey:
    - Provide a detailed topographic ground survey within the survey limits. Contours will be developed at 1' intervals. Cross sections at 50' intervals will be provided within the survey limits. All significant grade breaks will be surveyed. Establish rights-of-way and property lines based upon records research and existing field monumentation.
    - Locate all visible surface improvements i.e. signs, curb and gutter, sidewalks, handicap ramps, stripping etc. within the survey limits.
  - Utilities:
    - Locate all visible utility appurtenances to include water valves, manholes, signal poles, transformers, pedestals, etc.
    - Survey the location of utilities marked on the ground by Goodbee and Associates.
    - We will provide invert elevations on all accessible utilities i.e. sanitary and storm sewers.
  - Office Preparation of Survey:
    - Based upon property research, deeds and maps obtained along with the field location of monumentation, input the proposed rights-of-way and property lines.
    - Process and compile the field data preparing a 1' contour map and dtm within the survey limits.
    - Based upon utility research and field data delineate the location of utilities and reduce and label invert elevations on accessible utilities.

## Scope of Work

West 72<sup>nd</sup> Avenue – Kipling Street to Simms Street Project No. 18-ST-30October 17, 2018

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- Aerial Mapping (+/- 1.25 miles)
  - Perform an aerial survey to acquire high resolution imagery and point cloud data utilizing an unmanned aerial vehicle (UAV). This approach would allow for an efficient, safe and accurate analysis of the project corridor and surrounding area. The aerial mapping extents would be centered along 72nd Avenue approximately 400ft wide by 1.25 miles in length constrained between Union Street and Kipling Street. All HKS pilots are certified with the Federal Aviation Administration (FAA) and possess a Remote Pilot License w/ sUAS rating. Drone operations will be conducted in accordance with Title 14 of the Code of Federal Regulation Part 107. The aerial survey will be performed during daylight hours at a maximum altitude of 200 feet above ground level. A specific flight plan will be developed and deployed to ensure a safe and successful operation. Visual line-of-sight of the UAV will be maintained by the remote pilot at all times. Ground control targets will be established using Global Positioning System (GPS) survey methods and consist of natural and or temporary/ artificial targets. Horizontal control will be based upon and relative to the existing project control network. All ground control targets will be removed upon completion of the flight operation.
  - The final survey deliverables will include one (1) high resolution (1-2cm GSD) orthomosaic of the aerial survey extents referenced above.
- The completed product will be an overall base map within the survey limits delineating rights-of-way, property lines, topography, improvements and utilities. The base map will be prepared in microstation format. We do not anticipate the necessity for traffic control to provide these services

## Specific Exclusions:

- Right-of-way plan set
- Surveying within the UPRR ROW outside of the 72nd Ave. ROW
- Title Commitments
- Traffic Control
- Section Corner Restoration

## Scope of Work

West 72<sup>nd</sup> Avenue – Kipling Street to Simms Street Project No. 18-ST-30

October 17, 2018

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### **1.3 - Right-of-Way Plans and Legal Exhibits, Ownership Map ( Harris Kocher Smith):**

The right-of-way and easement legal descriptions and exhibits prepared under this section will be final documents to be used by the City of Arvada to acquire the right-of-way and easements necessary to complete the construction of the project. They will be based on the preliminary plans, as modified with comments made at the meeting and will be prepared in compliance with the applicable City of Arvada.

- Prepare an ownership map for the project corridor. The ownership map will delineate existing rights-of-way, property lines, owners names and addresses. Rights-of-way will be determined from existing monumentation and property research with the county. The proposed rights-of-way and easements for acquisition will be overlayed to the ownership map.
- Phase 1 - Provide a total of sixty-three (63) legal descriptions with exhibits for the acquisition of rights-of-way, permanent easements or temporary construction easements. Note: We have included the property at the northeast corner of Simms St. and W. 72<sup>nd</sup> Ave. as a right-of-way acquisition and temporary construction easement for the purposes of this proposal.
- Phase 2 - Provide a total of twenty-six (26) legal descriptions with exhibits for the acquisition of rights-of-way, permanent easements or temporary construction easements. Note: We do not anticipate providing a legal and exhibit for the 4 full parcel takings. This area matches assumptions made by the City for ROW needs for the project. If the actual number of legals exceeds this amount then an additional services will be negotiated.

### **1.4 - Title Commitments and Easement Research (HC Peck and Associates):**

Once a final parcel impact has been established HC Peck and Associates will perform the following tasks to determine all encumbrances to affected property owners.

- Obtain subordinations and/or partial releases of financial encumbrances and obtain tax prorations.
- Estimate of Title Work/Closings and Reimbursable Expenses

For purposes of this scope and fee it is assumed that title work will be required for up to 60 parcels, if the actual number of properties exceeds this amount then an additional services will be negotiated.



## Scope of Work

West 72<sup>nd</sup> Avenue – Kipling Street to Simms Street Project No. 18-ST-30October 17, 2018

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**1.5 - Sub-surface Utility Engineering (Goodbee and Associates)**

- Project Kick-off and Coordination Meetings
  - One Goodbee staff member will attend the project kick-off meeting and up to six project design or coordination meetings. Additional project coordination includes monthly progress reports and invoicing up to 12 months.
- Data Acquisition and Survey
  - Goodbee will submit a subsurface utility engineering notice to 811 and will follow up with utility providers as needed to obtain records of existing facilities.
  - Goodbee will manage private utility designation between Kipling Street and Simms Street to depict QL B data on project plans. Goodbee will coordinate with surveyor to have utility designation surveyed. Goodbee will check designation sketches against key maps and field marks and will follow up with designator and/or utility owner regarding discrepancies.
- Preliminary Design Quail Street to Simms Street
  - Goodbee will develop 3 utility plan sheets between Quail Street and Simms Street. Attend preliminary design review meeting.
  - Goodbee will develop a utility conflict matrix based on preliminary plans for the entire corridor to identify opportunities to avoid or minimize utility relocations.
- Alternative Analysis of Simms Street and W. 72<sup>nd</sup> Avenue Intersections
  - Muller will incorporate preliminary utility data from the alternative analysis.
- UPRR Bridge and Track Design and Coordination, ROW Acquisition and ROW Plan Preparation, Environmental Investigations:
  - No support required from Goodbee for this task. ROW task will provide Goodbee with documentation on recorded utility easements noted on Schedule 2B of the title documents.
- Final Design
  - Goodbee will prepare preliminary test hole plan with input from client. Hire contractor to test hole (QL A) 60 locations over 9 days. Coordinate with contractor during test holes. Field verify test hole logs with field markings. Coordinate with project surveyor to have test holes surveyed (survey not included in Goodbee's SOW). Update existing utility CAD file with test hole survey data. Prepare test hole table. Note that the current test hole estimate assumes that test holes will be temporarily restored with 8" core drilled and filled with pea gravel or cold patch. Flow-fill, patching and permanent restoration are not included in this cost.
  - Goodbee will facilitate one-on-one meetings with the following utility providers along the corridor. Goodbee will confirm the location of existing and planned

## Scope of Work

West 72<sup>nd</sup> Avenue – Kipling Street to Simms Street Project No. 18-ST-30

October 17, 2018

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facilities, request easement and franchise agreements, and if utility conflicts cannot be avoided, discuss conflicts and relocation strategies, cost, and timing. Coordination with Xcel Energy will include discussions regarding underground cost responsibility and funds that may be available from the current franchise agreement.

- Electric and gas: Xcel Energy
- Communications: Comcast, Sprint (MCI), CenturyLink, Zayo, City of Arvada, and Jeffco School District
- Water and sanitary: City of Arvada
- Goodbee will prepare final utility plans and specifications for Kipling to Simms Street. Assume utility notes, test hole sheet, and 11 utility plan sheets. It is assumed that water and sanitary impacts can be avoided, and water only plans for the City of Arvada will not be required. Attend review meeting.
- Goodbee will develop up to eight draft and final utility clearance letters. Goodbee will draft to be placed on City letter head and with City signature and distribution. Goodbee will complete the Xcel work request, if required.

### 1.6 - Traffic Data Collection (IDAX)

- Obtain intersection turning movement counts for AM, Noon and PM Peak Periods (1.5 hours each) at the following locations:
  - 72<sup>nd</sup> Avenue and Simms Street
  - 72<sup>nd</sup> Avenue and Kipling Street
  - 80<sup>th</sup> Avenue and Kipling Street
  - 80<sup>th</sup> Avenue and Simms Street

We will adjust the level of data collection depending on what data is available from the City and input from the City's Traffic Engineer?"

- Obtain 2-day directional tube counts at the following locations: 72<sup>nd</sup> Avenue between Kipling and Simms
  - 80<sup>th</sup> Avenue between Kipling and Simms
  - Kipling between 72<sup>nd</sup> Avenue and 80<sup>th</sup> Avenue
  - Simms Street between 72<sup>nd</sup> Avenue and 80<sup>th</sup> Avenue

## Scope of Work

West 72<sup>nd</sup> Avenue – Kipling Street to Simms Street Project No. 18-ST-30

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The count data will be used for analyzing a potential detour around the construction zone via Kipling Street, 80<sup>th</sup> Avenue and Simms Street. Also, 72<sup>nd</sup> Avenue and Oak Street, as well as 72<sup>nd</sup> Avenue and Simms, counts will be used to evaluate the intersection geometry and signalization needs.

Obtain from City of Arvada, 5-year accident history (or whatever accident data is available) for the 72<sup>nd</sup> Avenue project area.

### END TASK 1 – DATA COLLECTION

### **TASK 2 - PRELIMINARY DESIGN (Oak Street to Simms Street (extending to Swadley Court))**

#### **2.1 - Geotechnical Design (Shannon & Wilson):**

The project includes the final design of the portion of the project from Kipling Street to Oak Street, and preliminary and final design for portions from Oak Street to Simms Street (extending west to Urban). Structures associated with this project include a Union Pacific Railroad (UPRR) main line bridge over 72<sup>nd</sup> Ave. (an underpass structure), retaining walls associated with the underpass structure, and several short retaining walls (less than 10 feet high) between Oak Street and Simms Street to accommodate the widening of 72<sup>nd</sup> Ave.

Shannon & Wilson previously prepared a preliminary geotechnical report associated with the UPRR underpass structure. One engineering challenge identified in the preliminary report is the design of the underpass structure as the subgrade soils in the vicinity are relatively weak (soft to stiff, sandy fat clays) with relatively shallow groundwater. The control of the groundwater was identified as a critical design element for further investigation in the final design of the underpass.

#### **Geotechnical Scope**

Scope of work will include:

- Subsurface explorations and utility notification through the Utility Notification Center of Colorado (UNCC),
- Laboratory and field testing,
- Geotechnical engineering and pavement design analyses,
- Groundwater study,
- Analytical groundwater sampling,
- Pumping test (to be used in the groundwater study)
- Preparation of a geotechnical design report.

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For roadway cut/fill retaining wall design (allowable bearing pressure and global stability) (between Oak Street and Simms Street), our subsurface exploration program will consist of borings spaced at approximately 250-foot intervals along the proposed walls. For cost estimating purposes, we assumed 17 geotechnical borings will be extended to a depth of 25 feet and an additional 3 borings will extend to a depth of 80 feet. To support the final design studies suggested in the preliminary geotechnical design report, two 80-foot deep borings will be required for the new UPRR bridge structure. As part of the drilling, 30 feet of rock core is planned for one of the bridge abutments. The borings will be located at the proposed abutment locations and drilled within the UPRR right-of-way. Right-of-entry (ROE) permits will need to be obtained. We assume ROE will be obtained by others.

We understand 72<sup>nd</sup> Ave pavements will be reconstructed as part of this project. Because retaining walls are planned for the majority of the improvement corridor, borings drilled in the vicinity of retaining wall will also be used for the pavement subsurface investigation (Oak Street to Simms). We only anticipate four additional borings will be required to satisfy the City of Arvada's 250-foot spacing requirements. At select boring locations, bulk samples of the drill cuttings will be obtained and used for subgrade strength testing.

We will install three groundwater monitoring wells at the proposed underpass location. We will permit the monitoring wells on behalf of the City of Arvada with State Engineer's Office (SEO) in accordance with GWS-46 Monitoring/Observation Water Well Permit Application for later use in construction. We will install data loggers in the three wells and read them over the course of time so that we can determine the trend over time (timeframe will be determined and will meet design and construction timeframe objectives). Specifically, it will assist us in completing groundwater modeling to determine the effect of installing the proposed underpass structure (such as mounding or a substantial rise in groundwater caused from impeding the natural flow of groundwater). The wells will also allow us to collect and test groundwater to determine if there are known contaminants in the underpass area that may impact the cost for long-term drawdown (as discussed further below).

A geologist or geotechnical engineer from our staff will log the borings and collect samples for classification and laboratory testing. Laboratory testing may include natural water content, grain size distribution, Atterberg limits, swell, R-Value (Hveem Stabilometer), unconfined compressive strength testing on samples of bedrock, triaxial unconsolidated-undrained and triaxial consolidated-undrained shear strength on overburden soils, and corrosion testing.

Data generated during the subsurface exploration and laboratory testing programs will be analyzed by a geotechnical engineer. A geotechnical design report will be prepared, and the report will be signed and sealed by a professional engineer registered in the state of Colorado.



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### **Analytical Testing**

Analytical testing of groundwater will better inform the design team of the feasibility of long-term draw-down and disposal of the various retaining wall solutions in the preliminary report (such as permanent groundwater dewatering that could require the remediation efforts of the identified contaminants).

Groundwater samples will be collected for analytical testing from one monitoring hole located in the vicinity of the underpass structure. (Prior to sampling, the monitoring holes/wells will be developed.) The samples will be placed into laboratory-provided bottles, sealed, labeled, and placed in a cooler with ice and transported under chain-of-custody procedures to a local analytical testing lab in Denver. The sample will be analyzed for the list of analytes provided in the appendix of the Application for Colorado Discharge Permit System (CDPS) permits for Construction Dewatering (Form COG070000).

### **Groundwater Pumping Test**

To best understand the hydrological regime of the overburden soils at the proposed underpass site, we recommend that a pumping test be conducted. The test involves installing three wells; one pumping well and two observation wells located approximately 50 and 100 feet away from the pumping well. We will pump groundwater at a steady rate (to be determined) for a minimum of 24 hours and measure change in groundwater levels (drawdown) in the adjacent wells. During testing, the pumped groundwater will need to be temporarily stored (to allow for particulates to settle) before discharge. Prior to performing the pumping test, we will conduct groundwater analytical testing for various constituents of concern (e.g. VOCs, metals, etc.) to determine if the groundwater can be discharged into the storm sewer (see above). For our cost estimate, we have assumed that the groundwater can be discharged into the storm sewer system. If analytical testing identifies constituents of concern that prohibit discharge into the storm sewer, the pumped groundwater would need to be remediated on-site prior to discharge or disposed of off-site at a waste disposal facility for an additional fee. All work will conform to 2 CCR 402-2 (2015) Rules and Regulations for Water Well Construction, Pump Installation, Cistern Installation, and Monitoring and Observation Hole/Well Construction. The advantage of a pumping test is to provide contractors information on dewatering and to better model the groundwater flow in this area, including providing information on inflows that will need to be collected and discharged.

### **Hydrogeologic Analysis**

We will establish a conceptual site model (CSM) for the project; this will include soil properties, groundwater levels and gradients, flow rates, and the hydro-stratigraphy. The CSM will form the basis for a numerical flow model that we use to evaluate groundwater flow and control options.

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The modeling analysis will involve using the United States Geologic Survey's code MODFLOW to simulate soil and groundwater conditions at and surrounding the site. The model will be calibrated to available static groundwater levels and to the pumping test (if performed). We will use the model to simulate groundwater control options during construction, and to evaluate the potential inflow and mounding for the permanent underpass. The pumping test (if selected) and modeling results will be provided to the Contractor for designing a construction dewatering system.

## Geotechnical Assumptions

- Borings will be drilled within the roadway and will require temporary lane closures. Work hour restrictions within roadway are anticipated to be 9:00 AM to 3:00 PM, and **work hour restrictions limiting lane closures to night work are not anticipated.**
- Approximately 12 days of drilling is anticipated with 10 days requiring traffic control (without the optional groundwater pumping test).
- A life cycle cost analysis of the pavement sections will not be completed as part of this project.
- All of our fieldwork will take place on City of Arvada right-of-way (ROW). All fees will be waived for street-cut/right of way permits.
- Based on our previous subsurface investigation in the area, we understand that utilities along 72<sup>nd</sup> Ave. are abundant. In addition, proposed borings in both the eastbound and westbound traffic lanes are adjacent to overhead power lines. This greatly reduce the potential area where geotechnical drilling can be located. As such, we have included 20 hours of hydro excavation (vacuum truck utility potholing) to determine if utilities are present in the upper 5 feet of borings prior to commencing drilling activities. No geotechnical samplings will be taken where the hydro excavation is conducted.
- Borings outside of the existing roadway will encounter soil that is not contaminated and can be backfilled in the borings. Borings in the roadway will be backfilled to grout mixed onsite. The existing pavement will then be patched with cold-patch asphalt.
- We assumed up to four 2-hour meetings with the design team.
- At the completion of drilling, Shannon & Wilson, will backfill and stake the boring locations. Survey of the boring locations will be completed by others.
- We assume work will be completed during calendar years of 2018 and 2019.
- Survey test hole locations and show them on the project plans. **(HKS, Muller)**

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### 2.2 - Traffic Engineering Design:

- Traffic counts compiled for the project area will be adjusted to Year 2040 turning movement volumes, based on the 2040 DRCOG traffic model (constrained) and City of Arvada traffic data. Projections for 72<sup>nd</sup> Avenue will be developed under this Scope of Services. Link volumes will be based on DRCOG model or other information provided by City of Arvada. Sub area travel demand modeling is not a part of this Scope of Services.
- Intersection capacity analysis and LOS will be completed for the intersections of 72<sup>nd</sup> Avenue and Simms as well as 72<sup>nd</sup> Avenue and Quail.
- Using the traffic data obtained in Section 1.5, prepare a traffic analysis of a proposed detour route using Kipling Street, 80<sup>th</sup> Avenue and Simms Street as a detour around the project site.
  - Develop roadway volumes on the detour route by assigning 72<sup>nd</sup> Avenue traffic to the detour route.
  - Develop turning movement counts at the intersections along the detour route using the additional 72<sup>nd</sup> Avenue assigned volumes:
    - 72<sup>nd</sup> Avenue and Kipling Street
    - Kipling Street and 80<sup>th</sup> Avenue
    - 80<sup>th</sup> Avenue and Simms Street
    - 72<sup>nd</sup> Avenue and Simms Street
  - Determine levels of service for the intersections with the additional detour traffic.
- Develop an Access Control Plan for 72<sup>nd</sup> Avenue to determine how access can be perpetuated to properties along the depressed section of 72<sup>nd</sup> Avenue.
  - Determine, with City staff input, options to maintain access to properties on the north and south sides of 72<sup>nd</sup> Avenue, including the First United Church of Arvada property (SW corner of 72<sup>nd</sup> Avenue and Simms Street) and the Enterprise Grange 25 (NW corner of 72<sup>nd</sup> Avenue and Simms Street).
  - Review access alternatives for the Watson property on the south side of 72<sup>nd</sup> Avenue at the intersection with Quail. Meet with City representatives and home owner to review the potential for shifting access to the west to allow for re-alignment of the Quail intersection.

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- A Memorandum of Design - Traffic, will be prepared and submitted to the City. The memorandum will document all data collection, analysis, findings and recommendations relating to traffic issues outlined above.
- Intersection Type Selection Report at West 72<sup>nd</sup> Avenue and Simms (convention intersection compared to a roundabout). The scope of the report does not include traffic micro-simulation (aka VISSIM). Any necessary microsimulation would be an additional service on a time and materials basis.

### 2.3 - Preliminary Utility Design:

- Based on information provided by Goodbee, detailed in section 1.5, determine utility conflicts caused by the project and detail locations needed for test hole locations.
- Lay out horizontal locations of dry utilities that will need to be relocated as part of the project (these may include, gas, electric and communications)
- A utility coordination meeting will be held with utility company representatives to review conflicts and their resolution along with the financial responsibilities of resolving the conflicts (Muller/Goodbee and Associates).
- Prepare preliminary plans for the relocation of the following wet utilities:
  - Storm sewer (see drainage section)

### 2.4 - Preliminary Drainage Plans:

- Establish drainage design criteria to be used for the project per the City of Arvada Engineering Code of Standards and Specifications. Develop drainage design criteria with input and approval of City staff.
- Obtain available storm sewer as-constructed drawings or key maps from City of Arvada.
- Review past drainage reports and other available drainage-related information (Master Plans, Flood Plain Studies).
- Establish drainage basin boundaries and characteristics for minor cross drainages and storm sewer design points.
- Conduct field reconnaissance to verify drainage basin boundaries for cross drainage and storm sewer design.
- Determine design flows and capacity to be carried by the storm sewer main in 72<sup>nd</sup>



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Avenue according to the City of Arvada Engineering Code of Standards and Specifications.

- Determine storm sewer size and alignment necessary to accommodate the widening of 72<sup>nd</sup> Avenue between Oak Street and Simms Street. It is anticipated that the new storm sewer will align with the existing storm sewer system in W. 72<sup>nd</sup> Avenue. Where applicable, the existing storm sewer in W. 72<sup>nd</sup> Avenue will be maintained.
- Prepare a plan and profile design (plan view will be shown on the Roadway Plans) for the new 72<sup>nd</sup> Avenue storm sewer.
- Using the City of Arvada Engineering Code of Standards and Specifications and Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual, analyze flows on pavements and determine storm sewer and inlet requirements along the project.
- Establish locations of required drainage structures and design requirements for each.
- Prepare preliminary plans for permanent water quality Best Management Practices for the project to meet the City of Arvada MS-4 Permit. Determine potential locations for permanent water quality pond(s) in the project area. A potential location for the west drainage system is at the SW corner of 72<sup>nd</sup> and Simms Street.
- Prepare a Preliminary Drainage Report for the project.
- Prepare quantity estimate and opinion of probable construction cost for drainage improvements.
- Storm sewer improvements recommended in the Leyden Creek Major Drainageway Plan are not included in this scope of work.

### 2.5 - Preliminary Roadway Plans:

- Conduct an analysis of the roadway typical section and profile to determine the optimum roadway section and transitions for the corridor between Urban/Union Street and Oak Street. Consider interface of the roadway and pedestrian elements with the horizontal and vertical alignments and utilities in the corridor. Develop a cost effective template and profile through the corridor that considers cost, utility, property access and right-of-way impacts associated with the construction of the full 4-lane section from Urban/Union Street to Oak Street.

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- Prepare preliminary plans for the Field Inspection Review (FIR) to include the following items:
  - Title Sheet
  - Standard Plans List
  - Typical Sections
  - General Notes Survey Control Diagram and Notes
  - Ownership Map
  - Plan and profile sheets (1"=40' at 11" x 17" size), including line drawing of existing topography (man-made features only), survey alignment, proposed alignments, profile grades, existing ground lines, existing ROW, drainage structure notes, top and toe of slopes, proposed right-of-way, existing property owner names, proposed easements and proposed pavement markings. Plans and profiles may be on separate sheets, if necessary, for clarity.
  - Locations of soil borings
  - Preliminary intersection layouts, at 1"=40' including 72nd Avenue at the following locations:
    - Quail Street
    - Simms Street
  - Cross-sections of the existing ground and proposed roadway subgrade template (at 50-foot intervals).
  - Preliminary driveway profiles
  - Construction phasing plans.
- Roadway plans will show proposed access locations to adjacent properties.
- Prepare a Summary of Approximate Quantities and opinion of probable construction cost.

### **2.6 - Preliminary Lighting Plans (Clanton and Associates)**

- Kickoff meeting
- Establish basis of design
- Preliminary lighting design

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- Luminaire selection
- Preliminary lighting calculations
- Preliminary electrical design (including power for landscape irrigation controllers)
- Preliminary tabulation of approximate quantities
- Utility coordination
- Opinion of Probable Cost
- Up to one (1) submittal (30% set)
- Attendance at 30% Review meeting in Arvada

### **2.7 - Construction Phasing Plans:**

- Review design plans to determine a logical approach for staged construction.
- Prepare a schematic construction-staging plan to illustrate possible construction staging. Road closure and/or special incentive specifications may be considered during project construction.
- Prepare typical section (schematic) showing detours and work areas within the roadway right-of-way for various construction phases. Should closure of 72nd Avenue be required for the Simms Street intersection, consider a detour route using Oak Street, 64th Avenue and Ward Road as a detour. Analysis of the impact of such a detour is included in other tasks.
- Prepare preliminary quantity estimate and opinion of probable construction cost for construction traffic control items.

### **2.8 - Preliminary Traffic Signal Plans:**

- Prepare traffic signal plans for 72<sup>nd</sup> Avenue at Quail Street and Simms Street
- Prepare traffic signal quantity estimate and opinion of probable construction cost.

### **2.9 - Signing and Striping Plans:**

- Preliminary signing and striping for the project will be shown on the preliminary roadway plans.
- Prepare opinion of probable construction cost for signing and striping items.

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### **2.10- Right-of-Way Delineation:**

- Based on the cut and fill limits on the preliminary plans, outline the proposed right-of-way lines delineating the right-of-way required to construct and maintain the project.
- Calculate areas of parcels and easements to be acquired (HKS).
- Draft new ROW and land lines on Ownership Maps (HKS).

### **2.11 - Preliminary Design Review Meeting**

- Arrange and attend a Preliminary Design Review Meeting with City Staff and other affected parties, as required by the City.
- Prepare and distribute minutes of Preliminary Design Review Meeting.
- Make minor revisions to plans as agreed to by the City (included in Final Design phase).

### **2.12 - Public Engagement**

- The project team will prepare, and participate in, one (1) Public Meeting in an open house format. All materials to be distributed to the public are assumed to go through one round of review/revision by the City and the Project Team. HDR will complete the following tasks:
  - Coordinate with the City and Muller to arrange for a meeting location;
  - Develop a mailing list using parcel data provided by the City and local agency information – mailing list will be submitted to the City for review and approval prior to distribution;
  - Draft, produce and distribute 8.5"x11" color flyers summarizing the project information and meeting announcement (200 flyers distributed to mailing list names assumed);
  - Draft and post newspaper announcement in Arvada Press;
  - Prepare "web ready" meeting announcement for the City to post to their website;
  - Prepare comment sheets for use during and after public meeting;
  - Preparation of meeting materials including visual exhibits (assumed up to 10 boards prepared by HDR, roll plots and/or other materials by Muller);
  - Preparation of roadway/bridge walls rendering for public meeting, flyer or announcement graphics (assume 1 rendering);



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- Attendance at public meeting (assume up to 4 Muller Staff and 3 HDR staff);
- Preparation of meeting minutes and comment documentation from public meeting (tracking of subsequent comments during an open comment period after the meeting and responses to comments will be completed by others);
- HDR will support one-on-one meeting with property owners (by others) at Muller's and the City's request. Services to include:
  - Development and production of materials for Muller to use at landowner meetings. It is assumed that the materials will include a flyer, contact card and comment card with up to 100 copies of each.

## END TASK 2 – PRELIMINARY DESIGN

### **TASK 3 - ENVIRONMENTAL SERVICES (Kipling Street to Simms Street)**

#### **3.1 - Environmental Design (HDR)**

- Wetlands and WOUS surveys will be surveyed and documented. It is assumed that a 404 Permit will be required;
  - Request for Nationwide Permit Authorization
    - Prepare a complete Pre Construction Notification (PCN) for Section 404 Permitting. The PCN will include confirmation of the previous wetlands delineation, a compensatory wetland mitigation plan with monitoring requirements, Section 7 and Section 106 reports, and all relevant plan and profile sheets showing wetland mapping and impacts, including information related to fills below OHWM in all waters of the US. Include appropriate volumes of riprap, and appropriate grading and structure plans.
    - Review plans for compliance with 404 permit.
    - Assist design team with preparing plan sheets with revegetation recommendations; seed mixes, plant lists and revegetation notes; Draft PCN to Arvada, Final PCN submitted to Corps including final conceptual wetland mitigation and monitoring plans; comments on drawings and specifications.

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- CDOT involvement is not anticipated;
- HDR will provide a Noise Analysis to include:
  - Noise monitoring of existing traffic noise at up to 3 locations at the project area. It is assumed that digital drawings of proposed alignments, aerial imagery and GIS parcel information will be provided to HDR;
  - Noise modelling will be performed using the Federal Highway Administration (FHWA) Traffic Noise Model (TNM), Version 2.5, to predict the noise levels for the existing year and the proposed design year (typically 20 years in the future) for the no-build alternative and one build alternative along the entire project limits. It is assumed that traffic data and speeds to be provide to HDR;
  - A Noise Technical Report will be prepared and will be reviewed by an acoustics professional at HDR;
  - HDR will provide Archaeological and Cultural Resource Surveys and forms/reports to support other permitting and clearances;
  - If a 404 permit is required, a cultural resources survey will be conducted to meet the requirements of Section 106 of the National Historic Preservation Act. The Area of Potential Effects (APE) is assumed to be the study area along 72nd Avenue between Union Street and Kipling Street; for architectural resources, the indirect effects APE is assumed to be limited to the parcels directly fronting the proposed improvements.
  - A records search will be performed at the Office for Archaeology and Historic Preservation (OAHP) at History Colorado to determine if any cultural resource surveys or previously recorded cultural resources have been recorded in the project area.
  - The entire project area will be surveyed for cultural resources, and HDR assumes that the railroad segment, 72nd Avenue and at least one irrigation ditch will require documentation. All surveyed resources will be recorded on appropriate OAHP forms and evaluated for condition and eligibility for inclusion in the National Register of Historic Places. Assumes no more than 50 architectural resources constructed in or prior to 1973 will be documented on OAHP forms; the survey and evaluation of more than 50 resources will require a modification of scope and fee. Previously identified

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- or surveyed resources will be documented on Re-Visitation Forms, as appropriate.
  - The results of the records search and cultural resource survey will be documented in a cultural resources report that meets or exceeds OAHP requirements; HDR will provide an electronic copy of the cultural resources report and forms to the USACE for review and comment. HDR will revise the draft report to incorporate any comments received and will provide USACE with one final copy of the report and forms in electronic and hard copy format (if requested) for submittal to OAHP.
  - HDR assumes that USACE will conduct and complete all consultation and correspondence with OAHP and other parties, as needed. It is assumed the project will have no adverse effect on historic properties.
  - No Memorandum of Agreement, mitigation for adverse effects, or Section 4(f) evaluation will be required for this project; should these be required, HDR can provide a modification of scope and fee to complete these items.
  - Generalized air quality documentation will be prepared. No hot spot or emissions models will be run. A memo will be prepared to document this;
  - Impacted vegetation will be identified and commitments made to replace trees in accordance with the City of Arvada ordinance. A memo will be prepared;
  - A biologist will document survey results in a memo format - that no threatened or endangered species habitat exists in the study area;
  - A water quality memo will be prepared that describes temporary and permanent best management practices that will be employed in accordance with Arvada's MS 4 permit requirements;
  - The environmental lead will attend 10 team meetings and be responsible for overall team coordination;

**END TASK 3 – ENVIRONMENTAL SERVICES****TASK 4 - FINAL DESIGN (Kipling Street to Simms Street)**

Following the City review of the preliminary plans and, at the direction of the City, the following final design work will be completed:

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**4.1 - Final Utility Coordination:**

- Revise plans to reflect input from utility owners at the Utility Coordination Meeting.
- Attend various meetings with utility companies to discuss impacts/relocations to their facilities. Up to ten (10) meetings are assumed.
- Participate in discussions with City of Arvada for the preparation of agreements with the Farmers Highline Ditch Company.

**4.2 - Final Utility Design (W 70<sup>th</sup> Drive to Oak Street):**

- **Proposed Waterline**
  - Project Coordination. Muller will work directly with the City on the water line design, which will then be incorporated into the set of roadway plans. Since Muller prepared the design for the roadway improvements, we will coordinate the water line work with that work.
  - Review Water and Utility Information. The utility and potholing information gathered on the project will be reviewed in the area of the new water line alignment. Muller will also use the City's Water key map information you provided us.
  - Construction Drawings. We will design and prepare construction drawings for the proposed 18-inch water line along Indiana Street between W. 70th Drive and Oak Street, as shown in the preliminary design plans. We anticipate that six drawings will be prepared that will be incorporated into the roadway bid set. One drawing will have the General Notes and Quantities, and the other five drawings will be Plan and Profile sheets showing the water line design. To make sure the latest version of your standard water line details are being used, we will refer to your standard detail figures by notes on the drawings.
  - Specifications. A project special provision to the CDOT Specifications Section 619 will be prepared to refer to the City's standards and specifications for all the water line work.
  - Quantities and Engineer's Opinion of Construction Cost. CDOT's Master Item Code Book will be used for the bid items. Muller will estimate the quantities of work and tabulate them on the water line drawings as well as the Summary of Approximate Quantities for the overall Roadway project. An engineer's opinion of construction cost will be prepared.
  - Right-of-way and Easements. We assume that the work can be designed and constructed in public right-of-way. Therefore, the acquisition of additional right-



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of-way or easements are not anticipated to be needed and are not proposed to be performed.

This task will also include meter pit/vault call-outs per City of Arvada standards, waterline taps, and service laterals to meters for the project corridor from Kipling to Simms to support planted landscape areas.

- **Sanitary Sewer**

Prepare final design plans and specifications for the proposed 8-inch sanitary sewer running along the north side of 72<sup>nd</sup> Ave between approximately W. 70<sup>th</sup> Drive and Oak Street, as depicted in the preliminary design plans. Design will comply with City of Arvada standards.

### **4.3 - Final Drainage Plans:**

- Revise drainage plans, and other drainage details based on F.I.R. comments and modifications required due to utility conflicts determined by potholing.
- Prepare storm sewer/irrigation plans and profiles.
- Modify plans for modifications in the irrigation systems.
- Prepare tabulations of quantities for storm sewers, culverts and irrigation quantities.
- Prepare details for drainage and irrigation facilities as needed.
- Design BMP's to meet MS-4 requirements for water quality for the proposed roadway improvements. Finalize right-of-way needs, if any, for BMP's, so right-of-way plans and acquisition can proceed.
- Prepare Erosion Control Plans for construction of the project. The plans will depict schematically the measures to be used to minimize erosion and sedimentation during construction. The plans will be at a scale of 1"=100' (11" x 17"). The Erosion Control Plans shall accommodate and address the differing requirements for each proposed phase of construction.
- Prepare a Tabulation of Temporary Sedimentation and Erosion Control.
- Prepare a Final Drainage report.

### **4.4 - Final Bridge and Retaining Wall Design (HDR, Inc.)**

This scope of work includes from 30% through final design of the structure type selected (2 span, steel plate girders and a welded steel deck plate). Additionally, the 30% plans (previously

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prepared under a separated contract) will be submitted to UP for review and comments will be addressed from that review.

The scope does not include survey, ROW services, geotechnical engineering, hydraulic or drainage engineering, utility coordination or relocations, civil engineering pertaining to roadway or pedestrian path, or maintenance of traffic (including design of 72<sup>nd</sup> Avenue roadway detour, which is to be performed by others).

This scope does not include construction support, inspection, shop drawing review, bidding assistance, and the final as-built documents.

Design and develop bridge plans for new pedestrian and roadway underpass. This task will include the following:

- Re-evaluate Retaining Wall Selection Criteria and update Structure Selection Report as appropriate.
- Submit 30% plans to the UP (30% plans previously submitted to City, additional preparation of 30% plans not included in this SOW);
- Address 30% UP and City structures comments. Address UP and City structures comments from 60% and 100% submittals;
- Layout, complete analysis and design and detail of bridge in accordance with UP and AREMA standards;
- Design check of the bridge in accordance with UP and AREMA standards (dependent review of one set of calculations);
- Layout, complete analysis and design and detail of the retaining walls parallel to 72<sup>nd</sup> Avenue
- Design check of the retaining walls in accordance with City and CDOT standards (Independent set of design calculations performed by 2 separate engineers);
- Produce specifications, bid items, quantities and Engineer's Opinion of Probable Construction Costs in accordance with Arvada, CDOT and UP standards;
- Communicate with UP on design issues that need to be addressed throughout the design process;
- Perform QC review of the drawings prior to submittals. The QC review will follow HDR's QA/QC procedures.

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### 4.5 - Final Track Design (HDR, Inc.)

Design and develop track plans for temporary shoo fly track to be used for construction of new pedestrian and roadway underpass. This task will include the following:

- Submit 30% plans to the UP;
- Address UP 30% track comments on 60% and 100% submittals;
- Prepare design documents for the temporary at grade crossing of the 72nd Avenue roadway detour (72nd Avenue roadway detour by others) and temporary track shoo fly at 60% and 100% level in accordance with requirements necessary for PUC application and UP review/execution of Construction, Maintenance and Use Agreement.
- Prepare design documents for the proposed UP track and embankment at 60% and 100% level in accordance with requirements necessary for PUC application and UP review/execution of Construction, Maintenance and Use Agreement.
- Produce specifications, bid items, quantities and Engineer's Opinion of Probable Construction Costs in accordance with UP standards;
- Identify which construction activities a contractor will perform and which work will be performed by UP;
- Communicate with UP on design issues that need to be addressed throughout the design process;
- Coordinate and communicate track design elements and issues with other team disciplines (e.g. structures, hydrology and hydraulics, roadway, and permitting);

#### Construction Phasing and Shoring Design

- Develop construction phasing and shoring limits required for underpass construction. This task will include the following:
- Layout, design and detail shoring type/sequence required for construction according to UP Guidelines for Temporary Shoring;
- Develop and produce track phasing and sequencing plans;
- Detail construction phasing layout;
- Perform QC of structural design calculations for shoring;
- Perform QC review of the drawings prior to submittals. The QC review will follow

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HDR's QA/QC procedures.

**4.6 - Final Roadway Plans - Final Office Review (F.O.R. Plans):**

- Revise preliminary roadway plans based on F.I.R. comments.
- Prepare Summary of Approximate Quantities.
- Prepare quantity tabulations for individual items. Anticipated tabulations include construction surveying, removals/resets/adjust items, earthwork, guardrail, concrete items, surfacing, fencing, storm sewers and others listed in subsequent sections of the Scope.
- Prepare detail sheets for various miscellaneous project components.
- Prepare Project Special Provisions and Standard Special Provisions (e.g. technical specifications) to augment the Colorado Department of Transportation's Standard Specifications for Road and Bridge Construction.
- Prepare F.O.R.-level Construction Cost Estimate based on the Summary of Approximate Quantities.

**4.7 - Final Lighting Plans (Clanton and Associates)**

- Incorporate comments from 30% Review
- Final lighting layout
- Final lighting details
- Luminaire schedule
- Final electrical design (including power for landscape irrigation controllers)
- Panel schedules
- One line diagrams
- Lighting Control Centers, including short circuit calculations and feeder sizing
- Circuiting and conduit, including voltage drop calculations and conduit sizing
- Electrical details
- Updated specifications
- Tabulation of Approximate Quantities



## Scope of Work

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- Opinion of Probable Cost
- Up to two (2) submittals (90% and 100% sets)
- Attendance at one (1) Design Review meeting in Arvada
- Attendance at 60% and 90% Reviews in Arvada

**4.8 - Construction Phasing and Traffic Control Plans and Quantities (Muller):**

- Prepare detailed “suggested” construction traffic control plans showing suggested construction phasing, work zone locations, temporary striping, construction signing and placement of construction traffic control devices anticipated to complete the work.
- Prepare “suggested” traffic control and phasing notes sheet.
- Prepare Tabulation of Suggested Traffic Control Devices, and Tabulation of Contractor Traffic Control Pay Items.

**4.9 - Final Traffic Signal Plans:**

- Finalize traffic signal plans for the 72<sup>nd</sup> Avenue and Simms Street, Quail Street and Oak Street intersections.
- Prepare tabulation of traffic signal items.
- Prepare Project Special Provisions for traffic signal items.

**4.10 - Final Signing and Striping Plans:**

- Prepare signing and striping plans for the project at 1”=100’ scale (11” x 17” sheets). Plans will show striping layout for permanent roadway striping, existing and proposed sign locations, removal and resetting of signs, and proposed sign sizes and codes.
- Prepare tabulation of signs.
- Prepare tabulation of pavement markings.

**4.11 - Aesthetic and Landscape Design (HDR)**

- It is assumed that the City will provide HDR with the preferred treatments and limits for the project for inclusion in design documents.
- Review 30% plans to provide feedback on potential ROW & Median landscaping treatments, as well as underpass surface treatments and coordinate with the City to identify preferred design (assumed 1 coordination meeting with City to determine

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- preferred treatments);
- Prepare final design documents including:
    - Coordination with Utilities Plans prepared by others
    - Coordination with SWMP prepared by others
    - Coordination with Grading Plans by others
    - Preparation of Hardscape Plans
    - Planting Design and Landscape Plans for roadway medians (seeding and plantings outside of roadway corridor by others)
    - Coordination with Lighting Design prepared by others
    - Coordination with Signage Plans prepared by others;
  - Prepare a design presentation
  - Irrigation Design will be provided Hines, Inc, who will be a sub-consultant to HDR. HDR will coordinate with Hines, Inc, who will complete the Irrigation Design which includes the following:
    - Project Meetings & Coordination
      - Attend project meetings with the Owner's Representative and design team through project planning & design as directed by the client & as described below:
        - Participate in three (3) design/coordination meetings at Client offices in the City of Arvada throughout the scope of design.
        - Conference calls/video conference meetings throughout the scope of design.
      - Meet with the Owner & Design team to discuss the water source strategy for the project; discussing initial concepts for potable irrigation & equipment preferences.
      - Obtain site landscape and infrastructure information for current & future key areas of development which pertain to the following scope of work.

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- Deliverables: Information requests, notes, addenda provided in the required format.
- Irrigation Plan Design
  - The irrigation controller location, electrical power source location and water tap information (available pressure, meter requirements, etc.) will be documented as part of this scope.
  - Design will comply with City & CDOT equipment specification and design standards, as applicable.
  - Detailed irrigation design will include; sprinkler layout, mainline and lateral pipe routing and sizing, drip irrigation valves and diagrammatic routing of drip laterals and remote-control valve locations.
  - Prepare necessary information to submit for the engineer's opinion of probable estimated costs.
  - Deliverables: sixteen (16) 11x17 drawing sheets at 20 scale
- Construction Specifications and Detail Development
  - Preparation of Irrigation details in the required CDOT format.
  - Preparation of Irrigation specifications in required CDOT format.
  - Bid Tab information in CDOT format will be provided.
  - Deliverables: one (1) detail sheet, and specifications
- Additional Services
  - If requested by the HDR, Hines will make additional visits to the site during construction to observe progress by the Consultant. A field report will be developed after each visit documenting verbal communication with the Consultant and listing deviations from the contract documents. These services will be charged at an hourly billing rate of \$85 for irrigation system construction services, \$95 for pump station and water feature construction services, and \$120 for on-site services requiring field engineering. Expenses will be billed at direct cost for travel, printing, and lodging.
- Prepare construction costs and quantities for the preferred treatment;

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- Prepare a Final Design Report

**4.12 - Final Office Review:**

- Arrange and attend Final Design Review meeting with City Staff and other affected parties, as required by the City.
- Prepare and distribute minutes of the Final Design Review meeting.

**4.13 - WQ Pond Design Investigation Oak Street/Lincoln Academy**

- Muller will investigate an alternative route to take storm and irrigation waters from the sump location to a WQ/detention pond and new irrigation pond on the Lincoln Academy property.
- Muller will produce a memo for this analysis that includes a cost comparison to the preliminary design for the storm and irrigation facilities.
- If the City chooses to move forward with this alternative storm and irrigation alignment then a separate scope and fee will be negotiated for this work.

**END OF TASK 4 - FINAL DESIGN****TASK 5 – PROJECT COORDINATION AND CONTINUING REQUIREMENTS**

- Arrange time for pre-design meeting and notify all interested parties as agreed to by City of Arvada Staff.
- Attend and document pre-design meeting.
- Attend monthly conference call meetings, of 60 minutes duration. Estimate 18 meetings **(HDR/and Muller)**.
- Muller Project Manager will send a weekly e-mail update to the Arvada Project Manager and other Arvada Staff as directed by Arvada PM.
- Prepare and distribute written minutes of meetings required for the project. Minutes will be distributed via e-mail as pdf files.
- Document time delays, scope of work variations, changes in input from entities and coordinate said documentation.



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- Project coordination and communication with Muller, the City, the UP, and other project consultants and affected agencies;
  - 30%, 60% and 100% UP design review meetings (3 total) with project team, the City and the UP in Arvada, CO (2 people for 4 hours each)

**END OF TASK 5 - PROJECT COORDINATION AND CONTINUING REQUIREMENTS****TASK 6 - POST 90% DESIGN SERVICES AND CONSTRUCTION DESIGN SUPPORT****6.1 - Acquisition and Relocation Preparation (HC Peck and Associates):**

This Scope of Services is predicated on the following assumptions, and pertains to the portion of the project from Kipling Street to Quail Street - acquisition of property/property rights from (approximately) 38 parcels. If agreements cannot be reached to acquire project parcels, the files will be turned over for condemnation. All the following activities will be performed in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as directed by the City Arvada.

- Part I - Project Administration
  1. Create/maintain project scheduling information of all land activities to show progress of each parcel and to estimate completion against established milestone schedules.
  2. Attend project meetings and coordinate tasks with project engineers, appraisers, and others involved and/or affected by the project.
  3. QA/QC — File Maintenance/Closeout/Delivery
- Part II - Negotiation Prep/Negotiation/Closings
  4. Appraisals prepared pursuant to CDOT ROW manual. (See NOTE below.)
  5. Appraisal Review. (Optional, see NOTE below.)
  6. Prepare offer letters and summaries of just compensation, final offer letters, last and final offer letters, related forms, and any additional correspondence with property owner.
  7. Review all documents in preparation for negotiation and conduct negotiations with each owner for the acquisition of the property rights to be acquired based on the approved fair market value. These negotiations will be carried out in accordance with all applicable Federal and State laws, and COA policies.

**Scope of Work**

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NOTE - Cost considerations regarding fee associated with the above services:

In the fee estimate, we have priced this line item as if each of the potentially affected parcels will require an appraisal. We have also included the line item for (third party) appraisal review should the City decide that such best serves the City's interests. After more is known about the specific impacts to each parcel, we anticipate being able to reduce time and costs by, for example, utilizing waiver valuations (value finds) in lieu of narrative appraisals (and the attendant review appraisals), obtaining vesting deeds (only) for parcels in which only Temporary Construction Easements will be acquired, which, in turn, reduces the number of formal closings and the need for subordinations, partial releases and tax prorations.

**6.2 - Post 90% Design Revisions and Final PSE**

- Make minor plan revisions after the Final Design Review as requested by City. Submit one set of plans (11" x 17") and technical specifications (8.5" x 11") with F.O.R. comments incorporated ("Post-Final Design Review Plans and Specs") to City for approval. Revisions to plans will be made as needed based on City of Arvada staff input and minor modifications required due to the right-of-way negotiations. Any revisions requested 4 weeks or more after the Final Design Review meeting can be completed as an additional service after discussion with and agreement by the City.
- Prepare a comment resolution tracking form with comment response resolution to all City and other stakeholder comments on 90% plans.
- Submit a 'final review' set of plans to Arvada for a final check to assure that FOR comments have been incorporated.
- Prepare Record Sets (2) of Approved Post-FOR Plans (8-1/2" x 14") and Specifications with a P.E. Stamp and signature. Submit one to the City of Arvada keep one each in project files.
- Perform QC review of the drawings prior to submittals. The QC review will follow HDR's QA/QC procedures.

**6.3 - Bid Phase Services:**

- Prepare agenda for one (1) Pre-Bid meeting.
  - Attend one (1) Pre-Bid meeting and prepare the meeting minutes.
  - Attend one (1) Bid Opening and prepare bid tabulation (1) for the project.
  - Address questions that arise during the bidding process. Up to 12 hours have been
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assumed for this work.

**6.4 - Construction Design Support Services:**

- **Technical Assistance/Meetings/RFIs.**

Muller and HDR will provide technical assistance to City of Arvada project personnel on an as-needed basis. These services shall include, but not be limited to, the following:

- Continuity of Communication - Maintain communication and liaison with City of Arvada through construction.
- Muller and HDR will attend one pre-construction meeting
- Muller and HDR will attend construction meetings during construction (It is assumed that on average two (2) people will attend monthly or weekly meetings during an 18 month construction period as requested. Each meeting is assumed 4 hours/person inclusive of time at the meeting, notes and travel)
- Request for Information (RFIs) – Review, analyze (if required) and provide responses to formal RFIs submitted by the contractor regarding the design plans and specifications of the project.
- HDR will review and respond to Contractor RFI's as required (25 Structure RFIs and 10 Track RFIs assumed)
- Muller will assist with the preparation of engineering and drafting at the request of the City to change the plans and specifications.

- **Shop Drawing and Submittal Review.**

As requested and directed by City of Arvada, Muller and HDR shall review all shop drawings and submittals in accordance with the project and applicable CDOT specifications. The shop drawing/submittal review may include the following items:

- HDR will review Shop Drawing submittals as required related to the UP bridge, walls and associated track. It is assumed that Contractor Submittals will be in accordance with applicable CDOT or UP standards. (Up to 12 Structural submittals and 10 Track submittals are assumed)
- Mix Designs
- Drainage Structures
- Water Utilities

Engineering support will be provided by HDR to the limits of effort provided in the fee estimate. Should additional effort be required, HDR will require an amendment to cover those additional services

- **Preparation of As-Built Drawings.**

Muller will prepare the as-built drawings from the Contractor's "red-lined" field as-built

### Scope of Work

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drawings. All Information required to prepare the as-built drawings will be provided and no additional field survey, field measurements or on-site observation is anticipated.

HDR will provide one set of "As-Constructed" plans for the UP bridge. It is assumed that the City's construction management team will provide red-lines to HDR to prepare the "As-Constructed" plan set.

### END OF TASK 6 - POST 90% DESIGN SERVICES AND CONSTRUCTION DESIGN SUPPORT

#### **PROJECT DELIVERABLES (TASKS 1-6)**

The following is a list of all deliverables will be made available to the City of Arvada via electronic pdf files. The following hardcopy files will also be made available if requested by the City.

Allow six (6) weeks for in-house reviews by the UP's Central Engineering department from the time plans are received. Review comments shall be returned to the UP Local Representative.

- Response to UP review comments as listed above
- 60% Plans, Specifications, and Engineer's Opinion of Probable Construction Costs (the 60% submittal will reflect the 30% review comments)
- 100% Plans, Specifications, and Engineer's Opinion of Probable Construction Costs
- PS&E Plans, Specifications, and Engineer's Opinion of Probable Construction Costs
- One copy of the structure calculations for the bridge, retaining walls and the shoring
- RFI and Contractor Submittal correspondence log



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**TASK 1 - DATA COLLECTION:**

- One (1) copy each:
  - Roll Plot of digital aerial photograph of project corridor
  - Preliminary Right-of-Way Ownership Map
  - Final Right-of-Way Ownership Map
  - Right-of-way and easement legal descriptions and exhibits (PDF)
  - Utility Clearance Letters (PDF)
  - Traffic Data

**TASK 2 - PRELIMINARY DESIGN:**

- Five (5) 11" x 17" hard copies and a digital PDF of each of the following documents:
  - Preliminary Design Review Plans – Muller will send out pdf files of the FIR plans to project stakeholders including City staff, subconsultants, utility companies, Union Pacific Railroad, ditch companies and stakeholders as directed by Arvada.
  - Additional copies of the plans will be distributed electronically as pdf files via e-mail
- Two (2) hard copies and a digital PDF of each of the following documents:
  - Draft Geotechnical Report
  - Final Geotechnical Report (Stamped and Signed by Professional Engineer)
  - Memorandum of Design - Traffic
  - Memorandum of Design - Utilities (Goodbye)
  - Preliminary Drainage Report

**TASK 3 - ENVIRONMENTAL SERVICES**

- Two (2) hard copies and a digital PDF of each of the following documents:
  - Air Quality Documentation
  - Noise Assessment Memo
  - Water Quality Memo

**TASK 4 - FINAL DESIGN:**

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- Five (5) 11" x 17" hard copies and a digital PDF of each of the following documents:
    - Final Design Review Plans – Muller will send out pdf files of the Final Design plans to project stakeholders including City staff, subconsultants, utility companies, ditch companies and other stakeholders as directed by Arvada.

Additional copies of the plans will be distributed electronically as pdf files via e-mail

- Two (2) hard copies and a digital PDF of each of the following documents:
  - Final Drainage Report
  - Final Design level Construction Cost Estimate
  - Right-of-Way and Easement Legal Descriptions and Exhibits with PLS stamps
- Plans and Technical Specifications with P.E. Stamp and signature (Record Set)
- One (1) hard copy and a digital PDF of each of the following documents:
  - Original 11" X 17" Final Plans and Technical Specifications (with Post-Final Design revisions)
- Final Geotechnical Report (Includes Pavement Design)

**TASK 5 - PROJECT COORDINATION AND CONTINUING REQUIREMENTS:**

- Meeting minutes

**END OF DELIVERABLES LIST****INFORMATION/TASKS TO BE FURNISHED/COMPLETED BY CITY OF ARVADA**

The City will furnish the following items at no charge to the Engineer (if available), or complete the listed tasks:

- Available accident data for 72<sup>nd</sup> Avenue in the project area
- Available traffic data for streets in the project area
- City water, stormwater and sanitary sewer maps
- Available plans developed by previous consultants for the intersection improvements
- Pay plan review and permit fees for agreements with all pertinent Irrigation Companies.
- Preparation of Colorado Department of Public Health and the Environment Colorado

## Scope of Work

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Discharge Permit System (CDPS) Stormwater Discharges Associated With: Construction Activities Application

- Preparation of Colorado Department of Public Health and the Environment Colorado Discharge Permit System (CDPS) Construction Dewatering Industrial Wastewater Discharge Application
- Provide opportunities for public input during design process via City Council meetings or other by other means as deemed appropriate by the City.

**The scope of work and associates fee are based on the following assumptions and exclusions. These are in addition to those that may be stated in preceding sections of the scope:**

### **Assumptions:**

- Final Design for the portion of the project from Kipling to Oak will be based on the preliminary design work already completed and submitted in 2017. No consideration is made for alternative design options or variations from the design approach shown in the plans.
- UPRR, utility companies and ditch companies will cooperate fully with the design team and will respond to coordination efforts as required in order to keep the project moving forward on the prescribed schedule.
- Drainage design for portions of the project from Quail to Simms (extending to the west) will not require work to comply with work outlined in the Leyden Creek Major Drainageway Plan.
- If needed, retaining wall design will be provided by the contractor (Quail to Simms).
- Intersection design for the 72nd Ave/Simms intersection will be for a conventional intersection (not a roundabout design).
- Plans will be designed and detailed in MicroStation environment (using the UP CAD standards) and will have the same appearance and level of detail as a typical UPRR set of plans. CDOT CAD Standards will be used for elements of the plans not covered by UP CAD Standards;

## Scope of Work

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- Track alignment will follow the alignment included in the 30% design plans;
  - Shoo fly track design and earthwork modeling will be performed using InRoads software;
  - Plan submittals will be on 11x17-inch sheets and submitted as pdf files;
  - CDOT standard specifications will be used for the construction bid package. Special Provisions will be added as necessary to include UP and AREMA requirements and other items not included in these specifications;
  - All site drainage will be designed and detailed by others. UP comments on site drainage will be addressed by others;
  - Track construction will be by UP forces and no track specifications or standard details will be included for track work.
  - Supplemental data collection will be performed by others and provided to HDR
  - Design work for structures will be in accordance with the type and alignment provided in the 30% plans previously submitted by HDR under a separated contract. Additional structural type analysis or alternative development is not included in this SOW.
  - For purposes of this scope and fee it is assumed that title work will be required for up to 60 parcels, if the actual number of properties exceeds this amount then an additional services will be negotiated.
  - We do not anticipate providing a legal and exhibit for the 4 full parcel takings. This area matches assumptions made by the City for ROW needs for the project. If the actual number of legals exceeds this amount then an additional services will be negotiated.
  - Irrigation Design Assumptions
    - Major base changes made after 90% Construction Document submittal, resulting in major irrigation design revisions, will require additional fees.
    - This proposal assumes a total of 3 drawing submittals at 60%, 100%, & PS&E milestones.
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- If a booster pump is required, an additional fee will be necessary for the design and specification of pump equipment.
- All final construction documentation, including specifications shall be approved by the project Owner's Representative to issuance for bidding.
- This scope assumes the no existing to remain irrigation systems will be impacted by this project. If existing systems require as-built documentation and/or renovation design, an additional scope of work will be necessary;

**Exclusions:**

- Water/Sanitary Sewer Design (Simms to Oak.)
- Design/redesign of the preliminary design elements (Kipling to Quail) based on the results of the groundwater mounding and subsurface groundwater investigation.
- Structural engineering/wall design, Quail to Simms.
- Roundabout intersection design.
- VISSIM or other micro-simulation services.
- CLOMR, LOMR
- Improvements to Leyden Creek
- Floodplain permitting.
- Value engineering ideas from December 2017 Design Memo.
- Post construction services.
- Section Corner restoration
- Storm Water Discharge Permit/Stormwater Construction Permit
- Bid tabulation
- Bid Packaging

**INFORMATION TO BE FURNISHED BY CITY OF ARVADA**

The CITY will furnish the following items, if available:

- Available Accident Data

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- Available traffic data for 72<sup>nd</sup> Avenue in the project area.
- Plats and drainage reports for surrounding subdivisions
- As-Built drawings and or plan set

**END SCOPE OF WORK - 72<sup>nd</sup> AVENUE – KIPLING STREET TO SIMMS STREET**

PROJECT FEE ESTIMATING SHEET



CLIENT: City of Arvada

PROJECT: West 72nd Avenue – Kipling Street to Simms Street Project NO. 18-ST-30



Prepared by: GCM  
Checked by: BJF

Proposal No. 918.43  
Date 10/17/2018  
Proposed Total Fee **\$2,915,584**

| Task No. | Task Description                                                           | TIME (HOURS) |          |         |          |          |         |           |          |          |          |          |          |           |          |          |           |         |            | EXPENSES  |                  |                     |           |                    |          |         |                 |         |       | TOTALS       |            |               |               |          |
|----------|----------------------------------------------------------------------------|--------------|----------|---------|----------|----------|---------|-----------|----------|----------|----------|----------|----------|-----------|----------|----------|-----------|---------|------------|-----------|------------------|---------------------|-----------|--------------------|----------|---------|-----------------|---------|-------|--------------|------------|---------------|---------------|----------|
|          |                                                                            | PRIN         | PM 9     | PM 9    | PM 8     | PM 7     | PM 6    | PM 6      | PE 6     | DE 3     | PE 5     | PE 4     | PE 4     | DE 3      | DE 2     | DE 1     | CADD 4    | ADMIN   | PROJ COORD | HDR       | Shannon & Wilson | Harris Kocher Smith | H.C. Peck | Goodbee and Assoc. | Clanton  | IDAX    | Travel/ Mileage | Repro   | Misc. | Time (Hours) | Labor (\$) | Expenses (\$) | Subtotal (\$) |          |
|          |                                                                            | \$194        | \$186    | \$186   | \$176    | \$159    | \$153   | \$147     | \$153    | \$112    | \$134    | \$123    | \$123    | \$112     | \$104    | \$94     | \$101     | \$109   | \$85       |           |                  |                     |           |                    |          |         |                 |         |       |              |            |               |               |          |
| 1        | Data Collection                                                            |              |          |         |          |          |         |           |          |          |          |          |          |           |          |          |           |         |            |           |                  |                     |           |                    |          |         |                 |         |       |              |            |               |               |          |
| 1.1      | Engineering Research                                                       |              |          |         |          |          |         | 2         |          |          |          | 12       |          | 12        |          |          |           |         |            |           |                  |                     |           |                    |          |         |                 |         |       | 26           | \$3,114    | \$0           | \$3,114       |          |
| 1.2      | Design Surveys and Mapping                                                 |              |          |         |          |          |         | 2         |          |          |          |          | 4        |           |          |          | 4         |         |            |           |                  | \$59,020            |           |                    |          |         |                 |         | 10    | \$1,146      | \$59,020   | \$60,166      |               |          |
| 1.3      | Right-of-Way Plans and Legal Exhibits, Ownership Map                       |              |          |         |          |          |         | 6         |          |          |          |          | 8        |           |          |          |           |         |            |           |                  | \$48,100            |           |                    |          |         |                 |         | 14    | \$1,778      | \$48,100   | \$49,878      |               |          |
| 1.4      | Title Commitments and Easment Research                                     |              |          |         |          |          |         | 8         |          |          |          |          | 12       |           |          |          | 4         |         |            |           |                  |                     | \$39,000  |                    |          |         |                 |         | 24    | \$2,924      | \$39,000   | \$41,924      |               |          |
| 1.5      | Sub-Surface Utility Engineering                                            |              |          |         |          | 10       |         | 60        |          |          |          | 40       |          | 50        | 40       |          |           |         |            |           |                  |                     | \$89,572  |                    |          |         |                 |         | 200   | \$25,090     | \$89,572   | \$114,662     |               |          |
| 1.6      | Traffic Data Collection                                                    |              |          |         |          |          |         |           | 1        | 2        |          |          |          |           |          |          |           |         |            |           |                  |                     |           |                    |          | \$1,640 |                 |         | 3     | \$377        | \$1,640    | \$2,017       |               |          |
| 2        | Preliminary Design (Oak Street to Simms Street (Extending to Urban/Union)) |              |          |         |          |          |         |           |          |          |          |          |          |           |          |          |           |         |            |           |                  |                     |           |                    |          |         |                 |         |       |              |            |               |               |          |
| 2.1      | Geotechnical Design                                                        |              |          |         |          |          |         | 2         |          |          |          |          | 2        |           |          |          |           |         |            |           |                  | \$214,931           |           |                    |          |         |                 |         |       | 4            | \$518      | \$214,931     | \$215,449     |          |
| 2.2      | Traffic Engineering Design                                                 |              |          | 20      |          |          |         | 25        | 120      | 240      |          |          | 40       |           |          |          | 30        |         |            |           |                  |                     |           |                    |          |         |                 |         |       | 475          | \$60,145   | \$0           | \$60,145      |          |
| 2.3      | Preliminary Utility Design                                                 |              |          |         |          |          |         | 20        |          |          |          |          | 40       |           |          |          | 20        |         |            |           |                  |                     |           |                    |          | \$25    |                 |         |       | 80           | \$9,440    | \$25          | \$9,465       |          |
| 2.4      | Preliminary Drainage Plans                                                 |              |          |         | 5        | 80       |         | 20        |          |          |          | 200      | 30       | 200       |          |          | 100       |         |            |           |                  |                     |           |                    |          |         |                 |         |       | 635          | \$75,400   | \$0           | \$75,400      |          |
| 2.5      | Preliminary Roadway Plans                                                  | 2            |          |         | 6        |          |         | 40        |          |          | 60       |          | 200      |           | 150      |          | 140       |         |            |           |                  |                     |           |                    |          |         |                 |         |       | 598          | \$66,004   | \$0           | \$66,004      |          |
| 2.6      | Preliminary Lighting Plans                                                 |              |          |         |          |          |         | 1         |          |          |          |          | 4        |           |          |          | 2         |         |            |           |                  |                     |           |                    | \$19,125 |         |                 |         |       | 7            | \$797      | \$19,125      | \$19,922      |          |
| 2.7      | Construction Phasing Plans                                                 |              |          |         |          |          |         | 8         | 16       | 80       |          |          | 16       |           | 20       |          | 100       |         |            |           |                  |                     |           |                    |          |         |                 |         |       | 240          | \$26,356   | \$0           | \$26,356      |          |
| 2.8      | Preliminary Traffic Signal Plans                                           |              |          | 1       |          |          |         |           | 6        | 30       |          |          |          |           |          |          | 20        |         |            |           |                  |                     |           |                    |          |         |                 |         |       | 57           | \$6,484    | \$0           | \$6,484       |          |
| 2.9      | Signing and Striping Plans                                                 |              |          | 1       |          |          |         |           | 6        | 32       |          |          |          |           |          |          | 20        |         |            |           |                  |                     |           |                    |          |         |                 |         |       | 59           | \$6,708    | \$0           | \$6,708       |          |
| 2.10     | Right-of-Way Delineation                                                   |              |          |         |          |          |         | 1         |          |          |          |          | 8        |           | 12       |          | 6         |         |            |           |                  |                     |           |                    |          |         |                 |         |       | 27           | \$2,777    | \$0           | \$2,777       |          |
| 2.11     | Preliminary Design Review Meeting                                          |              |          |         |          | 6        |         | 6         | 6        |          |          |          | 6        |           | 12       |          |           | 4       |            |           |                  |                     |           |                    |          | \$25    | \$500           |         | 40    | \$4,894      | \$525      | \$5,419       |               |          |
| 2.12     | Public Engagement                                                          | 4            |          |         | 4        |          |         | 12        |          |          |          | 4        |          | 24        |          |          | 20        |         | 8          | \$27,000  |                  |                     |           |                    |          |         | \$25            |         | 76    | \$9,124      | \$27,025   | \$36,149      |               |          |
| 3        | Environmental Services                                                     |              |          |         |          |          |         |           |          |          |          |          |          |           |          |          |           |         |            |           |                  |                     |           |                    |          |         |                 |         |       |              |            |               |               |          |
| 3.1      | Environmental Services                                                     |              |          |         | 15       |          | 40      | 30        |          |          |          |          | 24       |           |          |          | 8         |         |            | \$109,000 |                  |                     |           |                    |          |         |                 |         |       | 117          | \$16,666   | \$109,000     | \$125,666     |          |
| 4        | Final Design (Kipling to Simms Street)                                     |              |          |         |          |          |         |           |          |          |          |          |          |           |          |          |           |         |            |           |                  |                     |           |                    |          |         |                 |         |       |              |            |               |               |          |
| 4.1      | Final Utility Coordination                                                 |              |          |         |          |          |         | 30        |          |          |          |          | 60       |           |          |          | 40        |         |            |           |                  |                     |           |                    |          |         |                 |         |       | 130          | \$15,170   | \$0           | \$15,170      |          |
| 4.2      | Final Utility Design                                                       |              | 56       |         |          |          |         | 4         |          |          |          |          | 134      | 8         |          |          | 84        |         |            |           |                  |                     |           |                    |          | \$50    |                 |         |       | 286          | \$36,866   | \$50          | \$36,916      |          |
| 4.3      | Final Drainage Plans                                                       |              |          |         |          | 140      |         | 40        |          |          |          | 220      | 40       | 280       |          |          | 120       |         |            |           |                  |                     |           |                    |          |         |                 |         |       | 840          | \$100,920  | \$0           | \$100,920     |          |
| 4.4      | Final Bridge and Retaining Wall Design                                     |              |          |         |          |          |         | 8         |          |          |          |          | 40       |           |          |          | 40        |         |            | \$409,000 |                  |                     |           |                    |          |         |                 |         |       | 88           | \$9,696    | \$409,000     | \$418,696     |          |
| 4.5      | Final Track Design                                                         |              |          |         |          |          |         | 8         |          |          |          |          | 8        |           |          |          | 8         |         |            | \$72,000  |                  |                     |           |                    |          |         |                 |         |       | 24           | \$2,880    | \$72,000      | \$74,880      |          |
| 4.6      | Final Roadway Plans                                                        | 2            |          |         |          |          |         | 80        |          |          | 150      |          | 540      |           | 250      | 350      |           | 20      |            |           |                  |                     |           |                    |          |         |                 |         |       | 1392         | \$153,278  | \$0           | \$153,278     |          |
| 4.7      | Final Lighting Plans                                                       |              |          |         |          |          |         | 2         |          |          |          |          | 8        |           | 4        |          | 8         |         |            |           |                  |                     |           |                    | \$19,125 |         |                 |         |       |              | 22         | \$2,374       | \$19,125      | \$21,499 |
| 4.8      | Construction Phasing and Traffic Control Plans and Quantities              |              |          |         |          |          |         | 8         | 30       | 120      |          |          | 40       |           | 30       |          | 120       |         |            |           |                  |                     |           |                    |          |         |                 |         |       | 348          | \$38,626   | \$0           | \$38,626      |          |
| 4.9      | Final Traffic Signal Plans                                                 |              |          | 12      |          |          |         | 6         | 24       | 120      |          |          | 4        |           |          |          | 40        |         |            |           |                  |                     |           |                    |          |         |                 |         |       | 206          | \$24,714   | \$0           | \$24,714      |          |
| 4.1      | Final Signing and Striping Plans                                           |              |          | 1       |          |          |         |           | 12       | 64       |          |          |          |           |          |          | 40        |         |            |           |                  |                     |           |                    |          |         |                 |         |       | 117          | \$13,230   | \$0           | \$13,230      |          |
| 4.11     | Final Landscaping Design                                                   |              | 8        |         |          |          |         | 16        |          |          |          |          | 24       |           |          |          | 12        |         |            | \$57,000  |                  |                     |           |                    |          |         |                 |         |       | 60           | \$7,740    | \$57,000      | \$64,740      |          |
| 4.12     | Final Office Review                                                        |              |          |         |          | 6        |         | 6         | 6        |          |          |          | 6        |           | 12       |          |           | 4       |            |           |                  |                     |           |                    |          | \$25    | \$500           |         | 40    | \$4,894      | \$525      | \$5,419       |               |          |
| 4.13     | WQ Pond Design Investigation Oak Street/Lincoln Academy                    |              |          |         |          | 24       |         | 10        |          |          |          | 60       |          | 4         |          |          | 20        |         |            |           |                  |                     |           |                    |          |         |                 |         |       | 118          | \$15,134   | \$0           | \$15,134      |          |
| 5        | Project Coordination and Continuing Requirements                           |              |          |         |          |          |         |           |          |          |          |          |          |           |          |          |           |         |            |           |                  |                     |           |                    |          |         |                 |         |       |              |            |               |               |          |
| 5.1      | Project Management                                                         |              |          |         | 50       | 125      |         | 280       |          |          |          |          |          |           |          |          |           | 10      |            |           |                  |                     |           |                    |          |         | \$125           |         |       | 465          | \$70,925   | \$125         | \$71,050      |          |
| 6        | Post 90% Design Services and Construction Design Support                   |              |          |         |          |          |         |           |          |          |          |          |          |           |          |          |           |         |            |           |                  |                     |           |                    |          |         |                 |         |       |              |            |               |               |          |
| 6.1      | Acquisition and Relocation Preparation                                     |              |          |         |          |          |         | 12        |          |          |          |          | 4        |           |          |          | 4         |         |            |           |                  |                     | \$691,000 |                    |          |         |                 |         |       | 20           | \$2,616    | \$691,000     | \$693,616     |          |
| 6.2      | Post 90% Design Revisions and Final PSE                                    |              |          |         |          |          |         | 50        |          |          |          |          | 100      |           | 50       |          | 120       | 25      |            | \$12,000  |                  |                     |           |                    |          |         | \$500           |         | 345   | \$38,095     | \$12,500   | \$50,595      |               |          |
| 6.3      | Bidding Phase Services                                                     |              |          |         | 4        |          |         | 20        |          |          |          |          | 16       |           |          |          |           |         |            | \$5,000   |                  |                     |           |                    |          | \$50    |                 |         | 40    | \$5,436      | \$5,050    | \$10,486      |               |          |
| 6.4      | Construction Design Support Services                                       |              |          |         |          | 50       |         | 120       |          |          |          | 50       |          | 150       |          |          | 120       |         |            | \$118,000 |                  |                     |           |                    |          | \$250   |                 |         | 490   | \$60,660     | \$118,250  | \$178,910     |               |          |
|          |                                                                            |              |          |         |          |          |         |           |          |          |          |          |          |           |          |          |           |         |            |           |                  |                     |           |                    |          |         |                 |         |       |              |            |               |               |          |
|          | Total Hours                                                                | 8            | 64       | 35      | 84       | 441      | 40      | 943       | 227      | 688      | 210      | 586      | 134      | 1532      | 520      | 540      | 1600      | 35      | 36         | -         | -                | -                   | -         | -                  | -        | -       | -               | -       | -     | 7687         | -          | -             | -             |          |
|          | Total Labor                                                                | \$1,552      | \$11,904 | \$6,510 | \$14,784 | \$70,119 | \$6,120 | \$138,621 | \$34,731 | \$77,056 | \$28,140 | \$72,078 | \$16,482 | \$171,584 | \$54,080 | \$50,760 | \$161,600 | \$3,815 | \$3,060    | -         | -                | -                   | -         | -                  | -        | -       | -               | -       | -     | -            | \$922,996  | -             | -             |          |
|          | Total Expenses                                                             | -            | -        | -       | -        | -        | -       | -         | -        | -        | -        | -        | -        | -         | -        | -        | -         | -       | -          | \$809,000 | \$214,931        | \$107,120           | \$730,000 | \$89,572           | \$38,250 | \$1,640 | \$575           | \$1,500 | \$0   | -            | -          | -             |               |          |
|          | Total                                                                      | -            | -        | -       | -        | -        | -       | -         | -        | -        | -        | -        | -        | -         | -        | -        | -         | -       | -          | -         | -                | -                   | -         | -                  | -        | -       | -               | -       | -     | -            | -          | -             | \$2,915,584   |          |



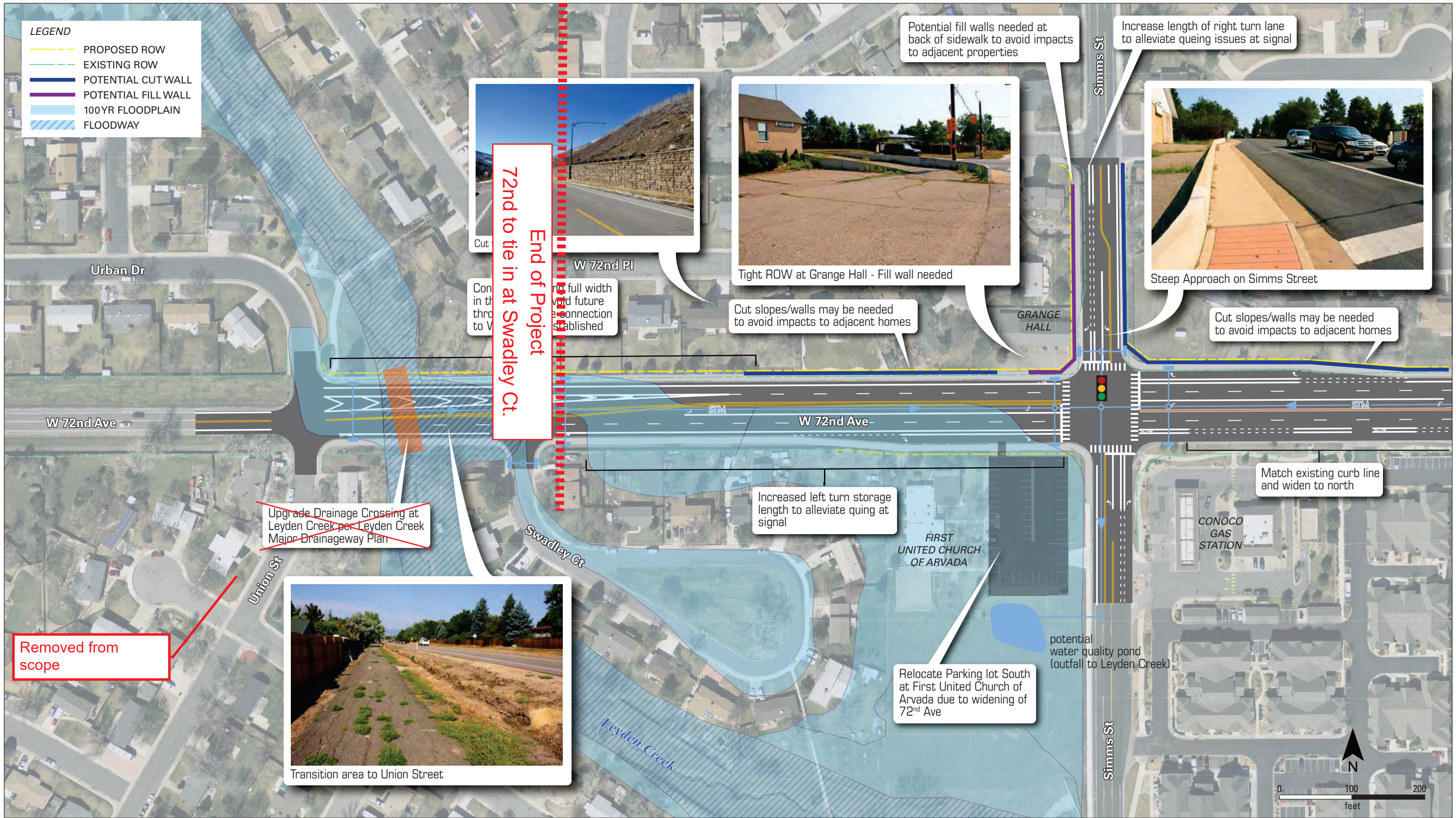


Figure 2a - Design Concepts and Critical Issues



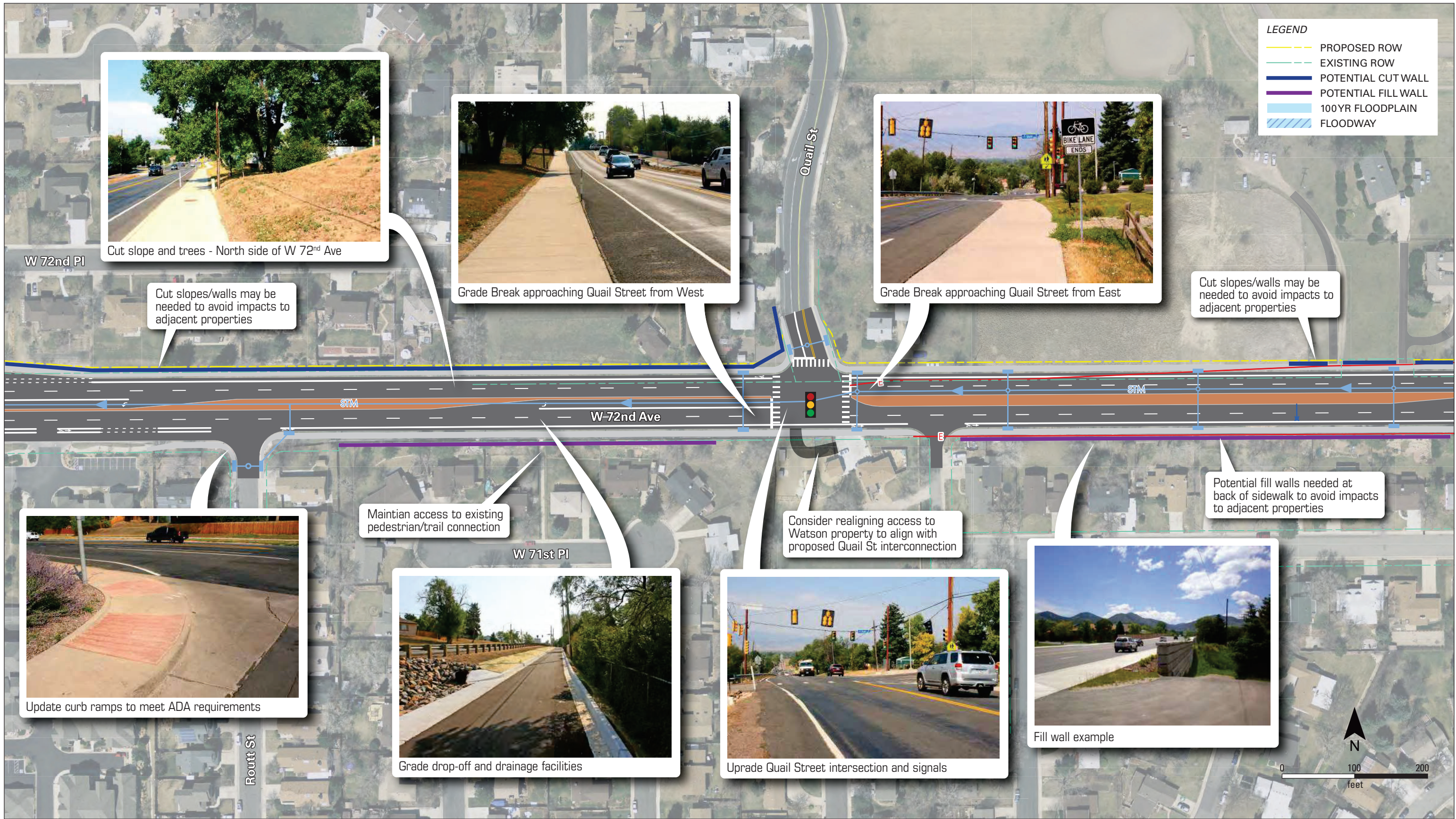


Figure 2b - Design Concepts and Critical Issues



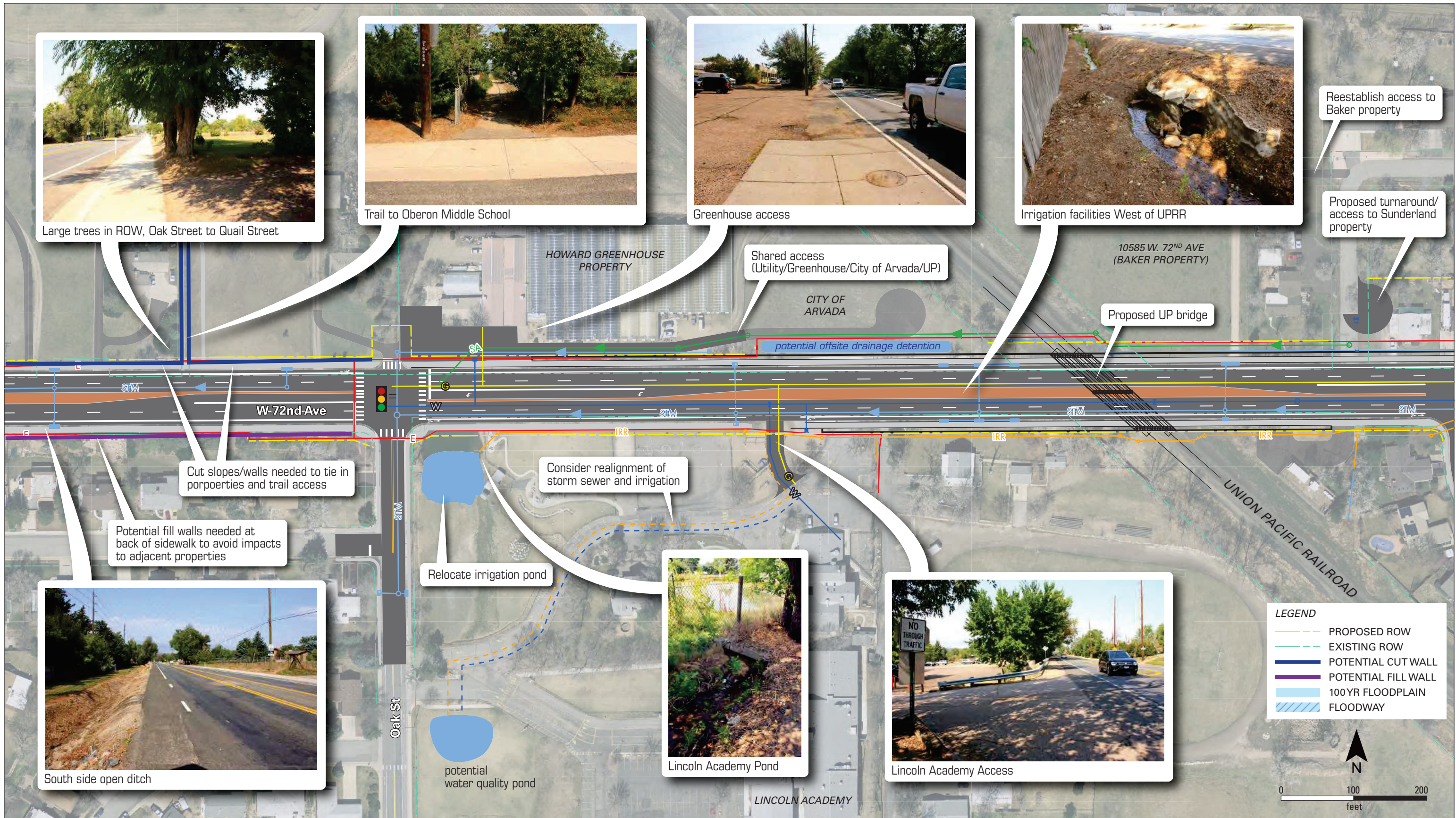


Figure 2c - Design Concepts and Critical Issues





Figure 2d - Design Concepts and Critical Issues



## Attention: Project Owner

### Contract Review

This agreement is being submitted for your review, approval or comments. Please ensure the contract captures the project details.

Approved by:

Project Owner

A black rectangular box containing a handwritten signature in blue ink, which appears to read "Derek Webb".

Name: Derek Webb

---

*This cover page confirms you have reviewed the contract being submitted to the vendor and provides an opportunity for you to return the contract to the City Attorney's Office with any comments and/or suggested revisions.*

*If the contract captures the project details, please initial to complete this transaction to send the contract to the vendor. However, if you have comments and/or suggested revisions, please select the "Add Comment" icon. You will be provided a text box to include any comments/suggested revisions. Once complete hit "Post."*

*Please contact Gail Walker at (720) 898-7187 if you have any questions.*



**CHANGE ORDER #1**  
**TO AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA**  
**AND MULLER ENGINEERING COMPANY, INC. TO CHANGE THE**  
**SCOPE OF WORK AND INCREASE THE CONTRACT AMOUNT BY**  
**\$36,750.00.**

**1.0 RECITALS AND PURPOSE.**

1.1 On or about November 19, 2018, the City of Arvada ("Arvada") and Muller Engineering Company, Inc. ("Contractor") entered into an Agreement whereby Contractor provides design services for West 72<sup>nd</sup> Avenue between Kipling Street and Simms Street ("Original Agreement").

1.2 Pursuant to Section 9 of the Agreement, Arvada may request additional services or changes to the work and this can be accomplished by all parties agreeing to a change in the Scope of Work ("SOW").

1.3 The SOW shall be modified to reflect additional services related to the procurement process for the construction manager general contractor as described in Contractor's Change Request 1, attached as Exhibit 1 ("Exhibit 1").

1.4 This document shall constitute Change Order #1 to the Agreement to change the scope of work.

**2.0 SCOPE OF SERVICES FOR CHANGE ORDER #1.**

2.1 The Agreement's SOW shall be modified to reflect the changes described in Exhibit 1.

**3.0 COMPENSATION FOR SERVICES UNDER CHANGE ORDER #1.** The Agreement terms are amended to allow the increase of compensation by \$36,750.00, changing the Original Agreement compensation to \$2,952,334.00.

**4.0 FULL FORCE AND EFFECT.** All other terms and conditions shall be as set forth in the Agreement.

EFFECTIVE this 9<sup>th</sup> day of January, 2020.



**CITY OF ARVADA**, a Colorado home rule  
municipal corporation

A black rectangular box redacting the signature of Mark G. Deven.

\_\_\_\_\_  
Mark G. Deven, City Manager  
8101 Ralston Road  
Arvada, CO 80002

ATTEST:

  
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM BY:

  
\_\_\_\_\_  
For Rachel A. Morris, City Attorney

**MULLER ENGINEERING COMPANY, INC.**

  
\_\_\_\_\_  
A. Gray Clark, President  
777 South Wadsworth Blvd., Suite 4-100  
Lakewood, Colorado 80226



December 13, 2019

Mr. Derek Webb  
Project Manager  
City of Arvada  
8101 Ralston Road  
Arvada, CO 80002

**RE: Change Request 1: Construction Manager General Contractor (CMGC) Procurement and Request for Qualifications (RFQ) Support**  
**West 72<sup>nd</sup> Avenue – Kipling Street to Simms Street**  
MEC Project No. 18-061.01

Dear Derek:

This letter is to formalize the City's request for Muller's assistance in writing the RFQ document as well as Muller's support during the procurement phase to add a CMGC contractor to the W. 72<sup>nd</sup> Ave. project. The letter also formalizes our request for additional budget to accomplish the work as described below.

### Scope of Services

The following tasks will be performed.

1. Prepare for and schedule initial meeting with City of Arvada staff to discuss CMGC process and previous experience with this delivery method
  - a. Compile previous RFQ documents to send to City. **(Task Complete)**
  - b. Coordinate with internal staff on previous RFQ submittals, experiences and lessons learned. **(Task Complete)**
  - c. Participate in teleconference with City staff to discuss the CMGC process and previous experiences with this process. **(Task Complete)**
2. Project scoping meeting with City
  - a. Prepare for and attend CMGC scoping meeting with key City staff to identify the following for incorporation into the RFQ document: **(Task Complete)**
    - i. The City's overall goals for the contractor
    - ii. Issues and project risks
    - iii. Key milestone dates
    - iv. Budget
    - v. Roles and responsibilities
    - vi. Expectations for contractor
    - vii. Evaluation Criteria:
      1. For evaluating RFQ (to determine short list)
      2. For evaluating interviews (to determine successful CMGC)
3. Procurement Preparation
  - a. RFQ preparation
    - i. Following the project scoping meeting Muller will prepare an RFQ tailored to the project goals and timelines discussed with City. Muller will submit this RFQ to the



Mr. Derek Webb  
December 13, 2019  
Page 2

City for final review and will allow up to two rounds of comments prior to final acceptance of RFQ. Any additional revisions would require a new fee be negotiated. **(Task Partially Complete)**

- ii. Muller will work with City staff to develop RFQ and scoring weights for potential contractors. **(Task Partially Complete)**
- iii. Muller will compile all relevant project data for potential CMGCs to access in one location. The City will be responsible for the hosting of this data. **(Task Partially Complete)**
  - 1. As part of this task Muller will combine the two previously submitted project plan sets (W. 72<sup>nd</sup> Ave. – Simms to Oak and W. 72<sup>nd</sup> Ave Oak to Kipling) into one package for CMGCs to review.
  - 2. Muller will combine the two previously submitted drainage reports into one document
  - 3. Shannon and Wilson will create one document to reference for all geotechnical and pavement related work to date.
- b. Advertisement of RFQ
  - i. RFQ review and shortlisting (Muller and HDR)
    - 1. Muller will review and score RFQs along with City staff to finalize a shortlist of up to three (3) finalists for interviews. **(Task Partially Complete)**



Mr. Derek Webb  
December 13, 2019  
Page 3

### Assumptions & Exclusions

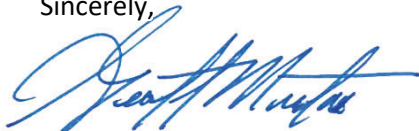
Muller's proposed scope of services and fee is based on the following assumptions and exclusions. Should any of these turn out to be inconsistent with the ultimate project requirements, additional fees will be required.

1. Assumptions are detailed in scope sections above.
2. This scope and fee is only for the RFQ procurement phase of this process. All final design elements, VE and other meetings and coordination related to the CMGC process will be part of a separate scope and fee.
3. The following items are not included in this Scope of Services.
  - a. Engineering design support
  - b. Public involvement / public meetings / public information services.
  - c. Project scheduling
  - d. Performing bid-period administration services, construction, construction administration, or design support services during construction.
  - e. Final geotechnical reports/updated draft Geotech reports.
  - f. Concrete pavement design
  - g. Updates to project quantities based on concrete pavement design.

Should the scope of work required to complete the project exceed that listed above (due to schedule changes, client requests, complexity or general evolution of the project, review agency requirements, etc.) Muller will inform you of the scope change and required fee adjustment so a contract amendment can be prepared.

We appreciate the opportunity to assist you on this project. Please call me at (303) 988-4939 if you have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "Geoffrey Mestas", is written over a light blue horizontal line.

Geoffrey Mestas, P.E.  
Project Manager

MULLER ENGINEERING COMPANY, INC.

Enclosures:

1. Project Fee Estimate



CLIENT: City of Arvada

PROJECT: West 72nd Avenue – Kipling Street to Simms Street Project NO. 18-ST-30

Change Request 1: CMGC Procurement and Request for Qualifications (RFQ) Support

Prepared by: GCM  
Checked by: BJF



Proposal No. 918.43  
Date 12/13/2019  
Proposed Total Fee **\$36,750**

| Task No. | Task Description                                                                                                                                   | TIME (HOURS) |       |         |         |          |         |       |         |       |            | EXPENSES |                  |                 |       |       | TOTALS       |            |               |               |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------|---------|---------|----------|---------|-------|---------|-------|------------|----------|------------------|-----------------|-------|-------|--------------|------------|---------------|---------------|
|          |                                                                                                                                                    | PRIN         | PM 8  | PM 8    | PM 7    | PM 6     | PE 5    | DE 1  | CADD 4  | ADMIN | PROJ COORD | HDR      | Shannon & Wilson | Travel/ Mileage | Repro | Misc. | Time (Hours) | Labor (\$) | Expenses (\$) | Subtotal (\$) |
|          |                                                                                                                                                    | \$203        | \$183 | \$183   | \$167   | \$160    | \$138   | \$94  | \$86    | \$109 | \$85       |          |                  |                 |       |       |              |            |               |               |
| 1        | Initial Meeting with City to Discuss CMGC Process                                                                                                  |              |       |         |         |          |         |       |         |       |            |          |                  |                 |       |       |              |            |               |               |
| 1.A      | Compile previous RFQ documents to send to City. (Task Complete)                                                                                    | 2            | 2     | 2       |         | 2        |         |       |         |       |            |          |                  |                 |       |       | 8            | \$1,458    | \$0           | \$1,458       |
| 1.B      | Coordinate with internal staff on previous RFQ submittals, experiences and lessons learned. (Task Complete)                                        | 1            | 1.5   | 1.5     |         | 5        |         |       |         |       |            |          |                  |                 |       |       | 9            | \$1,552    | \$0           | \$1,552       |
| 1.C      | Participate in teleconference with City staff to discuss the CMGC process and previous experiences with this process. (Task Complete)              |              | 1.5   | 1.5     |         | 5        |         |       |         |       |            |          |                  |                 |       |       | 8            | \$1,349    | \$0           | \$1,349       |
| 2        | Project scoping meeting with City                                                                                                                  |              |       |         |         |          |         |       |         |       |            |          |                  |                 |       |       |              |            |               |               |
| 2.A      | Prepare for and attend CMGC scoping meeting with key City staff to identify the following for incorporation into the RFQ document: (Task Complete) | 2            |       | 2       | 5       | 10       |         |       |         | 2     | 1          |          |                  | \$15            |       |       | 22           | \$3,510    | \$15          | \$3,525       |
| 3        | Procurement Preparation                                                                                                                            |              |       |         |         |          |         |       |         |       |            |          |                  |                 |       |       |              |            |               |               |
| 3.A      | RFQ preparation                                                                                                                                    |              |       |         | 25      | 30       | 25      | 8     | 55      | 1     | 5          |          | \$1,120          | \$15            |       |       | 149          | \$18,441   | \$1,135       | \$19,576      |
| 3.B      | Advertisement of RFQ                                                                                                                               | 2            |       |         | 8       | 24       |         |       |         | 1     | 5          | \$2,900  |                  | \$24            | \$250 |       | 40           | \$6,116    | \$3,174       | \$9,290       |
|          |                                                                                                                                                    |              |       |         |         |          |         |       |         |       |            |          |                  |                 |       |       |              |            |               |               |
|          | Total Hours                                                                                                                                        | 7            | 5     | 7       | 38      | 76       | 25      | 8     | 55      | 4     | 11         | -        | -                | -               | -     | -     | 225          | -          | -             | -             |
|          | Total Labor                                                                                                                                        | \$1,421      | \$915 | \$1,281 | \$6,346 | \$12,160 | \$3,450 | \$752 | \$4,730 | \$436 | \$935      | -        | -                | -               | -     | -     | -            | \$32,426   | -             | -             |
|          | Total Expenses                                                                                                                                     | -            | -     | -       | -       | -        | -       | -     | -       | -     |            | \$2,900  | \$1,120          | \$54            | \$250 | \$0   | -            | -          | \$4,324       | -             |
|          | Total                                                                                                                                              | -            | -     | -       | -       | -        | -       | -     | -       | -     |            | -        | -                | -               | -     | -     | -            | -          | -             | \$36,750      |

August 18, 2020

Mr. Jacob Beedle  
Engineering Services Manager/City Engineer  
City of Arvada  
8101 Ralston Road  
Arvada, CO 80002

**RE: Change Request 2: Additional City requested Services**  
**West 72<sup>nd</sup> Avenue – Kipling Street to Simms Street**  
MEC Project No. 18-061.01

Dear Jacob:

This letter formalizes the City's request for Muller's assistance with additional tasks associated with the project as well as Muller's support during the pre-construction phase.

Specifically, this fee requests reflects work performed in areas outside of the original scope of work dated October 17, 2018 as described in the attachments.

### **Background**

During the course of the project the City has asked for additional work be added to the project. These requests spurred from design reviews, public meetings, bike and pedestrian re-envisioning within the City, additional requests from property owners and change in philosophy on ROW needs. Those requests resulted in changes to the design including:

- ✓ Redesigning of the project corridor to accommodate off-street bike lanes and pedestrian connectivity. This work modified all of the original design templates across the corridor from the original 30% design.
- ✓ Modification of the original design lane widths from 12' to 11' thru lanes.
- ✓ Modification of the original 30% design location of the WQ pond at the First United Church of Arvada. Due to feedback from the Church the design team shifted the pond location to the southern extents of the property, requiring additional survey, floodplain analysis and redesign of the parking lot and pond infrastructure.
- ✓ Additional design work on Oak Street due to feedback at the public meeting. This work requires a design of Oak Street to add a left turn lane into the Lincoln Academy school. As part of this work the design team had to obtain additional survey, ROW delineation, coordination with the School and the City on design variations, additional traffic counts and analysis, as well as added design reviews.
- ✓ Additional public coordination – due to the complex nature of the project and the feedback from the public meeting, the design team has worked with the City to develop a public outreach and pre-construction plan.
- ✓ Following the 30% design submittals the City made the decision to replace aging waterlines throughout the project corridor. The original design only replaced the waterlines within the underpass area, this change increases the waterline replacement by roughly two and a half times the original scoped limits.
- ✓ To support the utility relocations along the corridor, the City has requested that the design team survey and stake out the utility lines that are to be relocated along the project. This work will help



Mr. Jacob Beedle  
August 18, 2020  
Page 2

ensure that critical utilities are placed at the location the design team intends avoiding costly relocations during construction.

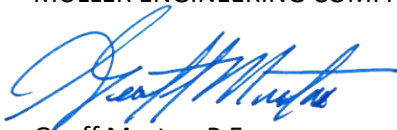
### **Scope of Services and Fee Adjustment**

Attachment 1 and 2 attached describe the Scope of Services as well as the fee for the work to be provided by the Muller design team.

In light of the circumstances outlined in the attached documents I am requesting compensation accordingly. The design team has proceeded in good faith throughout the duration of this project and I hope the Town will seriously consider this request. We appreciate the opportunity to assist you on this project. Please call me at (303) 988-4939 if you have any questions or need additional information.

Sincerely,

MULLER ENGINEERING COMPANY, INC.



Geoff Mestas, P.E.  
Project Manager

### **Attachments:**

1. Additional Services Scope of Work
2. Fee
3. Additional Survey Limits



## Scope of Services – Attachment 1

The following tasks will be performed.

### 1. City requested design Changes.

- a. Modify 30% design to shift bike lanes from on street to off (buffered bike lanes). These lanes will be included with the attached sidewalk.
  - i. Coordination with City staff on various options and layouts
  - ii. Coordination with City staff on ramp locations and intersection treatments.
  - iii. Revision to previous proposed ROW
  - iv. Review of impacts to traffic signals at Simms and Oak, including analysis of bike signal and ped ramps for shared bike and ped movements.
  - v. Revisions of plans and typical sections from 30% design.
  - vi. Aesthetic and Landscape Design - Aesthetic & Landscape Design is updated to include the following:
    1. Additional Irrigation Design for buffered bike lane landscaped areas will be provided Hines, Inc, who will be a sub-consultant to HDR.
    2. Additional Planting Design for buffered bike land landscaped areas.
    3. Additional Hardscape Design for noise mitigating structures along the project (assumed one treatment style will be used for the noise mitigating structures along the project). Revise 30% to increase ROW width from 90' to 110'
- b. Revise 30% (Oak to Kipling) design to adjust driving lane widths from 12' lanes to 11'
- c. WQ Pond at First United Church of Arvada and additional site layouts
  - i. HEC-Ras Modeling of the site to show a no rise
  - ii. Additional wetland and OHWM survey
  - iii. Additional topography needs
  - iv. Additional coordination with property owner
  - v. Revisions to parking lot design due to changes in footprint and owner feedback. We have assumed up to four (4) revisions to this property.
- d. Additional Oak Street Changes – following the public meeting the City received a lot of feedback about traffic on Oak Street going into the Lincoln Academy School. The City requested the design team performed additional traffic analysis to investigate the problem. Following this task the City requested that we make improvements to address the traffic issue at this location. Below are additional tasks associated with this work.
  - i. Traffic analysis on Oak at the entrance to Lincoln Academy
    1. Additional traffic counts
    2. Traffic analysis of traffic counts and feasibility of auxiliary lane analysis
  - ii. Create conceptual layouts (assume two) for the additional work along Oak street. One option to keep the current access location and other to shift the access south to align with Parfet Street
  - iii. Additional potholing needs
  - iv. Additional survey needs for the new project limits
  - v. Add additional sheets to the plan set to show the additional project work.

1. Signing and striping sheet
  2. Roadway plan
  3. Roadway profile
  4. SWMP
  5. Drainage plans and profiles
  6. Utility sheets
- vi. Additional coordination with Lincoln Academy on these changes. This work does not include improvements inside Lincoln Academy's property.
- e. Additional public involvement – this task is based on conversations and meetings attended with Rachael Kuroiwa, Derek Webb and Ben Irwin with the City of Arvada. The work will include those meetings as well as additional items detailed below.
- i. Coordination and design support for fencing and wall adjustments based on public feedback. (Muller)
  - ii. Preparation of one (1) Right of Way brochure (HDR)
  - iii. Additional Ownership coordination
    1. Preparation of Landowner specific maps for the City's use in landowner right-of-way discussions (Muller)
    2. ROW/Easement field staking (Muller/HKS)
  - iv. Provide support to the City to update traditional and social media platforms throughout the project, including, Speak Up Arvada, Social Media, the project website and media requests/relations. Maintenance of traditional and social media platforms noted above are assumed to be by others. (HDR)
    1. Preparation of one (1) project "fact sheet".
- f. Additional Waterline Design
- i. Adjust 30% (Oak to Kipling) design to shift waterline alignment out of roadway so that future access to the waterline would not require the roadway to be closed.
  - ii. Replace waterlines between Oak Street and Swadley Court. Due to the age and material of the existing waterline under 72<sup>nd</sup> in this area the City has requested that this line be replaced. This task includes the design of that stretch of waterline.
  - iii. Additional potholing
- g. Alternative pavement design – the City requested that the design team analyze alternative pavement designs including concrete pavement for the project.

2. Additional Project Needs

- a. Additional Drilling (Shannon and Wilson) – this task is related to additional work needed during the geotechnical investigation work. Below is a description of this issues encountered and why we are seeking additional funds for this work.
  - i. Pumping test water disposal - The analytical testing we did at the time of the pumping testing indicated elevated levels of trace metals. Ultimately, the water could not be discharged into the City's storm sewer as was assumed in the original estimate for this work. Water had to be containerized and sent offsite for disposal.
  - ii. Two separate snow events required multiple efforts to re-locate and clear utilities
  - iii. Additional laboratory testing based on the progression of the project since budgeting the work
  - iv. Difficulties with drilling and handling the saturated, clay (mud-like) cuttings encountered in borings SW-117 through SW-121. As part of this work we had to utilize a vacuum truck, several 55 gallon drums, and a significant amount of labor to clean up the sites prior to opening the roadway. This work required additional time on site (2 additional days). The original cost of this work was based on our subsurface explorations on drilling conditions encountered in our 2014 program. In those explorations, we were able to drill the borings without the use of a vacuum truck for cleaning the roads prior to opening the roads to live traffic. This experience was a basis for providing the costs and hours on the original scope. Unfortunately, those same methods did not work with this latest effort. Some of these costs were not passed onto the City, however, we feel that the project team operated in good faith to gather the data needed for the project. Due to extenuating circumstances, which were completely unforeseen, we are seeking additional funds for this work.
- b. Additional survey needs (HKS) – this task is related to additional survey needs as part of the project. Due to the evolution of the design there are some additional needs for surveying to tie in the design to existing conditions. This task is for the additional survey acquisition and integration into the project files. Those areas are shown in Exhibit A.
- c. Additional potholing needs (Goodbee) – this task is related to differing potholing costs incurred due to changing potholers. Our original sub-contractor would not honor their 2018 price for potholing on the project. Goodbee and associates had to contract with a new potholer to get this work done and the result was an increase for this work.

## **Assumptions & Exclusions**

Muller's proposed scope of services and fee is based on the following assumptions and exclusions. Should any of these turn out to be inconsistent with the ultimate project requirements, additional fees will be required.

The following items are not included in this Scope of Services.

- a. Hydrologic analysis of existing springs and wells
- b. Environmental research related to existing springs and wells
- c. Lincoln Academy internal parking and circulation design
- d. Design and coordination support for contested PUC applications
- e. Court and hearing time with the PUC application
- f. It is assumed SEMA (the selected CMGC contractor) will remain the contractor throughout the project
- g. Profiling of any private utilities
- h. It is assumed Ulteig, who was hired as the City's project representative, will remain the City's project representative throughout the project
- i. Design prepared to date will be subject to one (1) Value Engineering review by SEMA and Ulteig prior to the 30% design levels on bridge and structure items.
- j. It is assumed The UP review process will continue on from the current status to 30%, 90% and 100% submittals. Resubmission of 10% (concept) and/or 25% field meetings (formally referred to as a diagnostic meeting) are not included in this scope of work.
- k. We have not included pricing for a 60% submittal, if that is required it will be at an additional fee.
- l. This work does not include any structural design needed for walls at the Grange, Lincoln Academy, or structural support for designing of fencing caissons or other structures associated with the noise fences along the project. Those fences and walls are assumed to be redi-rock products and the final design will be performed by the contractors wall sub.
- m. Muller and HDR will assume that RFI/submittals related to similar items across multiple construction packages will be reused to reduce the efforts on these tasks. If the actual work needed during construction exceeds the assumed increase in this scope and fee then the project team will work with the City to adjust our efforts or increase the fee to handle those needs.

Muller will continue to invoice in accordance with the original contract for West 72nd Avenue Between Kipling Street and Simms Street with the following modifications:

Billed hourly rates will be adjusted throughout the contract performance period to reflect updates to direct hourly wages and overhead.

Should the scope of work required to complete the project exceed that listed in the attached fee (due to schedule changes, client requests, complexity or general evolution of the project, review agency requirements, etc.) Muller will inform you of the scope change and required fee adjustment so a contract amendment can be prepared.





PROJECT FEE ESTIMATING SHEET



CLIENT: City of Arvada

PROJECT: West 72nd Avenue – Kipling Street to Simms Street Project NO. 18-ST-30 Attachment 2

Change Request 2: Construction Manager General Contractor (CMGC) Support and Additional Services

Prepared by: GCM  
Checked by: BJF



Proposal No. 918.43  
Date 08/18/2020  
Proposed Total Fee \$317,658

SAH MDC GCM JDH JLV ACF SNB DKH MAS RML AL2 SAD MLS MLM

| Task No. | Task Description                            | TIME (HOURS)            |                        |                       |                       |                       |                        |                         |                       |               |                      |                      |                |                |                    | EXPENSES |                  |                     |                    |         |                 |       |       | TOTALS       |            |               |               |
|----------|---------------------------------------------|-------------------------|------------------------|-----------------------|-----------------------|-----------------------|------------------------|-------------------------|-----------------------|---------------|----------------------|----------------------|----------------|----------------|--------------------|----------|------------------|---------------------|--------------------|---------|-----------------|-------|-------|--------------|------------|---------------|---------------|
|          |                                             | PM 7 Utilities<br>\$181 | PM 6 Drainage<br>\$166 | PM 6 Roadway<br>\$166 | PE 6 Traffic<br>\$166 | PE 5 Roadway<br>\$142 | PE 4 Drainage<br>\$142 | PE 4 Utilities<br>\$133 | PE 4 Roadway<br>\$133 | DE 2<br>\$110 | DE 1 Roadway<br>\$99 | DE 1 Traffic<br>\$99 | CADD 3<br>\$99 | ADMIN<br>\$116 | PROJ COORD<br>\$92 | HDR      | Shannon & Wilson | Harris Kocher Smith | Goodbee and Assoc. | IDAX    | Travel/ Mileage | Repro | Misc. | Time (Hours) | Labor (\$) | Expenses (\$) | Subtotal (\$) |
|          |                                             |                         |                        |                       |                       |                       |                        |                         |                       |               |                      |                      |                |                |                    |          |                  |                     |                    |         |                 |       |       |              |            |               |               |
| 1        | City requested design Changes               |                         |                        |                       |                       |                       |                        |                         |                       |               |                      |                      |                |                |                    |          |                  |                     |                    |         |                 |       |       |              |            |               |               |
| 1.a      | Modify 30% design for buffered bike lanes   |                         |                        | 20                    | 20                    |                       |                        | 40                      |                       | 35            | 25                   | 55                   |                |                | \$15,000           |          |                  | \$1,200             |                    | \$15    |                 |       | 215   | \$26,185     | \$16,215   | \$42,400      |               |
| 1.b      | Adjust lane widths                          |                         |                        | 2                     |                       |                       |                        | 15                      |                       | 10            |                      | 10                   |                |                |                    |          |                  |                     |                    | \$15    | \$50            |       | 37    | \$4,307      | \$65       | \$4,372       |               |
| 1.c      | WQ pond at Chuch and additional site design |                         | 15                     | 15                    |                       | 20                    | 5                      |                         | 15                    | 35            | 25                   | 40                   |                |                | \$3,000            |          | \$5,500          | \$1,100             |                    | \$30    | \$50            |       | 170   | \$20,810     | \$9,680    | \$30,490      |               |
| 1.d      | Additional Oak Street design                |                         | 20                     | 55                    | 50                    | 55                    |                        |                         | 25                    | 50            | 80                   | 90                   |                |                |                    |          | \$4,500          | \$2,000             | \$1,050            | \$30    | \$100           |       | 425   | \$54,215     | \$7,680    | \$61,895      |               |
| 1.e      | Additional public involvement               |                         |                        | 40                    |                       | 15                    |                        |                         | 20                    | 30            | 40                   | 65                   |                |                | \$26,000           |          | \$9,000          |                     |                    | \$30    | \$100           |       | 210   | \$25,125     | \$35,130   | \$60,255      |               |
| 1.f      | Additional waterline design                 | 65                      |                        | 20                    |                       | 10                    |                        | 300                     |                       | 5             |                      | 150                  |                |                |                    |          |                  | \$1,100             |                    |         |                 |       | 550   | \$71,805     | \$1,100    | \$72,905      |               |
| 1.g      | Alternative pavement designs                |                         |                        |                       |                       |                       |                        |                         |                       |               |                      |                      |                |                |                    | \$2,050  |                  |                     |                    |         |                 |       | 0     | \$0          | \$2,050    | \$2,050       |               |
| 2        | Additional project needs                    |                         |                        |                       |                       |                       |                        |                         |                       |               |                      |                      |                |                |                    |          |                  |                     |                    |         |                 |       |       |              |            |               |               |
| 2.a      | Additional drilling efforts                 |                         |                        |                       |                       |                       |                        |                         |                       |               |                      |                      |                |                |                    | \$16,000 |                  |                     |                    |         |                 |       | 0     | \$0          | \$16,000   | \$16,000      |               |
| 2.b      | Additional survey needs                     |                         |                        |                       |                       |                       |                        |                         | 2                     |               | 5                    |                      | 20             |                |                    |          | \$14,050         | \$2,000             |                    |         |                 |       | 27    | \$2,741      | \$16,050   | \$18,791      |               |
| 2.3      | Additional potholing needs                  |                         |                        |                       |                       |                       |                        |                         |                       |               |                      |                      |                |                |                    |          |                  | \$8,500             |                    |         |                 |       | 0     | \$0          | \$8,500    | \$8,500       |               |
|          | Total Hours                                 | 65                      | 35                     | 152                   | 70                    | 120                   | 5                      | 300                     | 117                   | 120           | 195                  | 25                   | 430            | 0              | 0                  | -        | -                | -                   | -                  | -       | -               | -     | 1634  | -            | -          | -             |               |
|          | Total Labor                                 | \$11,765                | \$5,810                | \$25,232              | \$11,620              | \$17,040              | \$710                  | \$39,900                | \$15,561              | \$13,200      | \$19,305             | \$2,475              | \$42,570       | \$0            | \$0                | -        | -                | -                   | -                  | -       | -               | -     | -     | \$205,188    | -          | -             |               |
|          | Total Expenses                              | -                       | -                      | -                     | -                     | -                     | -                      | -                       | -                     | -             | -                    | -                    | -              | -              | -                  | \$44,000 | \$18,050         | \$33,050            | \$15,900           | \$1,050 | \$120           | \$300 | \$0   | -            | -          | \$112,470     |               |
|          | Total                                       | -                       | -                      | -                     | -                     | -                     | -                      | -                       | -                     | -             | -                    | -                    | -              | -              | -                  | -        | -                | -                   | -                  | -       | -               | -     | -     | -            | -          | \$317,658     |               |

August 18, 2020

Mr. Jacob Beedle  
Engineering Services Manager/City Engineer  
City of Arvada  
8101 Ralston Road  
Arvada, CO 80002

**RE: Change Request 3: Construction Manager General Contractor (CMGC) Support**  
**West 72<sup>nd</sup> Avenue – Kipling Street to Simms Street**  
MEC Project No. 18-061.01

Dear Jacob:

This letter formalizes the City's request for Muller's assistance with additional tasks associated with the project as well as Muller's support during the pre-construction phase with the CMGC contractor. Specifically, this fee requests reflects work performed in areas outside of the original scope of work dated October 17, 2018 as described in the attachments.

### **Background**

The original intent of the project was a design build delivery method, where the design team finishes the design and submits to the City for advertisement. During the design kick off meeting with the City in 2019 the City requested that the project team look into alternative delivery methods due to the complexity of the project. They City ultimately landed on a Construction Manager/General Contractor delivery method, due to its flexibility to involve a contractor during design, but also bid the project if negotiations do not result in a contract for the construction work. As part of this delivery method the design team incurred additional scope that was not part of the original contract. The additional work is described in detail in attachment 1 Scope of Services, but it includes:

- ✓ Additional project coordination and support
- ✓ Value engineering and design modifications for project cost and schedule savings analysis
- ✓ Multiple construction packages – these additional construction packages were identified by the CMGC team as places that construction could be advanced without railroad involvement to keep the project moving forward.
- ✓ To support the utility relocations along the corridor, the City has requested that the design team survey and stake out the utility lines that are to be relocated along the project. This work will help ensure that critical utilities are placed at the location the design team intends avoiding costly relocations during construction.

### **Scope of Services and Fee Adjustment**

Attachment 1 and 2 attached describe the Scope of Services as well as the fee for the work to be provided by the Muller design team.

In light of the circumstances outlined in the attached documents I am requesting compensation accordingly. The design team has proceeded in good faith throughout the duration of this project and I hope the Town will seriously consider this request. We appreciate the opportunity to assist you on this project. Please call me at (303) 988-4939 if you have any questions or need additional information.

Sincerely,

MULLER ENGINEERING COMPANY, INC.



Geoff Mestas, P.E.  
Project Manager

Attachments:

1. Additional Services Scope of Work
2. Fee

## Scope of Services – Attachment 1

The following tasks will be performed.

### 1. Additional project support for CMGC delivery method

#### a. CMGC project coordination

- i. CMGC Project kickoff meeting/workshop – Attend one CMGC kick off meeting attended with project team (Muller, HDR, Goodbee, Shannon & Wilson, HC Peck). Meeting minutes will be stored in the team OneNote.
- ii. Weekly project team meetings/design team meetings – Assume weekly meetings from January 2020 to December 2020 (50 meetings). Below is a breakdown of attendees for each meeting. This work includes the meeting as well as preparation for each meeting. Meeting minutes will be stored in the team OneNote.
  1. Muller – Project PM, project engineer, drainage engineer (1/2 time) and project admin
  2. Assumed HDR, Shannon & Wilson, Goodbee and Associates, and HC Peck will be in attendance
- iii. Weekly utility meetings – Assume weekly meetings from April 2020 to December 2020 (40 meetings). Below is a breakdown of attendees for each meeting. This work includes the meeting as well as preparation for each meeting. Meeting minutes will be stored in the team OneNote.
  1. Muller – Project PM
  2. Goodbee and Associates – Project PM
- iv. Weekly City coordination meetings – Assume weekly meetings from March 2020 to December 2020 (44 meetings). These meetings will be between Muller's project PM and the City of Arvada's project PM only.
- v. Scheduling meetings with City and SEMA
  1. Assume up to ten (10) one (1) hour meetings with Muller (project PM) and SEMA and/or City staff.
- vi. Value Engineering (VE) Workshops – Assume up to two (2) workshops are needed. This work includes the meeting as well as preparation and follow up. Below is a breakdown of attendees for each meeting. Meeting minutes will be stored in the team OneNote.
  1. Muller – Project PM and project engineer
  2. HDR – Project PM, RR PE, Bridge PE

#### b. Project Management

This task includes work from Muller and it's sub-consultants to continue management of the project with the added duration due to the CMGC process.

- i. Manage schedule and project budget for an additional 12 months of project duration.
- ii. Provide monthly project updates and project invoicing for an additional 12 months of project duration.
- iii. File management
  1. Projectwise integration for the project team, including two passes for the City. This will allow the project team to have a central document control location as detailed in the CMGC Services SOQ.



c. Repackaging

- i. Due to the phasing approach detailed by SEMA the project will be split into three construction packages with a fourth package for material procurement only. Below are the plan packages that are assumed for the project. Additional project phasing will be required as part of this work and is included in this task.
  - 1. Early Utility Relocation Construction Package
  - 2. Material Procurement – UPRR Steel Construction Package
  - 3. Swadley Court to Oak Street Construction Package
  - 4. Oak Street to Kipling Street Construction Package

d. Design support for CMGC phase – this task will include the work required to address VE changes discussed during the VE workshops. There is currently a scoped item for VE work at the Lincoln parcel, the hours and the fee associated with this task will be in addition to this original task.

- i. W. 70<sup>th</sup> drive drainage changes. The project team will vet through an option to drain the north offsite basins between the RR tracks and Lee Court south to connect to the existing storm system on W. 70<sup>th</sup> Drive
- ii. Analyze the dual storm sewer systems. Based on the VE workshop the project team will look at an alternative to remove the off-site drainage system
- iii. Additional storm sewer to Lee Court. Currently the Kipling Commons Apartments, as well as the roadway drainage between Lee Court and Kipling Street, drain into the irrigation system. It was agreed by the City that we will pick this water up and route it through our new storm sewer.
- iv. Final design for revised WQ pond location and Irrigation pond at Lincoln Academy..
  - 1. This work will include the final design tasks associated with this pond location as well as coordination with Lincoln Academy to establish the design and location.
- v. Structures Design is updated to include the following:
  - 1. Update the existing 30% plans based on Value Engineering from SEMA and Ulteig. This includes widening the bridge from 38' to 52'
  - 2. Update Geotechnical report for modified design.
- vi. Track Design is updated to include the following:
  - 1. Update the existing 30% plans based on Value Engineering from SEMA and Ulteig.
  - 2. Provide coordination with the UP for the utility crossing permit applications for proposed utilities crossing the UP right of way. This work includes review of utility plan exhibits (plans/exhibits prepared by others), coordination with the UP, and coordination of responses to UP review comments of the utility permit applications. It is assumed that HDR will support up to five (5) UP utility crossing permits. Additionally, it is assumed that permit application fees and licensing agreement fees associated with the utility crossing permits will be paid by the City of Arvada or others.

2. Additional Project Needs

- a. Additional legal exhibits and Descriptions - Project originally assumed 89 legal descriptions and exhibits. This task will add an additional 15 legal descriptions and exhibits to address the projects final needs.
- b. Utility Staking – this task includes staking proposed utilities for private and City owned facilities prior to construction to ensure that they are placed in the correct location.
- c. Coordination support with spring owners – This task includes meetings and support services from Muller and Shannon and Wilson to meet with, discuss and understand the functions of the existing springs that are active south of the project site. It will include up to 4 meetings with the City and 2 meetings with the property owner. This task will also include review of existing water rights documents that were supplied by the City as well as support and responses for CORA requests from the homeowner. This task does not include any legal document support for litigation with the home owner, water rights engineering, well design, piezometer testing, groundwater wells, or any final design for mitigating structures to provide water back to the Mathis property at 7050 Newcombe Street, Arvada CO 80004 that may or may not have been disrupted as part of this project. Support for these tasks will be negotiated with the City with additional fee.
- d. Additional groundwater and analytical testing (Shannon and Wilson) - Based on discussions with the CMGC team, we understand there is a desire to excavate a test pit in the City of Arvada property located northwest of the proposed UP Bridge structure to observe groundwater flow behavior in the excavation. In addition, Shannon & Wilson was asked to sample both the groundwater and excavated soil for analytical testing. Shannon & Wilson proposes to perform additional analytical groundwater sampling of the test pit and from a downstream spring source to evaluate if they are hydraulically connected by comparing the water chemistry. This task will include the following work:
  - i. Utility notification through the Utility Notification Center of Colorado (UNCC) at the test pit excavation site
  - ii. Observe and log test pit excavation,
  - iii. Video log the test pit excavation, including groundwater flow behavior
  - iv. Groundwater and soil sampling and analytical testing
  - v. Groundwater quality ‘finger print’ analysis of samples from the test pit and downstream spring; results will be presented in a letter report,
  - vi. Preparation of separate geotechnical letter report providing the soil and groundwater analytical testing data and discussing potential soil disposal, and Incorporation of the explorations into the existing geotechnical design report.

**Groundwater Sampling and Analytical Testing:**

On completion of the test pit excavation, we propose to collect a grab sample of groundwater for analytical testing. The purpose for the sampling is to analyze the groundwater that may be encountered during construction of the project. The sample will be collected shortly after excavation is completed and the test pit is filling with groundwater. This sample will be collected to simulate conditions from contractor dewatering with a trash pump for dewatering.

The proposed suite of analytical testing is based on the Colorado Department of Public Health & Environment (CDPHE) discharge permit requirements as specified in permit no. COG317000; for general discharge from short term (<2 years) construction. Each of the samples will be analyzed for the following testing requirements for discharge effluent:

- Dissolved Metals; Iron, Manganese, and Chromium (Hexavalent)
- Potentially Dissolved Metals; Arsenic, Cadmium, Chromium, Copper, Lead, Manganese, Nickel, Selenium Silver, Thallium, Uranium, Zinc, and Chromium (Trivalent & Hexavalent)

Groundwater analytical testing was completed in 2019 for this project and included volatile organic compounds (VOCs) and semi-volatile organic compounds (SVOCs) in addition to the metals listed above, as identified in the discharge permit. However, based on the 2019 analytical results of the VOC and SVOC testing, in our opinion, testing for these additional analytes is not required at this time.

#### **Soil Sampling and Analytical Testing:**

For disposal characterization purposes of materials generated during construction of the project and to identify the potential presence of contamination, we will collect three soil samples from the test pit. One composite soil sample and two discrete grab soil samples collected in the shallow subsurface and at the soil water interface. The composite and grab samples will be collected during excavation activities by a Shannon & Wilson field engineer.

The composite soil sample will be collected from soils generated during the excavation and analyzed for the following suite:

- RCRA 8 Metals (Arsenic, Barium, Cadmium, Chromium, Lead, Mercury, Selenium and Silver) plus Manganese Gasoline-, Diesel-, and Oil-Range Total Petroleum Hydrocarbons

The first discrete grab soil sample will be collected within the shallow subsurface soils of the test pit, approximately 6 inches to a 1 foot, and analyzed for the following:

- Polycyclic aromatic hydrocarbons

The second discrete grab soil sample will be collected at the soil/water interface within of the test pit and analyzed for the following:

- VOCs

The soil analytical results of the testing completed for this project is only representative for disposal purposes of the soils in the test pit and immediate surrounding area. These analytical results should not be used to assist in disposal of soils generated in other parts of the project. Additional testing will likely be required to assist with disposal of soils generated from the adjacent rail corridor as different conditions may be present.

#### **Groundwater Fingerprint Analysis:**

To analyze if up-gradient water at the project site is hydraulically connected to the down-gradient spring water, we recommend completing a water quality 'fingerprint' analysis of both sources and comparing the analytical results.

We will collect a grab sample of groundwater in the test pit approximately 24 hours after the excavation is complete and the sediment and groundwater has been allowed to settle with minimal disturbance. This would involve leaving the excavation open for a day and installing a temporary fence around the excavation. We will also collect a grab sample of water from the down-gradient spring. We propose the following water quality testing suite:

- Nitrate
- Nitrite
- Sulfate
- Hardness
- Total Organic Carbon (TOC)
- Turbidity
- pH
- Total Dissolved Solids (TDS)
- Priority Pollutant Metals (Sb, As, Be, Cd, Cr, Cu, Pb, Hg, Ni, Se, Ag, Tl, and Zn)

Upon receipt of the analytical results we will review and compare both sets of results and prepare a letter report documenting the findings.



## **Assumptions & Exclusions**

Muller's proposed scope of services and fee is based on the following assumptions and exclusions. Should any of these turn out to be inconsistent with the ultimate project requirements, additional fees will be required.

The following items are not included in this Scope of Services.

- a. Hydrologic analysis of existing springs and wells
- b. Environmental research related to existing springs and wells
- c. Lincoln Academy internal parking and circulation design
- d. Design and coordination support for contested PUC applications
- e. Court and hearing time with the PUC application
- f. It is assumed SEMA (the selected CMGC contractor) will remain the contractor throughout the project
- g. Profiling of any private utilities
- h. It is assumed Ulteig, who was hired as the City's project representative, will remain the City's project representative throughout the project
- i. Design prepared to date will be subject to one (1) Value Engineering review by SEMA and Ulteig prior to the 30% design levels on bridge and structure items.
- j. It is assumed The UP review process will continue on from the current status to 30%, 90% and 100% submittals. Resubmission of 10% (concept) and/or 25% field meetings (formally referred to as a diagnostic meeting) are not included in this scope of work.
- k. We have not included pricing for a 60% submittal, if that is required it will be at an additional fee.
- l. This work does not include any structural design needed for walls at the Grange, Lincoln Academy, or structural support for designing of fencing caissons or other structures associated with the noise fences along the project. Those fences and walls are assumed to be redi-rock products and the final design will be performed by the contractors wall sub.
- m. Muller and HDR will assume that RFI/submittals related to similar items across multiple construction packages will be reused to reduce the efforts on these tasks. If the actual work needed during construction exceeds the assumed increase in this scope and fee then the project team will work with the City to adjust our efforts or increase the fee to handle those needs.
- n. For task 3d. the following are assumed:
  - i. The excavator and security fencing will be provided by others.
  - ii. Erecting temporary fencing around the test pit will be acceptable to leave unattended overnight.
  - iii. All borings are anticipated to be on the City of Arvada right of way.
  - iv. Damage to City of Arvada lawn (including ruts caused form excavation equipment) will be repaired by others.
  - v. Excess soil excavated will be piled on to the backfilled test pit.

Mr. Jacob Beedle

August 18, 2020

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- vi. For both the finger print analysis and soil disposal, we included up to 20 hours engineering analysis for analytical test results review, characterization, and preparation of a geotechnical letter.

Muller will continue to invoice in accordance with the original contract for West 72nd Avenue Between Kipling Street and Simms Street with the following modifications:

Billed hourly rates will be adjusted throughout the contract performance period to reflect updates to direct hourly wages and overhead.

Should the scope of work required to complete the project exceed that listed in the attached fee (due to schedule changes, client requests, complexity or general evolution of the project, review agency requirements, etc.) Muller will inform you of the scope change and required fee adjustment so a contract amendment can be prepared.





CLIENT: City of Arvada

PROJECT: West 72nd Avenue – Kipling Street to Simms Street Project NO. 18-ST-30 Attachment 2  
Change Request 3: Construction Manager General Contractor (CMGC) Support and Additional Services

PROJECT FEE ESTIMATING SHEET

Prepared by: GCM  
Checked by: BJF



Proposal No. 918.43  
Date 08/18/2020  
Proposed Total Fee \$532,072

SAH MDC GCM JDH JLV ACF SNB DKH MAS RML AL2 SAD MLS MLM

| Task No. | Task Description                                                | TIME (HOURS)               |                           |                          |                          |                          |                           |                            |                          |               |                         |                         |                |                |                       | EXPENSES  |                     |                           |                       |       |                    |       |       | TOTALS          |            |               |               |
|----------|-----------------------------------------------------------------|----------------------------|---------------------------|--------------------------|--------------------------|--------------------------|---------------------------|----------------------------|--------------------------|---------------|-------------------------|-------------------------|----------------|----------------|-----------------------|-----------|---------------------|---------------------------|-----------------------|-------|--------------------|-------|-------|-----------------|------------|---------------|---------------|
|          |                                                                 | PM 7<br>Utilities<br>\$181 | PM 6<br>Drainage<br>\$166 | PM 6<br>Roadway<br>\$166 | PE 6<br>Traffic<br>\$166 | PE 5<br>Roadway<br>\$142 | PE 4<br>Drainage<br>\$142 | PE 4<br>Utilities<br>\$133 | PE 4<br>Roadway<br>\$133 | DE 2<br>\$110 | DE 1<br>Roadway<br>\$99 | DE 1<br>Traffic<br>\$99 | CADD 3<br>\$99 | ADMIN<br>\$116 | PROJ<br>COORD<br>\$92 | HDR       | Shannon &<br>Wilson | Harris<br>Kocher<br>Smith | Goodbee<br>and Assoc. | IDAX  | Travel/<br>Mileage | Repro | Misc. | Time<br>(Hours) | Labor (\$) | Expenses (\$) | Subtotal (\$) |
|          |                                                                 |                            |                           |                          |                          |                          |                           |                            |                          |               |                         |                         |                |                |                       |           |                     |                           |                       |       |                    |       |       |                 |            |               |               |
| 1        | Additional project support for CMGC delivery method             |                            |                           |                          |                          |                          |                           |                            |                          |               |                         |                         |                |                |                       |           |                     |                           |                       |       |                    |       |       |                 |            |               |               |
| 1.a      | CMGC project coordination                                       |                            |                           |                          |                          |                          |                           |                            |                          |               |                         |                         |                |                |                       |           |                     |                           |                       |       |                    |       |       |                 |            |               |               |
| 1.a.i    | Project kickoff meeting                                         |                            | 2                         | 6                        |                          |                          |                           |                            | 6                        |               |                         |                         | 2              |                |                       | \$1,100   | \$750               |                           | \$500                 |       | \$20               |       |       | 16              | \$2,324    | \$2,370       | \$4,694       |
| 1.a.ii   | Weekly design team meetings                                     |                            | 63                        | 200                      |                          |                          |                           |                            | 150                      | 200           |                         |                         | 50             |                |                       | \$66,900  | \$12,900            |                           | \$7,000               |       | \$350              | \$100 |       | 663             | \$90,558   | \$87,250      | \$177,808     |
| 1.a.iii  | Weekly utility meetings                                         |                            |                           | 40                       |                          |                          |                           |                            |                          |               |                         |                         |                |                |                       |           |                     |                           | \$4,200               |       | \$200              |       |       | 40              | \$6,640    | \$4,400       | \$11,040      |
| 1.a.iv   | Weekly City coordination meetings                               |                            |                           | 40                       |                          |                          |                           |                            |                          |               |                         |                         |                |                |                       |           |                     |                           |                       | \$200 |                    |       |       | 40              | \$6,640    | \$200         | \$6,840       |
| 1.a.v    | Scheduling Meetings                                             |                            |                           | 10                       |                          |                          |                           |                            |                          |               |                         |                         |                |                |                       |           |                     |                           |                       |       |                    |       |       | 10              | \$1,660    | \$0           | \$1,660       |
| 1.a.iv   | VE Workshops                                                    |                            |                           | 20                       |                          |                          |                           |                            | 20                       |               |                         |                         |                |                |                       | \$1,500   |                     |                           |                       |       | \$30               | \$100 |       | 40              | \$5,980    | \$1,630       | \$7,610       |
| 1.b      | Project Management                                              |                            |                           |                          |                          |                          |                           |                            |                          |               |                         |                         |                |                |                       |           |                     |                           |                       |       |                    |       |       |                 |            |               |               |
| 1.b.i    | Additional project duration                                     |                            |                           | 20                       |                          |                          |                           |                            |                          |               |                         |                         |                |                | 5                     | \$1,100   | \$3,000             |                           | \$1,100               |       |                    | \$25  |       | 25              | \$3,780    | \$5,225       | \$9,005       |
| 1.b.ii   | Additional project duration admin                               |                            |                           |                          |                          |                          |                           |                            |                          |               |                         |                         |                | 25             | 5                     | \$1,500   |                     |                           | \$500                 |       | \$50               |       |       | 30              | \$3,360    | \$2,050       | \$5,410       |
| 1.b.iii  | File management                                                 |                            |                           | 10                       |                          |                          |                           |                            | 25                       | 70            |                         |                         | 90             |                |                       |           |                     |                           |                       |       |                    | \$137 |       | 195             | \$21,595   | \$137         | \$21,732      |
| 1.c      | Repackaging                                                     |                            |                           | 15                       | 10                       | 50                       |                           |                            | 50                       | 50            | 50                      |                         | 100            |                |                       | \$49,000  | \$3,000             |                           | \$16,500              |       |                    | \$50  |       | 325             | \$38,250   | \$68,550      | \$106,800     |
| 1.d      | Design support for CMGC phase                                   |                            | 50                        | 45                       | 10                       | 70                       |                           |                            | 50                       | 80            | 80                      | 20                      | 150            |                |                       | \$93,000  | \$8,300             |                           |                       |       |                    |       |       | 555             | \$67,570   | \$101,300     | \$168,870     |
| 1.e      | Additional construction support                                 |                            |                           |                          |                          |                          |                           |                            |                          |               |                         |                         |                |                |                       |           |                     |                           |                       |       |                    |       |       | 0               | \$0        | \$0           | \$0           |
|          | Credit based on remaining balance from original scope Task 4.13 |                            |                           |                          |                          |                          |                           |                            |                          |               |                         |                         |                |                |                       |           |                     |                           |                       |       |                    |       |       | 0               | \$0        | \$0           | -\$15,134     |
|          | Credit based on remaining balance from original scope Task 5    |                            |                           |                          |                          |                          |                           |                            |                          |               |                         |                         |                |                |                       |           |                     |                           |                       |       |                    |       |       | 0               | \$0        | \$0           | -\$36,000     |
| 2        | Additional project needs                                        |                            |                           |                          |                          |                          |                           |                            |                          |               |                         |                         |                |                |                       |           |                     |                           |                       |       |                    |       |       |                 |            |               |               |
| 2.a      | Additional legal exhibits                                       |                            |                           | 5                        |                          | 5                        |                           |                            |                          |               | 5                       |                         |                |                |                       |           |                     | \$8,250                   |                       |       |                    |       |       | 15              | \$2,035    | \$8,250       | \$10,285      |
| 2.b      | Utility staking                                                 |                            |                           | 2                        |                          |                          |                           |                            | 5                        |               | 10                      |                         |                |                |                       |           |                     | \$12,500                  | \$1,500               |       | \$30               | \$100 |       | 17              | \$1,987    | \$14,130      | \$16,117      |
| 2.c      | Coordination support with spring owners                         |                            |                           | 20                       |                          | 15                       |                           |                            | 15                       | 15            |                         |                         | 15             |                |                       |           | \$8,000             |                           |                       |       |                    |       |       | 80              | \$10,580   | \$8,000       | \$18,580      |
| 2.d      | Additional groundwater and analytical testing                   |                            |                           | 4                        |                          |                          |                           |                            | 8                        |               |                         |                         |                |                |                       |           | \$15,000            |                           |                       |       | \$27               |       |       | 12              | \$1,728    | \$15,027      | \$16,755      |
|          | Total Hours                                                     | 0                          | 115                       | 437                      | 20                       | 140                      | 0                         | 0                          | 329                      | 415           | 145                     | 20                      | 407            | 25             | 10                    | -         | -                   | -                         | -                     | -     | -                  | -     | -     | 2053            | -          | -             | -             |
|          | Total Labor                                                     | \$0                        | \$19,090                  | \$72,542                 | \$3,320                  | \$19,880                 | \$0                       | \$0                        | \$43,757                 | \$45,650      | \$14,355                | \$1,980                 | \$40,293       | \$2,900        | \$920                 | -         | -                   | -                         | -                     | -     | -                  | -     | -     | -               | \$264,687  | -             | -             |
|          | Total Expenses                                                  | -                          | -                         | -                        | -                        | -                        | -                         | -                          | -                        | -             | -                       | -                       | -              | -              |                       | \$214,100 | \$50,950            | \$20,750                  | \$31,300              | \$0   | \$857              | \$425 | \$137 | -               | -          | \$318,519     | -             |
|          | Total                                                           | -                          | -                         | -                        | -                        | -                        | -                         | -                          | -                        | -             | -                       | -                       | -              | -              |                       | -         | -                   | -                         | -                     | -     | -                  | -     | -     | -               | -          | -             | \$532,072     |

December 27, 2020

Mr. Bill Cornelius, PE  
Civil Engineer III/Project Manager  
City of Arvada  
8101 Ralston Road  
Arvada, CO 80002

**RE: Change Request 3: Construction Manager General Contractor (CMGC) Support**  
**West 72<sup>nd</sup> Avenue – Kipling Street to Simms Street**  
MEC Project No. 18-061.01

Dear Bill:

This letter formalizes the City's request for Muller's assistance with additional tasks associated with the project as well as Muller's support during the pre-construction phase with the CMGC contractor. Specifically, this fee requests reflects work performed in areas outside of the original scope of work dated October 17, 2018 as described in the attachments.

### **Background**

The original intent of the project was a design build delivery method, where the design team finishes the design and submits to the City for advertisement. During the design kick off meeting with the City in 2019 the City requested that the project team look into alternative delivery methods due to the complexity of the project. They City ultimately landed on a Construction Manager/General Contractor delivery method, due to its flexibility to involve a contractor during design, but also bid the project if negotiations do not result in a contract for the construction work. As part of this delivery method, as well as the additional duration to the project, ongoing coordination with the railroad and changes that they have asked for, the design team incurred additional scope that was not part of the original contract. The additional work is described in detail in attachment 1 Scope of Services, but it includes:

- ✓ Additional project coordination and support
- ✓ Value engineering and design modifications for project cost and schedule savings analysis
- ✓ Multiple construction packages – these additional construction packages were identified by the CMGC team as places that construction could be advanced without railroad involvement to keep the project moving forward.
- ✓ To support the utility relocations along the corridor, the City has requested that the design team survey and stake out the utility lines that are to be relocated along the project. This work will help ensure that critical utilities are placed at the location the design team intends avoiding costly relocations during construction.
- ✓ Additional RR coordination to support the rejection of the underpass
- ✓ Additional PUC application
- ✓ Additional design support to address RR comments
- ✓ Additional public coordination
- ✓ Coordination and support with CORA requests and downstream irrigation and spring owners





Mr. Bill Cornelius, PE

December 27, 2020

Page 2

### **Scope of Services and Fee Adjustment**

Attachment 1 and 2 attached describe the Scope of Services as well as the fee for the work to be provided by the Muller design team.

In light of the circumstances outlined in the attached documents I am requesting compensation accordingly. The design team has proceeded in good faith throughout the duration of this project and I hope the City will approve this request. We appreciate the opportunity to assist you on this project. Please call me at (303) 988-4939 if you have any questions or need additional information.

Sincerely,

MULLER ENGINEERING COMPANY, INC.



Geoff Mestas, P.E.

Project Manager

Attachments:

1. Additional Services Scope of Work
2. Fee

## Scope of Services – Attachment 1

The following tasks will be performed.

### 1. Additional project support for CMGC delivery method

#### a. CMGC project coordination

- i. CMGC Project kickoff meeting/workshop – Attend one CMGC kick off meeting attended with project team (Muller, HDR, Goodbee, Shannon & Wilson, HC Peck). Meeting minutes will be stored in the team OneNote.
- ii. Weekly project team meetings/design team meetings – Assume weekly meetings from January 2020 to March 2021 (56 meetings). Below is a breakdown of attendees for each meeting. This work includes the meeting as well as preparation for each meeting. Meeting minutes will be stored in the team OneNote.
  1. Muller – Project PM, project engineer, drainage engineer (1/2 time) and project admin
  2. Assumed HDR, Shannon & Wilson, Goodbee and Associates, and HC Peck will be in attendance
- iii. Weekly utility meetings – Assume weekly meetings from April 2020 to December 2020 (40 meetings). Below is a breakdown of attendees for each meeting. This work includes the meeting as well as preparation for each meeting. Meeting minutes will be stored in the team OneNote.
  1. Muller – Project PM
  2. Goodbee and Associates – Project PM
- iv. Weekly City coordination meetings – Assume weekly meetings from March 2020 to December 2020 (44 meetings). These meetings will be between Muller's project PM and the City of Arvada's project PM only.
- v. Scheduling meetings with City and SEMA
  1. Assume up to ten (10) one (1) hour meetings with Muller (project PM) and SEMA and/or City staff.
- vi. Value Engineering (VE) Workshops – Assume up to two (2) workshops are needed. This work includes the meeting as well as preparation and follow up. Below is a breakdown of attendees for each meeting. Meeting minutes will be stored in the team OneNote.
  1. Muller – Project PM and project engineer
  2. HDR – Project PM, RR PE, Bridge PE

#### b. Project Management

This task includes work from Muller and it's sub-consultants to continue management of the project with the added duration due to the CMGC process.

- i. Manage schedule and project budget for an additional 18 months of project duration.
- ii. Provide monthly project updates and project invoicing for an additional 18 months of project duration.
- iii. File management
  1. Projectwise integration for the project team, including two passes for the City. This will allow the project team to have a central document control location as detailed in the CMGC Services SOQ.

c. Repackaging

- i. Due to the phasing approach detailed by SEMA the project will be split into three construction packages with a fourth package for material procurement only. Below are the plan packages that are assumed for the project. Additional project phasing will be required as part of this work and is included in this task.

- 1. Early Utility Relocation Construction Package
- 2. Material Procurement – UPRR Steel Construction Package
- 3. Swadley Court to Oak Street Construction Package
- 4. Oak Street to Kipling Street Construction Package

- d. Design support for CMGC phase – this task will include the work required to address VE changes discussed during the VE workshops. There is currently a scoped item for VE work at the Lincoln parcel, the hours and the fee associated with this task will be in addition to this original task.

- i. W. 70<sup>th</sup> drive drainage changes. The project team will vet through an option to drain the north offsite basins between the RR tracks and Lee Court south to connect to the existing storm system on W. 70<sup>th</sup> Drive
- ii. Analyze the dual storm sewer systems. Based on the VE workshop the project team will look at an alternative to remove the off-site drainage system
- iii. Additional storm sewer to Lee Court. Currently the Kipling Commons Apartments, as well as the roadway drainage between Lee Court and Kipling Street, drain into the irrigation system. It was agreed by the City that we will pick this water up and route it through our new storm sewer.
- iv. Additional WQ design support
  - 1. This work will include the final design tasks associated with this pond location as well as coordination with Lincoln Academy to establish the design and location.

- 2. Based on conversations with Sanda McDonald the design team will need to work on solutions to treat side street WQ.

v. Additional irrigation structural support

- 1. Due to the constrained space at the Botos parcel the design team will need to combine the irrigation structures and create custom irrigation structures to divert the flow

vi. Structures Design is updated to include the following:

- 1. Update the existing 30% plans based on Value Engineering from SEMA and Ulteig. This includes widening the bridge from 38' to 52'
- 2. Modify the abutment design based on conversations with SEMA drilling subs. This includes the reduction of two rows of 54" caissons. The result is a much more economical structure for the City
- 3. Modify the wall design fronting Parcel 31 (Blackbird Farms). The need for this is to reduce cost as well as to allow for a narrower corridor for the utilities.
- 4. Update Geotechnical report for modified design.

vii. Track Design is updated to include the following:

- 1. Update the existing 30% plans based on Value Engineering from SEMA and Ulteig.

2. Provide coordination with the UP for the utility crossing permit applications for proposed utilities crossing the UP right of way. This work includes review of utility plan exhibits (plans/exhibits prepared by others), coordination with the UP, and coordination of responses to UP review comments of the utility permit applications. It is assumed that HDR will support up to five (5) UP utility crossing permits. Additionally, it is assumed that permit application fees and licensing agreement fees associated with the utility crossing permits will be paid by the City of Arvada or others.

## 2. Additional Railroad Coordination and Design Changes

- a. Addressing RR Underpass Rejection – due to the RR rejection of the underpass the design team had to expel considerable efforts to get the RR back to the table. These efforts included:
  - i. Coordination:
    1. Meetings with City and executive staff to bring them up to speed on RR's stance.
    2. Prep meetings with the City in advance of RR coordination meetings
    3. Meetings with RR to address their concerns with underpass
    4. Meetings with the City to address comments from the RR
  - ii. Letter – this task includes the preparation and several rounds of iterations to address the underpass vs. overpass and get the RR onboard with further discussions.
  - iii. Overpass design – in order to address comments from the RR related to an overpass design, Muller had to create an alternate profile and memo to address why this option is not feasible from an engineering and economic standpoint for the City.
  - iv. Reviewing MOU drafts
  - v. Coordination of Quiet Zone with the FRA for the second
- b. Additional PUC application efforts – the project originally assumed one PUC application. Since the City needed to hire an attorney to submit a PUC application contested the design team had to perform additional tasks to support this effort. This task includes:
  - i. Coordination:
    1. Meetings with City and executive staff to address the application
    2. Meetings with the PUC to discuss the contested process
    3. Meetings with the City's legal team
    4. Development of a theoretical structure cost for the contested PUC application
  - ii. Whiteness testimonies – this work includes prep meetings with City staff as well as the testimonies, review and signatures
  - iii. Adjustments to the application – since this application has been pulled to work with the RR this application will need to be adjusted based on the final comments from the RR.
  - iv. Development of a theoretical structure cost for the contested PUC application
- c. Additional project duration and coordination with the RR
  - i. Due to the RR's stance on the underpass the project duration will need to be extended until the end of 2021 to work through the approvals and ultimate C&M



agreement. This will take additional coordination and billings not originally anticipated by the design team.

d. 30% RR comments on bridge and track design

i. Overpass design – in order to address comments from the RR related to an overpass design, Muller had to create an alternate profile and memo to address why this option is not feasible from an engineering and economic standpoint for the City.

ii. Based on comments in the MOU from the RR the design team will need to rework to the design to accommodate the UPRR's entire 125' right of way in the event of future expansion. This task shall include additional coordination with the City, the CMGC contractor and the RR to come up with a solution that will work for all parties and minimize impacts to the project's current design. In addition to coordination the design team will need to adjust the track design, the structure design thickness, and prepare memos and exhibits to support the RR's approval of our final design.

iii. Based on 30% comments from the RR the design team will need to rework the shoofly design to accommodate 60 MPH speeds

iv. Based on 30% comments from the RR the design team will need to rework the approach slab and shift the detour road north to accommodate this change.

v. Based on the 30% comments the design team will need to update the track survey within the shoofly limits. The original track survey was done in 2013 and the RR claims that this is too old and needs to be updated.

vi. Based on comments from the RR the design team will need to shift the locations of the City and private utilities north of the proposed abutment by 100'.

vii. Based on comments from the RR the design team will need to

3. Additional Project Needs

a. Additional legal exhibits and Descriptions - Project originally assumed 89 legal descriptions and exhibits. This task will add an additional 15 legal descriptions and exhibits to address the projects final needs.

b. Additional Public Open House – this task includes additional support needed by Muller to prepare, attend and address questions for the 2<sup>nd</sup> open house with the public.

c. Utility Staking – this task includes staking proposed utilities for private and City owned facilities prior to construction to ensure that they are placed in the correct location.

d. Coordination support with spring owners – This task includes meetings and support services from Muller and Shannon and Wilson to meet with, discuss and understand the functions of the existing springs that are active south of the project site. It will include up to 4 meetings with the City and 2 meetings with the property owner. This task will also include review of existing water rights documents that were supplied by the City as well as support and responses for CORA requests from the homeowner. This task does not include any legal document support for litigation with the home owner, water rights engineering, well design, piezometer testing, groundwater wells, or any final design for mitigating structures to provide water back to the Mathis property at 7050 Newcombe Street, Arvada CO 80004 that may or may not have been disrupted as part of this project. Support for these tasks will be negotiated with the City with additional fee.

e. Additional groundwater and analytical testing (Shannon and Wilson) - This task will include the following work:

**Groundwater Fingerprint Analysis:** To analyze if up-gradient water at the project site is hydraulically connected to the down-gradient spring water, we recommend completing a water quality ‘finger printing’ analysis of both sources and comparing the analytical results.

We will collect a grab sample of groundwater in the test pit approximately 24 hours after the excavation is complete and the sediment and groundwater has been allowed to settle with minimal disturbance. This would involve leaving the excavation open for a day and installing a temporary fence around the excavation. We will also collect a grab sample of water from the down-gradient spring. We propose the following water quality testing suite:

- Nitrate
- Nitrite
- Sulfate
- Hardness
- Total Organic Carbon (TOC)
- Turbidity
- pH
- Total Dissolved Solids (TDS)
- Priority Pollutant Metals (Sb, As, Be, Cd, Cr, Cu, Pb, Hg, Ni, Se, Ag, Tl, and Zn)

Upon receipt of the analytical results we will review and compare both sets of results and prepare a letter report documenting the findings.

4. Additional Project Needs

- a. Based on the 30% comments from the UP if we aren’t allowed to use our caisson wall as the bridge abutment then the design team will need to redesign the structure and pier.
  - i. Possible re-design of abutments and piers to utilize drilled caisson supported abutments/pier caps separate from caisson wall system
  - ii. This would lengthen the bridge span and require significant re-design of superstructure and track including a new analysis of the revised structure – possible impacts on structure depth and minimum vertical clearance need to be investigated.
- b. Additional geotechnical borings. If the UPRR requires the structure to move or requires the Geotech borings to be on the structure abutment, then Shannon and Wilson will have to go back on-site for additional geotechnical borings. This is not anticipated, and the UP has not commented on this previously. This scope item is simply a place holder for preauthorization.

### **Assumptions & Exclusions**

Muller's proposed scope of services and fee is based on the following assumptions and exclusions. Should any of these turn out to be inconsistent with the ultimate project requirements, additional fees will be required.

The following items are not included in this Scope of Services.

- a. Hydrologic analysis of existing springs and wells
- b. Environmental research related to existing springs and wells
- c. Water rights attorneys
- d. Lincoln Academy internal parking and circulation design
- e. Design and coordination support for contested PUC applications
- f. Court and hearing time with the PUC application
- g. Multiple PUC applications
- h. Additional revisions to the UPRR structure not detailed in the scope above.
- i. Support for bid services of plan package if SEMA is not the awarded contractor
- j. It is assumed SEMA (the selected CMGC contractor) will remain the contractor throughout the project
- k. Profiling of any private utilities
- l. Utility construction oversight/oversight of utility relocations during construction. This work is assumed to be done by Ulteig or the City of Arvada
- m. It is assumed Ulteig, who was hired as the City's project representative, will remain the City's project representative throughout the project
- n. Design prepared to date will be subject to one (1) Value Engineering review by SEMA and Ulteig prior to the 30% design levels on bridge and structure items.
- o. It is assumed The UP review process will continue on from the current status to 30%, 90% and 100% submittals. Resubmission of 10% (concept) and/or 25% field meetings (formally referred to as a diagnostic meeting) are not included in this scope of work.
- p. We have not included pricing for a 60% submittal, if that is required it will be at an additional fee.
- q. This work does not include any structural design needed for walls at the Grange, Lincoln Academy, or structural support for designing of fencing caissons or other structures associated with the noise fences along the project. Those fences and walls are assumed to be redi-rock products and the final design will be performed by the contractors wall sub.
- r. Muller and HDR will assume that RFI/submittals related to similar items across multiple construction packages will be reused to reduce the efforts on these tasks. If the actual work needed during construction exceeds the assumed increase in this scope and fee then the project team will work with the City to adjust our efforts or increase the fee to handle those needs.
- s. For task 3e. the following are assumed:
  - i. The excavator and security fencing will be provided by others.

- ii. Erecting temporary fencing around the test pit will be acceptable to leave unattended overnight.
- iii. All borings are anticipated to be on the City of Arvada right of way.
- iv. Damage to City of Arvada lawn (including ruts caused from excavation equipment) will be repaired by others.
- v. Excess soil excavated will be piled on to the backfilled test pit.
- vi. For both the finger print analysis and soil disposal, we included up to 20 hours engineering analysis for analytical test results review, characterization, and preparation of a geotechnical letter.

Muller will continue to invoice in accordance with the original contract for West 72nd Avenue Between Kipling Street and Simms Street with the following modifications:

Billed hourly rates will be adjusted throughout the contract performance period to reflect updates to direct hourly wages and overhead.

Should the scope of work required to complete the project exceed that listed in the attached fee (due to schedule changes, client requests, complexity or general evolution of the project, review agency requirements, etc.) Muller will inform you of the scope change and required fee adjustment so a contract amendment can be prepared.







CLIENT: City of Arvada

PROJECT: West 72nd Avenue – Kipling Street to Simms Street Project NO. 18-ST-30 Attachment 2  
Change Request 3: Construction Manager General Contractor (CMGC) Support and Additional Services

PROJECT FEE ESTIMATING SHEET

Prepared by: GCM  
Checked by: BJF



Proposal No. 918.43  
Date 12/26/2020  
Proposed Total Fee **\$913,459**

| Task No. | Task Description                                         | SAH                     | MDC                    | GCM                   | JDH                   | JLV                   | ACF                    | SNB                     | DKH                   | MAS           | RML                  | AL2                  | SAD            | MLS            | MLM                | EXPENSES  |                  |                     |                    |                 |       | TOTALS |              |            |               |               |  |
|----------|----------------------------------------------------------|-------------------------|------------------------|-----------------------|-----------------------|-----------------------|------------------------|-------------------------|-----------------------|---------------|----------------------|----------------------|----------------|----------------|--------------------|-----------|------------------|---------------------|--------------------|-----------------|-------|--------|--------------|------------|---------------|---------------|--|
|          |                                                          | TIME (HOURS)            |                        |                       |                       |                       |                        |                         |                       |               |                      |                      |                |                |                    |           |                  |                     |                    |                 |       |        |              |            |               |               |  |
|          |                                                          | PM 7 Utilities<br>\$181 | PM 6 Drainage<br>\$166 | PM 6 Roadway<br>\$166 | PE 6 Traffic<br>\$166 | PE 5 Roadway<br>\$142 | PE 4 Drainage<br>\$142 | PE 4 Utilities<br>\$133 | PE 4 Roadway<br>\$133 | DE 2<br>\$110 | DE 1 Roadway<br>\$99 | DE 1 Traffic<br>\$99 | CADD 3<br>\$99 | ADMIN<br>\$116 | PROJ COORD<br>\$92 | HDR       | Shannon & Wilson | Harris Kocher Smith | Goodbee and Assoc. | Travel/ Mileage | Repro | Misc.  | Time (Hours) | Labor (\$) | Expenses (\$) | Subtotal (\$) |  |
| 1        | Additional project support for CMGC delivery method      |                         |                        |                       |                       |                       |                        |                         |                       |               |                      |                      |                |                |                    |           |                  |                     |                    |                 |       |        |              |            |               |               |  |
| 1.a      | CMGC project coordination                                |                         |                        |                       |                       |                       |                        |                         |                       |               |                      |                      |                |                |                    |           |                  |                     |                    |                 |       |        |              |            |               |               |  |
| 1.a.i    | Project kickoff meeting                                  |                         | 2                      | 6                     |                       |                       |                        |                         | 6                     |               |                      | 2                    |                |                |                    | \$1,100   | \$750            |                     | \$500              | \$20            |       |        | 16           | \$2,324    | \$2,370       | \$4,694       |  |
| 1.a.ii   | Weekly design team meetings                              |                         | 63                     | 250                   |                       |                       |                        |                         | 175                   | 250           |                      | 60                   |                |                |                    | \$66,900  | \$12,900         |                     | \$7,000            | \$350           | \$100 | 798    | \$108,673    | \$87,250   | \$195,923     |               |  |
| 1.a.iii  | Weekly utility meetings                                  |                         |                        | 40                    |                       |                       |                        |                         |                       |               |                      |                      |                |                |                    |           |                  | \$4,200             | \$200              |                 |       | 40     | \$6,640      | \$4,400    | \$11,040      |               |  |
| 1.a.iv   | Weekly City coordination meetings                        |                         |                        | 40                    |                       |                       |                        |                         |                       |               |                      |                      |                |                |                    |           |                  |                     | \$200              |                 |       | 40     | \$6,640      | \$200      | \$6,840       |               |  |
| 1.a.v    | Scheduiling Meetings                                     |                         |                        | 10                    |                       |                       |                        |                         |                       |               |                      |                      |                |                |                    |           |                  |                     |                    |                 |       | 10     | \$1,660      | \$0        | \$1,660       |               |  |
| 1.a.iv   | VE Workshops                                             |                         |                        | 20                    |                       |                       |                        |                         | 20                    |               |                      |                      |                |                |                    | \$1,500   |                  |                     |                    | \$30            | \$100 | 40     | \$5,980      | \$1,630    | \$7,610       |               |  |
| 1.b      | Project Management                                       |                         |                        |                       |                       |                       |                        |                         |                       |               |                      |                      |                |                |                    |           |                  |                     |                    |                 |       |        |              |            |               |               |  |
| 1.b.i    | Additional project duration                              |                         |                        | 24                    |                       |                       |                        |                         |                       |               |                      |                      |                | 10             |                    | \$1,500   | \$3,000          |                     | \$1,100            |                 | \$25  | 34     | \$4,904      | \$5,625    | \$10,529      |               |  |
| 1.b.ii   | Additional project duration admin                        |                         |                        |                       |                       |                       |                        |                         |                       |               |                      |                      | 60             | 20             |                    | \$2,000   |                  |                     | \$500              |                 | \$50  | 80     | \$8,800      | \$2,550    | \$11,350      |               |  |
| 1.b.iii  | File management                                          |                         |                        | 10                    |                       |                       |                        |                         | 25                    | 70            |                      | 90                   |                |                |                    |           |                  |                     |                    |                 | \$137 | 195    | \$21,595     | \$137      | \$21,732      |               |  |
| 1.c      | Repackaging                                              |                         |                        | 15                    | 10                    | 50                    |                        |                         | 50                    | 50            | 50                   | 100                  |                |                |                    | \$49,000  | \$3,000          |                     | \$16,500           |                 | \$50  | 325    | \$38,250     | \$68,550   | \$106,800     |               |  |
| 1.d      | Design support for CMGC phase                            |                         | 100                    | 50                    | 10                    | 70                    | 32                     |                         | 100                   | 180           | 130                  | 20                   | 225            |                |                    | \$111,000 | \$9,000          |                     |                    |                 |       | 917    | \$111,269    | \$120,000  | \$231,269     |               |  |
| 1.e      | Additional construction support                          |                         |                        |                       |                       |                       |                        |                         |                       |               |                      |                      |                |                |                    |           |                  |                     |                    |                 |       | 0      | \$0          | \$0        | \$0           |               |  |
| 2        | Additional Railroad Coordination and Design Changes      |                         |                        |                       |                       |                       |                        |                         |                       |               |                      |                      |                |                |                    |           |                  |                     |                    |                 |       |        |              |            |               |               |  |
| 2.a      | Addressing RR Underpass Rejection                        |                         |                        | 80                    |                       |                       |                        |                         | 35                    | 15            |                      |                      | 25             |                |                    | \$15,000  |                  |                     |                    |                 |       | 155    | \$22,060     | \$15,000   | \$37,060      |               |  |
| 2.b      | Additional PUC application efforts                       |                         |                        | 50                    |                       |                       |                        |                         | 15                    |               |                      |                      | 15             |                |                    | \$12,000  |                  |                     |                    |                 |       | 80     | \$11,780     | \$12,000   | \$23,780      |               |  |
| 2.c      | Additional project duration and coordination with the RR |                         | 10                     | 60                    |                       |                       |                        |                         | 50                    | 15            | 15                   |                      |                | 25             | 15                 | \$20,000  |                  |                     |                    |                 |       | 190    | \$25,685     | \$20,000   | \$45,685      |               |  |
| 2.d      | 30% RR comments on bridge and track design               | 10                      |                        | 120                   |                       | 25                    |                        | 30                      | 200                   | 30            | 100                  |                      | 140            |                |                    | \$30,000  | \$2,500          | \$2,500             |                    |                 |       | 655    | \$82,930     | \$35,000   | \$117,930     |               |  |
| 3        | Additional project needs                                 |                         |                        |                       |                       |                       |                        |                         |                       |               |                      |                      |                |                |                    |           |                  |                     |                    |                 |       |        |              |            |               |               |  |
| 3.a      | Additional legal exhibits                                |                         |                        | 5                     |                       | 5                     |                        |                         |                       |               | 5                    |                      |                |                |                    |           |                  | \$8,250             |                    |                 |       | 15     | \$2,035      | \$8,250    | \$10,285      |               |  |
| 3.b      | Additional Public Open House                             |                         |                        | 25                    |                       |                       |                        |                         | 5                     |               | 10                   |                      |                |                |                    |           |                  |                     |                    |                 |       | 40     | \$5,805      | \$0        | \$5,805       |               |  |
| 3.b      | Utility staking                                          |                         |                        | 2                     |                       |                       |                        |                         | 5                     |               | 10                   |                      |                |                |                    |           |                  | \$12,500            | \$1,500            | \$30            | \$100 | 17     | \$1,987      | \$14,130   | \$16,117      |               |  |
| 3.c      | Coordination support with spring owners                  |                         | 50                     | 40                    |                       | 15                    |                        |                         | 30                    | 100           |                      |                      | 15             |                |                    |           | \$8,000          |                     |                    |                 |       | 250    | \$33,545     | \$8,000    | \$41,545      |               |  |
| 3.d      | Additional analytical testing (finger print analysis)    |                         |                        | 4                     |                       |                       |                        |                         | 8                     |               |                      |                      |                |                |                    |           | \$4,050          |                     |                    | \$27            |       | 12     | \$1,728      | \$4,077    | \$5,805       |               |  |
|          | Total Hours                                              | 10                      | 225                    | 851                   | 20                    | 165                   | 32                     | 30                      | 724                   | 710           | 320                  | 20                   | 672            | 85             | 45                 | -         | -                | -                   | -                  | -               | -     | -      | 3864         | -          | -             | -             |  |
|          | Total Labor                                              | \$1,810                 | \$37,350               | \$141,266             | \$3,320               | \$23,430              | \$4,544                | \$3,990                 | \$96,292              | \$78,100      | \$31,680             | \$1,980              | \$66,528       | \$9,860        | \$4,140            | -         | -                | -                   | -                  | -               | -     | -      | -            | \$504,290  | -             | -             |  |
|          | Total Expenses                                           | -                       | -                      | -                     | -                     | -                     | -                      | -                       | -                     | -             | -                    | -                    | -              | -              |                    | \$310,000 | \$43,200         | \$23,250            | \$31,300           | \$857           | \$425 | \$137  | -            | -          | \$409,169     | -             |  |
|          | Total                                                    | -                       | -                      | -                     | -                     | -                     | -                      | -                       | -                     | -             | -                    | -                    | -              | -              |                    | -         | -                | -                   | -                  | -               | -     | -      | -            | -          | -             | \$913,459     |  |
| 4        | Additional Services if Needed                            |                         |                        |                       |                       |                       |                        |                         |                       |               |                      |                      |                |                |                    |           |                  |                     |                    |                 |       |        |              |            |               |               |  |
| 4.a      | Redesign UPRR Bridge                                     |                         |                        | 24                    |                       | 5                     |                        |                         | 50                    |               | 60                   |                      | 50             |                |                    | \$120,000 |                  |                     |                    |                 |       | 189    | \$22,234     | \$120,000  | \$142,234     |               |  |
| 4.b      | Additional Geotechnical Borings                          |                         |                        | 10                    |                       |                       |                        |                         | 10                    |               |                      |                      | 5              |                |                    |           | \$55,000         |                     |                    |                 |       | 25     | \$3,485      | \$55,000   | \$58,485      |               |  |
|          | Total Hours                                              | 0                       | 0                      | 34                    | 0                     | 5                     | 0                      | 0                       | 60                    | 0             | 60                   | 0                    | 55             | 0              | 0                  | -         | -                | -                   | -                  | -               | -     | -      | 214          | -          | -             | -             |  |
|          | Total Labor                                              | \$0                     | \$0                    | \$5,644               | \$0                   | \$710                 | \$0                    | \$0                     | \$7,980               | \$0           | \$5,940              | \$0                  | \$5,445        | \$0            | \$0                | -         | -                | -                   | -                  | -               | -     | -      | -            | \$25,719   | -             | -             |  |
|          | Total Expenses                                           | -                       | -                      | -                     | -                     | -                     | -                      | -                       | -                     | -             | -                    | -                    | -              | -              |                    | \$120,000 | \$55,000         | \$0                 | \$0                | \$0             | \$0   | -      | -            | -          | \$175,000     | -             |  |
|          | Total                                                    | -                       | -                      | -                     | -                     | -                     | -                      | -                       | -                     | -             | -                    | -                    | -              | -              |                    | -         | -                | -                   | -                  | -               | -     | -      | -            | -          | -             | \$200,719     |  |

**CHANGE ORDER #2 AND CHANGE ORDER #3  
TO AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND MULLER  
ENGINEERING COMPANY, INC. TO CHANGE THE SCOPE OF WORK AND  
INCREASE THE CONTRACT AMOUNT BY \$1,231,117.00.**

**1. RECITALS AND PURPOSE.**

- 1.1** On or about November 19, 2018, the City of Arvada (“Arvada”) and Muller Engineering Company, Inc. (“Contractor”) entered into an Agreement whereby Contractor provides design services for West 72<sup>nd</sup> Avenue between Kipling Street and Simms Street (“Original Agreement”) in an amount not to exceed \$2,915,584.00 in the first five years.
- 1.2** Pursuant to Section 9 of the Agreement, Arvada may request additional services or changes to the work and this can be accomplished by all parties agreeing to a change in the Scope of Work (“SOW”).
- 1.3** On January 9, 2020, the parties executed the First Change Order to the Original Contract, which increased the SOW as outlined in the Original Agreement in an amount not to exceed \$ 36,750.00., thus changing the Original Agreement compensation to \$2,952,334.00.
- 1.4** This document shall constitute Change Order #2 and Change Order #3 to the Agreement to change the scope of work.

**2. SCOPE OF SERVICES.**

- 2.1** The SOW shall be modified to reflect additional services described in Contractor’s Change Request 2 dated August 18, 2020, attached as Exhibit 1.
- 2.2** The SOW shall be further modified to reflect additional services as described in Contractor’s Change Request 3 dated December 27, 2020, attached as Exhibit 2.

**3. COMPENSATION FOR SERVICES.**

- 3.1** The total amount of compensation to Contractor for completion of the additional services described in Contractor’s Change Request 2 dated August 18, 2020 and attached as Exhibit 1 is \$317,658.00.
- 3.2** The total amount of compensation to Contractor for completion of the additional services described in Contractor’s Change Request 2 dated December 27, 2020 and attached as Exhibit 2 is \$913,459.00.
- 3.3** The Agreement terms are amended to allow the total increase of compensation by \$1,231,117.00, changing the Original Agreement compensation to \$4,183,451.00.

**4. FULL FORCE AND EFFECT.** All other terms and conditions shall be as set forth in the

Original Agreement.

5.

EFFECTIVE this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF ARVADA**, a Colorado home rule  
municipal corporation

\_\_\_\_\_  
Mark G. Deven, City Manager  
8101 Ralston Road  
Arvada, CO 80001

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM BY:

\_\_\_\_\_  
For Rachel A. Morris, City Attorney

**MULLER ENGINEERING COMPANY, INC.**

\_\_\_\_\_  
A. Gray Clark, President  
777 South Wadsworth Blvd., Suite 4-100  
Lakewood, Colorado 80226

# **Exhibit 1**

Muller Engineering Company, Inc.  
Change Request 2  
August 18, 2020



August 18, 2020

Mr. Jacob Beedle  
Engineering Services Manager/City Engineer  
City of Arvada  
8101 Ralston Road  
Arvada, CO 80002

**RE: Change Request 2: Additional City requested Services**  
**West 72<sup>nd</sup> Avenue – Kipling Street to Simms Street**  
MEC Project No. 18-061.01

Dear Jacob:

This letter formalizes the City's request for Muller's assistance with additional tasks associated with the project as well as Muller's support during the pre-construction phase.

Specifically, this fee requests reflects work performed in areas outside of the original scope of work dated October 17, 2018 as described in the attachments.

### **Background**

During the course of the project the City has asked for additional work be added to the project. These requests spurred from design reviews, public meetings, bike and pedestrian re-envisioning within the City, additional requests from property owners and change in philosophy on ROW needs. Those requests resulted in changes to the design including:

- ✓ Redesigning of the project corridor to accommodate off-street bike lanes and pedestrian connectivity. This work modified all of the original design templates across the corridor from the original 30% design.
- ✓ Modification of the original design lane widths from 12' to 11' thru lanes.
- ✓ Modification of the original 30% design location of the WQ pond at the First United Church of Arvada. Due to feedback from the Church the design team shifted the pond location to the southern extents of the property, requiring additional survey, floodplain analysis and redesign of the parking lot and pond infrastructure.
- ✓ Additional design work on Oak Street due to feedback at the public meeting. This work requires a design of Oak Street to add a left turn lane into the Lincoln Academy school. As part of this work the design team had to obtain additional survey, ROW delineation, coordination with the School and the City on design variations, additional traffic counts and analysis, as well as added design reviews.
- ✓ Additional public coordination – due to the complex nature of the project and the feedback from the public meeting, the design team has worked with the City to develop a public outreach and pre-construction plan.
- ✓ Following the 30% design submittals the City made the decision to replace aging waterlines throughout the project corridor. The original design only replaced the waterlines within the underpass area, this change increases the waterline replacement by roughly two and a half times the original scoped limits.
- ✓ To support the utility relocations along the corridor, the City has requested that the design team survey and stake out the utility lines that are to be relocated along the project. This work will help



Mr. Jacob Beedle  
August 18, 2020  
Page 2

ensure that critical utilities are placed at the location the design team intends avoiding costly relocations during construction.

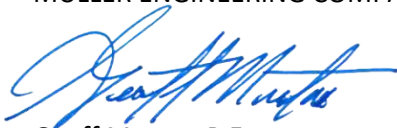
### **Scope of Services and Fee Adjustment**

Attachment 1 and 2 attached describe the Scope of Services as well as the fee for the work to be provided by the Muller design team.

In light of the circumstances outlined in the attached documents I am requesting compensation accordingly. The design team has proceeded in good faith throughout the duration of this project and I hope the Town will seriously consider this request. We appreciate the opportunity to assist you on this project. Please call me at (303) 988-4939 if you have any questions or need additional information.

Sincerely,

MULLER ENGINEERING COMPANY, INC.



Geoff Mestas, P.E.  
Project Manager

### **Attachments:**

1. Additional Services Scope of Work
2. Fee
3. Additional Survey Limits

## Scope of Services – Attachment 1

The following tasks will be performed.

### 1. City requested design Changes.

- a. Modify 30% design to shift bike lanes from on street to off (buffered bike lanes). These lanes will be included with the attached sidewalk.
  - i. Coordination with City staff on various options and layouts
  - ii. Coordination with City staff on ramp locations and intersection treatments.
  - iii. Revision to previous proposed ROW
  - iv. Review of impacts to traffic signals at Simms and Oak, including analysis of bike signal and ped ramps for shared bike and ped movements.
  - v. Revisions of plans and typical sections from 30% design.
  - vi. Aesthetic and Landscape Design - Aesthetic & Landscape Design is updated to include the following:
    1. Additional Irrigation Design for buffered bike lane landscaped areas will be provided Hines, Inc, who will be a sub-consultant to HDR.
    2. Additional Planting Design for buffered bike land landscaped areas.
    3. Additional Hardscape Design for noise mitigating structures along the project (assumed one treatment style will be used for the noise mitigating structures along the project). Revise 30% to increase ROW width from 90' to 110'
- b. Revise 30% (Oak to Kipling) design to adjust driving lane widths from 12' lanes to 11'
- c. WQ Pond at First United Church of Arvada and additional site layouts
  - i. HEC-Ras Modeling of the site to show a no rise
  - ii. Additional wetland and OHWM survey
  - iii. Additional topography needs
  - iv. Additional coordination with property owner
  - v. Revisions to parking lot design due to changes in footprint and owner feedback. We have assumed up to four (4) revisions to this property.
- d. Additional Oak Street Changes – following the public meeting the City received a lot of feedback about traffic on Oak Street going into the Lincoln Academy School. The City requested the design team performed additional traffic analysis to investigate the problem. Following this task the City requested that we make improvements to address the traffic issue at this location. Below are additional tasks associated with this work.
  - i. Traffic analysis on Oak at the entrance to Lincoln Academy
    1. Additional traffic counts
    2. Traffic analysis of traffic counts and feasibility of auxiliary lane analysis
  - ii. Create conceptual layouts (assume two) for the additional work along Oak street. One option to keep the current access location and other to shift the access south to align with Parfet Street
  - iii. Additional potholing needs
  - iv. Additional survey needs for the new project limits
  - v. Add additional sheets to the plan set to show the additional project work.

1. Signing and striping sheet
  2. Roadway plan
  3. Roadway profile
  4. SWMP
  5. Drainage plans and profiles
  6. Utility sheets
- vi. Additional coordination with Lincoln Academy on these changes. This work does not include improvements inside Lincoln Academy's property.
- e. Additional public involvement – this task is based on conversations and meetings attended with Rachael Kuroiwa, Derek Webb and Ben Irwin with the City of Arvada. The work will include those meetings as well as additional items detailed below.
- i. Coordination and design support for fencing and wall adjustments based on public feedback. (Muller)
  - ii. Preparation of one (1) Right of Way brochure (HDR)
  - iii. Additional Ownership coordination
    1. Preparation of Landowner specific maps for the City's use in landowner right-of-way discussions (Muller)
    2. ROW/Easement field staking (Muller/HKS)
  - iv. Provide support to the City to update traditional and social media platforms throughout the project, including, Speak Up Arvada, Social Media, the project website and media requests/relations. Maintenance of traditional and social media platforms noted above are assumed to be by others. (HDR)
    1. Preparation of one (1) project "fact sheet".
- f. Additional Waterline Design
- i. Adjust 30% (Oak to Kipling) design to shift waterline alignment out of roadway so that future access to the waterline would not require the roadway to be closed.
  - ii. Replace waterlines between Oak Street and Swadley Court. Due to the age and material of the existing waterline under 72<sup>nd</sup> in this area the City has requested that this line be replaced. This task includes the design of that stretch of waterline.
  - iii. Additional potholing
- g. Alternative pavement design – the City requested that the design team analyze alternative pavement designs including concrete pavement for the project.



2. Additional Project Needs

- a. Additional Drilling (Shannon and Wilson) – this task is related to additional work needed during the geotechnical investigation work. Below is a description of this issues encountered and why we are seeking additional funds for this work.
  - i. Pumping test water disposal - The analytical testing we did at the time of the pumping testing indicated elevated levels of trace metals. Ultimately, the water could not be discharged into the City's storm sewer as was assumed in the original estimate for this work. Water had to be containerized and sent offsite for disposal.
  - ii. Two separate snow events required multiple efforts to re-locate and clear utilities
  - iii. Additional laboratory testing based on the progression of the project since budgeting the work
  - iv. Difficulties with drilling and handling the saturated, clay (mud-like) cuttings encountered in borings SW-117 through SW-121. As part of this work we had to utilize a vacuum truck, several 55 gallon drums, and a significant amount of labor to clean up the sites prior to opening the roadway. This work required additional time on site (2 additional days). The original cost of this work was based on our subsurface explorations on drilling conditions encountered in our 2014 program. In those explorations, we were able to drill the borings without the use of a vacuum truck for cleaning the roads prior to opening the roads to live traffic. This experience was a basis for providing the costs and hours on the original scope. Unfortunately, those same methods did not work with this latest effort. Some of these costs were not passed onto the City, however, we feel that the project team operated in good faith to gather the data needed for the project. Due to extenuating circumstances, which were completely unforeseen, we are seeking additional funds for this work.
- b. Additional survey needs (HKS) – this task is related to additional survey needs as part of the project. Due to the evolution of the design there are some additional needs for surveying to tie in the design to existing conditions. This task is for the additional survey acquisition and integration into the project files. Those areas are shown in Exhibit A.
- c. Additional potholing needs (Goodbee) – this task is related to differing potholing costs incurred due to changing potholers. Our original sub-contractor would not honor their 2018 price for potholing on the project. Goodbee and associates had to contract with a new potholer to get this work done and the result was an increase for this work.

### **Assumptions & Exclusions**

Muller's proposed scope of services and fee is based on the following assumptions and exclusions. Should any of these turn out to be inconsistent with the ultimate project requirements, additional fees will be required.

The following items are not included in this Scope of Services.

- a. Hydrologic analysis of existing springs and wells
- b. Environmental research related to existing springs and wells
- c. Lincoln Academy internal parking and circulation design
- d. Design and coordination support for contested PUC applications
- e. Court and hearing time with the PUC application
- f. It is assumed SEMA (the selected CMGC contractor) will remain the contractor throughout the project
- g. Profiling of any private utilities
- h. It is assumed Ulteig, who was hired as the City's project representative, will remain the City's project representative throughout the project
- i. Design prepared to date will be subject to one (1) Value Engineering review by SEMA and Ulteig prior to the 30% design levels on bridge and structure items.
- j. It is assumed The UP review process will continue on from the current status to 30%, 90% and 100% submittals. Resubmission of 10% (concept) and/or 25% field meetings (formally referred to as a diagnostic meeting) are not included in this scope of work.
- k. We have not included pricing for a 60% submittal, if that is required it will be at an additional fee.
- l. This work does not include any structural design needed for walls at the Grange, Lincoln Academy, or structural support for designing of fencing caissons or other structures associated with the noise fences along the project. Those fences and walls are assumed to be redi-rock products and the final design will be performed by the contractors wall sub.
- m. Muller and HDR will assume that RFI/submittals related to similar items across multiple construction packages will be reused to reduce the efforts on these tasks. If the actual work needed during construction exceeds the assumed increase in this scope and fee then the project team will work with the City to adjust our efforts or increase the fee to handle those needs.

Muller will continue to invoice in accordance with the original contract for West 72nd Avenue Between Kipling Street and Simms Street with the following modifications:

Billed hourly rates will be adjusted throughout the contract performance period to reflect updates to direct hourly wages and overhead.

Should the scope of work required to complete the project exceed that listed in the attached fee (due to schedule changes, client requests, complexity or general evolution of the project, review agency requirements, etc.) Muller will inform you of the scope change and required fee adjustment so a contract amendment can be prepared.



PROJECT FEE ESTIMATING SHEET



CLIENT: City of Arvada

PROJECT: West 72nd Avenue – Kipling Street to Simms Street Project NO. 18-ST-30 Attachment 2

Change Request 2: Construction Manager General Contractor (CMGC) Support and Additional Services

Prepared by: GCM  
Checked by: BJF



Proposal No. 918.43  
Date 08/18/2020  
Proposed Total Fee \$317,658

SAH MDC GCM JDH JLV ACF SNB DKH MAS RML AL2 SAD MLS MLM

| Task No. | Task Description                            | TIME (HOURS)            |                        |                       |                       |                       |                        |                         |                       |               |                      |                      |                |                |                    | EXPENSES |                  |                     |                    |         |                 |       |       | TOTALS       |            |               |               |
|----------|---------------------------------------------|-------------------------|------------------------|-----------------------|-----------------------|-----------------------|------------------------|-------------------------|-----------------------|---------------|----------------------|----------------------|----------------|----------------|--------------------|----------|------------------|---------------------|--------------------|---------|-----------------|-------|-------|--------------|------------|---------------|---------------|
|          |                                             | PM 7 Utilities<br>\$181 | PM 6 Drainage<br>\$166 | PM 6 Roadway<br>\$166 | PE 6 Traffic<br>\$166 | PE 5 Roadway<br>\$142 | PE 4 Drainage<br>\$142 | PE 4 Utilities<br>\$133 | PE 4 Roadway<br>\$133 | DE 2<br>\$110 | DE 1 Roadway<br>\$99 | DE 1 Traffic<br>\$99 | CADD 3<br>\$99 | ADMIN<br>\$116 | PROJ COORD<br>\$92 | HDR      | Shannon & Wilson | Harris Kocher Smith | Goodbee and Assoc. | IDAX    | Travel/ Mileage | Repro | Misc. | Time (Hours) | Labor (\$) | Expenses (\$) | Subtotal (\$) |
|          |                                             |                         |                        |                       |                       |                       |                        |                         |                       |               |                      |                      |                |                |                    |          |                  |                     |                    |         |                 |       |       |              |            |               |               |
| 1        | City requested design Changes               |                         |                        |                       |                       |                       |                        |                         |                       |               |                      |                      |                |                |                    |          |                  |                     |                    |         |                 |       |       |              |            |               |               |
| 1.a      | Modify 30% design for buffered bike lanes   |                         |                        | 20                    | 20                    |                       |                        | 40                      |                       | 35            | 25                   | 55                   |                |                | \$15,000           |          |                  | \$1,200             |                    | \$15    |                 |       | 215   | \$26,185     | \$16,215   | \$42,400      |               |
| 1.b      | Adjust lane widths                          |                         |                        | 2                     |                       |                       |                        | 15                      |                       | 10            |                      | 10                   |                |                |                    |          |                  |                     |                    | \$15    | \$50            |       | 37    | \$4,307      | \$65       | \$4,372       |               |
| 1.c      | WQ pond at Chuch and additional site design |                         | 15                     | 15                    |                       | 20                    | 5                      |                         | 15                    | 35            | 25                   | 40                   |                |                | \$3,000            |          | \$5,500          | \$1,100             |                    | \$30    | \$50            |       | 170   | \$20,810     | \$9,680    | \$30,490      |               |
| 1.d      | Additional Oak Street design                |                         | 20                     | 55                    | 50                    | 55                    |                        |                         | 25                    | 50            | 80                   | 90                   |                |                |                    |          | \$4,500          | \$2,000             | \$1,050            | \$30    | \$100           |       | 425   | \$54,215     | \$7,680    | \$61,895      |               |
| 1.e      | Additional public involvement               |                         |                        | 40                    |                       | 15                    |                        |                         | 20                    | 30            | 40                   | 65                   |                |                | \$26,000           |          | \$9,000          |                     |                    | \$30    | \$100           |       | 210   | \$25,125     | \$35,130   | \$60,255      |               |
| 1.f      | Additional waterline design                 | 65                      |                        | 20                    |                       | 10                    |                        | 300                     |                       | 5             |                      | 150                  |                |                |                    |          |                  | \$1,100             |                    |         |                 |       | 550   | \$71,805     | \$1,100    | \$72,905      |               |
| 1.g      | Alternative pavement designs                |                         |                        |                       |                       |                       |                        |                         |                       |               |                      |                      |                |                |                    |          | \$2,050          |                     |                    |         |                 |       | 0     | \$0          | \$2,050    | \$2,050       |               |
| 2        | Additional project needs                    |                         |                        |                       |                       |                       |                        |                         |                       |               |                      |                      |                |                |                    |          |                  |                     |                    |         |                 |       |       |              |            |               |               |
| 2.a      | Additional drilling efforts                 |                         |                        |                       |                       |                       |                        |                         |                       |               |                      |                      |                |                |                    |          | \$16,000         |                     |                    |         |                 |       | 0     | \$0          | \$16,000   | \$16,000      |               |
| 2.b      | Additional survey needs                     |                         |                        |                       |                       |                       |                        |                         | 2                     |               | 5                    |                      | 20             |                |                    |          |                  | \$14,050            | \$2,000            |         |                 |       | 27    | \$2,741      | \$16,050   | \$18,791      |               |
| 2.3      | Additional potholing needs                  |                         |                        |                       |                       |                       |                        |                         |                       |               |                      |                      |                |                |                    |          |                  | \$8,500             |                    |         |                 |       | 0     | \$0          | \$8,500    | \$8,500       |               |
|          | Total Hours                                 | 65                      | 35                     | 152                   | 70                    | 120                   | 5                      | 300                     | 117                   | 120           | 195                  | 25                   | 430            | 0              | 0                  | -        | -                | -                   | -                  | -       | -               | -     | 1634  | -            | -          | -             |               |
|          | Total Labor                                 | \$11,765                | \$5,810                | \$25,232              | \$11,620              | \$17,040              | \$710                  | \$39,900                | \$15,561              | \$13,200      | \$19,305             | \$2,475              | \$42,570       | \$0            | \$0                | -        | -                | -                   | -                  | -       | -               | -     | -     | \$205,188    | -          | -             |               |
|          | Total Expenses                              | -                       | -                      | -                     | -                     | -                     | -                      | -                       | -                     | -             | -                    | -                    | -              | -              | -                  | \$44,000 | \$18,050         | \$33,050            | \$15,900           | \$1,050 | \$120           | \$300 | \$0   | -            | -          | \$112,470     |               |
|          | Total                                       | -                       | -                      | -                     | -                     | -                     | -                      | -                       | -                     | -             | -                    | -                    | -              | -              | -                  | -        | -                | -                   | -                  | -       | -               | -     | -     | -            | -          | \$317,658     |               |

# **Exhibit 2**

Muller Engineering Company, Inc.  
Change Request 3  
December 27, 2020



December 27, 2020

Mr. Bill Cornelius, PE  
Civil Engineer III/Project Manager  
City of Arvada  
8101 Ralston Road  
Arvada, CO 80002

**RE: Change Request 3: Construction Manager General Contractor (CMGC) Support**  
**West 72<sup>nd</sup> Avenue – Kipling Street to Simms Street**  
MEC Project No. 18-061.01

Dear Bill:

This letter formalizes the City's request for Muller's assistance with additional tasks associated with the project as well as Muller's support during the pre-construction phase with the CMGC contractor. Specifically, this fee requests reflects work performed in areas outside of the original scope of work dated October 17, 2018 as described in the attachments.

### **Background**

The original intent of the project was a design build delivery method, where the design team finishes the design and submits to the City for advertisement. During the design kick off meeting with the City in 2019 the City requested that the project team look into alternative delivery methods due to the complexity of the project. They City ultimately landed on a Construction Manager/General Contractor delivery method, due to its flexibility to involve a contractor during design, but also bid the project if negotiations do not result in a contract for the construction work. As part of this delivery method, as well as the additional duration to the project, ongoing coordination with the railroad and changes that they have asked for, the design team incurred additional scope that was not part of the original contract. The additional work is described in detail in attachment 1 Scope of Services, but it includes:

- ✓ Additional project coordination and support
- ✓ Value engineering and design modifications for project cost and schedule savings analysis
- ✓ Multiple construction packages – these additional construction packages were identified by the CMGC team as places that construction could be advanced without railroad involvement to keep the project moving forward.
- ✓ To support the utility relocations along the corridor, the City has requested that the design team survey and stake out the utility lines that are to be relocated along the project. This work will help ensure that critical utilities are placed at the location the design team intends avoiding costly relocations during construction.
- ✓ Additional RR coordination to support the rejection of the underpass
- ✓ Additional PUC application
- ✓ Additional design support to address RR comments
- ✓ Additional public coordination
- ✓ Coordination and support with CORA requests and downstream irrigation and spring owners



### **Scope of Services and Fee Adjustment**

Attachment 1 and 2 attached describe the Scope of Services as well as the fee for the work to be provided by the Muller design team.

In light of the circumstances outlined in the attached documents I am requesting compensation accordingly. The design team has proceeded in good faith throughout the duration of this project and I hope the City will approve this request. We appreciate the opportunity to assist you on this project. Please call me at (303) 988-4939 if you have any questions or need additional information.

Sincerely,

MULLER ENGINEERING COMPANY, INC.



Geoff Mestas, P.E.  
Project Manager

Attachments:

1. Additional Services Scope of Work
2. Fee

## Scope of Services – Attachment 1

The following tasks will be performed.

### 1. Additional project support for CMGC delivery method

#### a. CMGC project coordination

- i. CMGC Project kickoff meeting/workshop – Attend one CMGC kick off meeting attended with project team (Muller, HDR, Goodbee, Shannon & Wilson, HC Peck). Meeting minutes will be stored in the team OneNote.
- ii. Weekly project team meetings/design team meetings – Assume weekly meetings from January 2020 to March 2021 (56 meetings). Below is a breakdown of attendees for each meeting. This work includes the meeting as well as preparation for each meeting. Meeting minutes will be stored in the team OneNote.
  1. Muller – Project PM, project engineer, drainage engineer (1/2 time) and project admin
  2. Assumed HDR, Shannon & Wilson, Goodbee and Associates, and HC Peck will be in attendance
- iii. Weekly utility meetings – Assume weekly meetings from April 2020 to December 2020 (40 meetings). Below is a breakdown of attendees for each meeting. This work includes the meeting as well as preparation for each meeting. Meeting minutes will be stored in the team OneNote.
  1. Muller – Project PM
  2. Goodbee and Associates – Project PM
- iv. Weekly City coordination meetings – Assume weekly meetings from March 2020 to December 2020 (44 meetings). These meetings will be between Muller's project PM and the City of Arvada's project PM only.
- v. Scheduling meetings with City and SEMA
  1. Assume up to ten (10) one (1) hour meetings with Muller (project PM) and SEMA and/or City staff.
- vi. Value Engineering (VE) Workshops – Assume up to two (2) workshops are needed. This work includes the meeting as well as preparation and follow up. Below is a breakdown of attendees for each meeting. Meeting minutes will be stored in the team OneNote.
  1. Muller – Project PM and project engineer
  2. HDR – Project PM, RR PE, Bridge PE

#### b. Project Management

This task includes work from Muller and it's sub-consultants to continue management of the project with the added duration due to the CMGC process.

- i. Manage schedule and project budget for an additional 18 months of project duration.
- ii. Provide monthly project updates and project invoicing for an additional 18 months of project duration.
- iii. File management
  1. Projectwise integration for the project team, including two passes for the City. This will allow the project team to have a central document control location as detailed in the CMGC Services SOQ.

c. Repackaging

- i. Due to the phasing approach detailed by SEMA the project will be split into three construction packages with a fourth package for material procurement only. Below are the plan packages that are assumed for the project. Additional project phasing will be required as part of this work and is included in this task.

- 1. Early Utility Relocation Construction Package
- 2. Material Procurement – UPRR Steel Construction Package
- 3. Swadley Court to Oak Street Construction Package
- 4. Oak Street to Kipling Street Construction Package

- d. Design support for CMGC phase – this task will include the work required to address VE changes discussed during the VE workshops. There is currently a scoped item for VE work at the Lincoln parcel, the hours and the fee associated with this task will be in addition to this original task.

- i. W. 70<sup>th</sup> drive drainage changes. The project team will vet through an option to drain the north offsite basins between the RR tracks and Lee Court south to connect to the existing storm system on W. 70<sup>th</sup> Drive
- ii. Analyze the dual storm sewer systems. Based on the VE workshop the project team will look at an alternative to remove the off-site drainage system
- iii. Additional storm sewer to Lee Court. Currently the Kipling Commons Apartments, as well as the roadway drainage between Lee Court and Kipling Street, drain into the irrigation system. It was agreed by the City that we will pick this water up and route it through our new storm sewer.
- iv. Additional WQ design support
  - 1. This work will include the final design tasks associated with this pond location as well as coordination with Lincoln Academy to establish the design and location.

- 2. Based on conversations with Sanda McDonald the design team will need to work on solutions to treat side street WQ.

v. Additional irrigation structural support

- 1. Due to the constrained space at the Botos parcel the design team will need to combine the irrigation structures and create custom irrigation structures to divert the flow

vi. Structures Design is updated to include the following:

- 1. Update the existing 30% plans based on Value Engineering from SEMA and Ulteig. This includes widening the bridge from 38' to 52'
- 2. Modify the abutment design based on conversations with SEMA drilling subs. This includes the reduction of two rows of 54" caissons. The result is a much more economical structure for the City
- 3. Modify the wall design fronting Parcel 31 (Blackbird Farms). The need for this is to reduce cost as well as to allow for a narrower corridor for the utilities.
- 4. Update Geotechnical report for modified design.

vii. Track Design is updated to include the following:

- 1. Update the existing 30% plans based on Value Engineering from SEMA and Ulteig.



2. Provide coordination with the UP for the utility crossing permit applications for proposed utilities crossing the UP right of way. This work includes review of utility plan exhibits (plans/exhibits prepared by others), coordination with the UP, and coordination of responses to UP review comments of the utility permit applications. It is assumed that HDR will support up to five (5) UP utility crossing permits. Additionally, it is assumed that permit application fees and licensing agreement fees associated with the utility crossing permits will be paid by the City of Arvada or others.

## 2. Additional Railroad Coordination and Design Changes

- a. Addressing RR Underpass Rejection – due to the RR rejection of the underpass the design team had to expel considerable efforts to get the RR back to the table. These efforts included:
  - i. Coordination:
    1. Meetings with City and executive staff to bring them up to speed on RR's stance.
    2. Prep meetings with the City in advance of RR coordination meetings
    3. Meetings with RR to address their concerns with underpass
    4. Meetings with the City to address comments from the RR
  - ii. Letter – this task includes the preparation and several rounds of iterations to address the underpass vs. overpass and get the RR onboard with further discussions.
  - iii. Overpass design – in order to address comments from the RR related to an overpass design, Muller had to create an alternate profile and memo to address why this option is not feasible from an engineering and economic standpoint for the City.
  - iv. Reviewing MOU drafts
  - v. Coordination of Quiet Zone with the FRA for the second
- b. Additional PUC application efforts – the project originally assumed one PUC application. Since the City needed to hire an attorney to submit a PUC application contested the design team had to perform additional tasks to support this effort. This task includes:
  - i. Coordination:
    1. Meetings with City and executive staff to address the application
    2. Meetings with the PUC to discuss the contested process
    3. Meetings with the City's legal team
    4. Development of a theoretical structure cost for the contested PUC application
  - ii. Whiteness testimonies – this work includes prep meetings with City staff as well as the testimonies, review and signatures
  - iii. Adjustments to the application – since this application has been pulled to work with the RR this application will need to be adjusted based on the final comments from the RR.
  - iv. Development of a theoretical structure cost for the contested PUC application
- c. Additional project duration and coordination with the RR
  - i. Due to the RR's stance on the underpass the project duration will need to be extended until the end of 2021 to work through the approvals and ultimate C&M

agreement. This will take additional coordination and billings not originally anticipated by the design team.

d. 30% RR comments on bridge and track design

i. Overpass design – in order to address comments from the RR related to an overpass design, Muller had to create an alternate profile and memo to address why this option is not feasible from an engineering and economic standpoint for the City.

ii. Based on comments in the MOU from the RR the design team will need to rework to the design to accommodate the UPRR's entire 125' right of way in the event of future expansion. This task shall include additional coordination with the City, the CMGC contractor and the RR to come up with a solution that will work for all parties and minimize impacts to the project's current design. In addition to coordination the design team will need to adjust the track design, the structure design thickness, and prepare memos and exhibits to support the RR's approval of our final design.

iii. Based on 30% comments from the RR the design team will need to rework the shoofly design to accommodate 60 MPH speeds

iv. Based on 30% comments from the RR the design team will need to rework the approach slab and shift the detour road north to accommodate this change.

v. Based on the 30% comments the design team will need to update the track survey within the shoofly limits. The original track survey was done in 2013 and the RR claims that this is too old and needs to be updated.

vi. Based on comments from the RR the design team will need to shift the locations of the City and private utilities north of the proposed abutment by 100'.

vii. Based on comments from the RR the design team will need to

3. Additional Project Needs

a. Additional legal exhibits and Descriptions - Project originally assumed 89 legal descriptions and exhibits. This task will add an additional 15 legal descriptions and exhibits to address the projects final needs.

b. Additional Public Open House – this task includes additional support needed by Muller to prepare, attend and address questions for the 2<sup>nd</sup> open house with the public.

c. Utility Staking – this task includes staking proposed utilities for private and City owned facilities prior to construction to ensure that they are placed in the correct location.

d. Coordination support with spring owners – This task includes meetings and support services from Muller and Shannon and Wilson to meet with, discuss and understand the functions of the existing springs that are active south of the project site. It will include up to 4 meetings with the City and 2 meetings with the property owner. This task will also include review of existing water rights documents that were supplied by the City as well as support and responses for CORA requests from the homeowner. This task does not include any legal document support for litigation with the home owner, water rights engineering, well design, piezometer testing, groundwater wells, or any final design for mitigating structures to provide water back to the Mathis property at 7050 Newcombe Street, Arvada CO 80004 that may or may not have been disrupted as part of this project. Support for these tasks will be negotiated with the City with additional fee.

e. Additional groundwater and analytical testing (Shannon and Wilson) - This task will include the following work:

**Groundwater Fingerprint Analysis:** To analyze if up-gradient water at the project site is hydraulically connected to the down-gradient spring water, we recommend completing a water quality ‘finger printing’ analysis of both sources and comparing the analytical results.

We will collect a grab sample of groundwater in the test pit approximately 24 hours after the excavation is complete and the sediment and groundwater has been allowed to settle with minimal disturbance. This would involve leaving the excavation open for a day and installing a temporary fence around the excavation. We will also collect a grab sample of water from the down-gradient spring. We propose the following water quality testing suite:

- Nitrate
- Nitrite
- Sulfate
- Hardness
- Total Organic Carbon (TOC)
- Turbidity
- pH
- Total Dissolved Solids (TDS)
- Priority Pollutant Metals (Sb, As, Be, Cd, Cr, Cu, Pb, Hg, Ni, Se, Ag, Tl, and Zn)

Upon receipt of the analytical results we will review and compare both sets of results and prepare a letter report documenting the findings.

4. Additional Project Needs

- a. Based on the 30% comments from the UP if we aren’t allowed to use our caisson wall as the bridge abutment then the design team will need to redesign the structure and pier.
  - i. Possible re-design of abutments and piers to utilize drilled caisson supported abutments/pier caps separate from caisson wall system
  - ii. This would lengthen the bridge span and require significant re-design of superstructure and track including a new analysis of the revised structure – possible impacts on structure depth and minimum vertical clearance need to be investigated.
- b. Additional geotechnical borings. If the UPRR requires the structure to move or requires the Geotech borings to be on the structure abutment, then Shannon and Wilson will have to go back on-site for additional geotechnical borings. This is not anticipated, and the UP has not commented on this previously. This scope item is simply a place holder for preauthorization.

### **Assumptions & Exclusions**

Muller's proposed scope of services and fee is based on the following assumptions and exclusions. Should any of these turn out to be inconsistent with the ultimate project requirements, additional fees will be required.

The following items are not included in this Scope of Services.

- a. Hydrologic analysis of existing springs and wells
- b. Environmental research related to existing springs and wells
- c. Water rights attorneys
- d. Lincoln Academy internal parking and circulation design
- e. Design and coordination support for contested PUC applications
- f. Court and hearing time with the PUC application
- g. Multiple PUC applications
- h. Additional revisions to the UPRR structure not detailed in the scope above.
- i. Support for bid services of plan package if SEMA is not the awarded contractor
- j. It is assumed SEMA (the selected CMGC contractor) will remain the contractor throughout the project
- k. Profiling of any private utilities
- l. Utility construction oversight/oversight of utility relocations during construction. This work is assumed to be done by Ulteig or the City of Arvada
- m. It is assumed Ulteig, who was hired as the City's project representative, will remain the City's project representative throughout the project
- n. Design prepared to date will be subject to one (1) Value Engineering review by SEMA and Ulteig prior to the 30% design levels on bridge and structure items.
- o. It is assumed The UP review process will continue on from the current status to 30%, 90% and 100% submittals. Resubmission of 10% (concept) and/or 25% field meetings (formally referred to as a diagnostic meeting) are not included in this scope of work.
- p. We have not included pricing for a 60% submittal, if that is required it will be at an additional fee.
- q. This work does not include any structural design needed for walls at the Grange, Lincoln Academy, or structural support for designing of fencing caissons or other structures associated with the noise fences along the project. Those fences and walls are assumed to be redi-rock products and the final design will be performed by the contractors wall sub.
- r. Muller and HDR will assume that RFI/submittals related to similar items across multiple construction packages will be reused to reduce the efforts on these tasks. If the actual work needed during construction exceeds the assumed increase in this scope and fee then the project team will work with the City to adjust our efforts or increase the fee to handle those needs.
- s. For task 3e. the following are assumed:
  - i. The excavator and security fencing will be provided by others.



- ii. Erecting temporary fencing around the test pit will be acceptable to leave unattended overnight.
- iii. All borings are anticipated to be on the City of Arvada right of way.
- iv. Damage to City of Arvada lawn (including ruts caused form excavation equipment) will be repaired by others.
- v. Excess soil excavated will be piled on to the backfilled test pit.
- vi. For both the finger print analysis and soil disposal, we included up to 20 hours engineering analysis for analytical test results review, characterization, and preparation of a geotechnical letter.

Muller will continue to invoice in accordance with the original contract for West 72nd Avenue Between Kipling Street and Simms Street with the following modifications:

Billed hourly rates will be adjusted throughout the contract performance period to reflect updates to direct hourly wages and overhead.

Should the scope of work required to complete the project exceed that listed in the attached fee (due to schedule changes, client requests, complexity or general evolution of the project, review agency requirements, etc.) Muller will inform you of the scope change and required fee adjustment so a contract amendment can be prepared.





CLIENT: City of Arvada

PROJECT: West 72nd Avenue – Kipling Street to Simms Street Project NO. 18-ST-30 Attachment 2  
Change Request 3: Construction Manager General Contractor (CMGC) Support and Additional Services

PROJECT FEE ESTIMATING SHEET

Prepared by: GCM  
Checked by: BJF



Proposal No. 918.43  
Date 12/26/2020  
Proposed Total Fee \$913,459

| Task No. | Task Description                                         | TIME (HOURS)         |                     |                    |                    |                    |                     |                      |                    |            |                   |                   |             |             |                 | EXPENSES  |                  |                     |                    |                 |       |       | TOTALS       |            |               |               |
|----------|----------------------------------------------------------|----------------------|---------------------|--------------------|--------------------|--------------------|---------------------|----------------------|--------------------|------------|-------------------|-------------------|-------------|-------------|-----------------|-----------|------------------|---------------------|--------------------|-----------------|-------|-------|--------------|------------|---------------|---------------|
|          |                                                          | PM 7 Utilities \$181 | PM 6 Drainage \$166 | PM 6 Roadway \$166 | PE 6 Traffic \$166 | PE 5 Roadway \$142 | PE 4 Drainage \$142 | PE 4 Utilities \$133 | PE 4 Roadway \$133 | DE 2 \$110 | DE 1 Roadway \$99 | DE 1 Traffic \$99 | CADD 3 \$99 | ADMIN \$116 | PROJ COORD \$92 | HDR       | Shannon & Wilson | Harris Kocher Smith | Goodbee and Assoc. | Travel/ Mileage | Repro | Misc. | Time (Hours) | Labor (\$) | Expenses (\$) | Subtotal (\$) |
|          |                                                          |                      |                     |                    |                    |                    |                     |                      |                    |            |                   |                   |             |             |                 |           |                  |                     |                    |                 |       |       |              |            |               |               |
| 1        | Additional project support for CMGC delivery method      |                      |                     |                    |                    |                    |                     |                      |                    |            |                   |                   |             |             |                 |           |                  |                     |                    |                 |       |       |              |            |               |               |
| 1.a      | CMGC project coordination                                |                      |                     |                    |                    |                    |                     |                      |                    |            |                   |                   |             |             |                 |           |                  |                     |                    |                 |       |       |              |            |               |               |
| 1.a.i    | Project kickoff meeting                                  |                      | 2                   | 6                  |                    |                    |                     |                      | 6                  |            |                   | 2                 |             |             |                 | \$1,100   | \$750            |                     | \$500              | \$20            |       |       | 16           | \$2,324    | \$2,370       | \$4,694       |
| 1.a.ii   | Weekly design team meetings                              |                      | 63                  | 250                |                    |                    |                     |                      | 175                | 250        |                   | 60                |             |             |                 | \$66,900  | \$12,900         |                     | \$7,000            | \$350           | \$100 | 798   | \$108,673    | \$87,250   | \$195,923     |               |
| 1.a.iii  | Weekly utility meetings                                  |                      |                     | 40                 |                    |                    |                     |                      |                    |            |                   |                   |             |             |                 |           |                  |                     | \$4,200            | \$200           |       | 40    | \$6,640      | \$4,400    | \$11,040      |               |
| 1.a.iv   | Weekly City coordination meetings                        |                      |                     | 40                 |                    |                    |                     |                      |                    |            |                   |                   |             |             |                 |           |                  |                     |                    | \$200           |       | 40    | \$6,640      | \$200      | \$6,840       |               |
| 1.a.v    | Scheduiling Meetings                                     |                      |                     | 10                 |                    |                    |                     |                      |                    |            |                   |                   |             |             |                 |           |                  |                     |                    |                 |       | 10    | \$1,660      | \$0        | \$1,660       |               |
| 1.a.iv   | VE Workshops                                             |                      |                     | 20                 |                    |                    |                     |                      | 20                 |            |                   |                   |             |             |                 | \$1,500   |                  |                     |                    | \$30            | \$100 | 40    | \$5,980      | \$1,630    | \$7,610       |               |
| 1.b      | Project Management                                       |                      |                     |                    |                    |                    |                     |                      |                    |            |                   |                   |             |             |                 |           |                  |                     |                    |                 |       |       |              |            |               |               |
| 1.b.i    | Additional project duration                              |                      |                     | 24                 |                    |                    |                     |                      |                    |            |                   |                   |             | 10          |                 | \$1,500   | \$3,000          |                     | \$1,100            |                 | \$25  | 34    | \$4,904      | \$5,625    | \$10,529      |               |
| 1.b.ii   | Additional project duration admin                        |                      |                     |                    |                    |                    |                     |                      |                    |            |                   |                   | 60          | 20          |                 | \$2,000   |                  |                     | \$500              |                 | \$50  | 80    | \$8,800      | \$2,550    | \$11,350      |               |
| 1.b.iii  | File management                                          |                      |                     | 10                 |                    |                    |                     |                      | 25                 | 70         |                   | 90                |             |             |                 |           |                  |                     |                    |                 |       | 195   | \$21,595     | \$137      | \$21,732      |               |
| 1.c      | Repackaging                                              |                      |                     | 15                 | 10                 | 50                 |                     |                      | 50                 | 50         | 50                | 100               |             |             |                 | \$49,000  | \$3,000          |                     | \$16,500           |                 | \$50  | 325   | \$38,250     | \$68,550   | \$106,800     |               |
| 1.d      | Design support for CMGC phase                            |                      | 100                 | 50                 | 10                 | 70                 | 32                  |                      | 100                | 180        | 130               | 20                | 225         |             |                 | \$111,000 | \$9,000          |                     |                    |                 |       | 917   | \$111,269    | \$120,000  | \$231,269     |               |
| 1.e      | Additional construction support                          |                      |                     |                    |                    |                    |                     |                      |                    |            |                   |                   |             |             |                 |           |                  |                     |                    |                 |       | 0     | \$0          | \$0        | \$0           |               |
| 2        | Additional Railroad Coordination and Design Changes      |                      |                     |                    |                    |                    |                     |                      |                    |            |                   |                   |             |             |                 |           |                  |                     |                    |                 |       |       |              |            |               |               |
| 2.a      | Addressing RR Underpass Rejection                        |                      |                     | 80                 |                    |                    |                     |                      | 35                 | 15         |                   |                   | 25          |             |                 | \$15,000  |                  |                     |                    |                 |       | 155   | \$22,060     | \$15,000   | \$37,060      |               |
| 2.b      | Additional PUC application efforts                       |                      |                     | 50                 |                    |                    |                     |                      | 15                 |            |                   |                   | 15          |             |                 | \$12,000  |                  |                     |                    |                 |       | 80    | \$11,780     | \$12,000   | \$23,780      |               |
| 2.c      | Additional project duration and coordination with the RR |                      | 10                  | 60                 |                    |                    |                     |                      | 50                 | 15         | 15                |                   |             | 25          | 15              | \$20,000  |                  |                     |                    |                 |       | 190   | \$25,685     | \$20,000   | \$45,685      |               |
| 2.d      | 30% RR comments on bridge and track design               | 10                   |                     | 120                |                    | 25                 |                     | 30                   | 200                | 30         | 100               |                   | 140         |             |                 | \$30,000  | \$2,500          | \$2,500             |                    |                 |       | 655   | \$82,930     | \$35,000   | \$117,930     |               |
| 3        | Additional project needs                                 |                      |                     |                    |                    |                    |                     |                      |                    |            |                   |                   |             |             |                 |           |                  |                     |                    |                 |       |       |              |            |               |               |
| 3.a      | Additional legal exhibits                                |                      |                     | 5                  |                    | 5                  |                     |                      |                    |            | 5                 |                   |             |             |                 |           |                  | \$8,250             |                    |                 |       | 15    | \$2,035      | \$8,250    | \$10,285      |               |
| 3.b      | Additional Public Open House                             |                      |                     | 25                 |                    |                    |                     |                      | 5                  |            | 10                |                   |             |             |                 |           |                  |                     |                    |                 |       | 40    | \$5,805      | \$0        | \$5,805       |               |
| 3.b      | Utility staking                                          |                      |                     | 2                  |                    |                    |                     |                      | 5                  |            | 10                |                   |             |             |                 |           |                  | \$12,500            | \$1,500            | \$30            | \$100 | 17    | \$1,987      | \$14,130   | \$16,117      |               |
| 3.c      | Coordination support with spring owners                  |                      | 50                  | 40                 |                    | 15                 |                     |                      | 30                 | 100        |                   |                   | 15          |             |                 |           | \$8,000          |                     |                    |                 |       | 250   | \$33,545     | \$8,000    | \$41,545      |               |
| 3.d      | Additional analytical testing (finger print analysis)    |                      |                     | 4                  |                    |                    |                     |                      | 8                  |            |                   |                   |             |             |                 |           | \$4,050          |                     |                    | \$27            |       | 12    | \$1,728      | \$4,077    | \$5,805       |               |
|          | Total Hours                                              | 10                   | 225                 | 851                | 20                 | 165                | 32                  | 30                   | 724                | 710        | 320               | 20                | 672         | 85          | 45              | -         | -                | -                   | -                  | -               | -     | -     | 3864         | -          | -             | -             |
|          | Total Labor                                              | \$1,810              | \$37,350            | \$141,266          | \$3,320            | \$23,430           | \$4,544             | \$3,990              | \$96,292           | \$78,100   | \$31,680          | \$1,980           | \$66,528    | \$9,860     | \$4,140         | -         | -                | -                   | -                  | -               | -     | -     | -            | \$504,290  | -             | -             |
|          | Total Expenses                                           | -                    | -                   | -                  | -                  | -                  | -                   | -                    | -                  | -          | -                 | -                 | -           | -           |                 | \$310,000 | \$43,200         | \$23,250            | \$31,300           | \$857           | \$425 | \$137 | -            | -          | \$409,169     | -             |
|          | Total                                                    | -                    | -                   | -                  | -                  | -                  | -                   | -                    | -                  | -          | -                 | -                 | -           | -           |                 | -         | -                | -                   | -                  | -               | -     | -     | -            | -          | -             | \$913,459     |
| 4        | Additional Services if Needed                            |                      |                     |                    |                    |                    |                     |                      |                    |            |                   |                   |             |             |                 |           |                  |                     |                    |                 |       |       |              |            |               |               |
| 4.a      | Redesign UPRR Bridge                                     |                      |                     | 24                 |                    | 5                  |                     |                      | 50                 |            | 60                |                   | 50          |             |                 | \$120,000 |                  |                     |                    |                 |       | 189   | \$22,234     | \$120,000  | \$142,234     |               |
| 4.b      | Additional Geotechnical Borings                          |                      |                     | 10                 |                    |                    |                     |                      | 10                 |            |                   |                   | 5           |             |                 |           | \$55,000         |                     |                    |                 |       | 25    | \$3,485      | \$55,000   | \$58,485      |               |
|          | Total Hours                                              | 0                    | 0                   | 34                 | 0                  | 5                  | 0                   | 0                    | 60                 | 0          | 60                | 0                 | 55          | 0           | 0               | -         | -                | -                   | -                  | -               | -     | -     | 214          | -          | -             | -             |
|          | Total Labor                                              | \$0                  | \$0                 | \$5,644            | \$0                | \$710              | \$0                 | \$0                  | \$7,980            | \$0        | \$5,940           | \$0               | \$5,445     | \$0         | \$0             | -         | -                | -                   | -                  | -               | -     | -     | -            | \$25,719   | -             | -             |
|          | Total Expenses                                           | -                    | -                   | -                  | -                  | -                  | -                   | -                    | -                  | -          | -                 | -                 | -           | -           |                 | \$120,000 | \$55,000         | \$0                 | \$0                | \$0             | \$0   | -     | -            | -          | \$175,000     | -             |
|          | Total                                                    | -                    | -                   | -                  | -                  | -                  | -                   | -                    | -                  | -          | -                 | -                 | -           | -           |                 | -         | -                | -                   | -                  | -               | -     | -     | -            | -          | -             | \$200,719     |



## REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM  
8.A.8.

TO: THE HONORABLE CITY COUNCIL

DATE: January 25, 2021

SUBJECT: R21-020 A Resolution Authorizing a Small Cell Facilities Master License Agreement By and Between the City of Arvada and SQF, LLC

### **Report in Brief**

To manage and regulate the installation of new Wireless Communication Facilities networks within Arvada Right-of-Way (otherwise known as "Small Cells"), each provider shall complete a Master License Agreement (MLA) with the City of Arvada prior to installation. SQF, LLC is requesting approval of the attached MLA.

The Arvada team recommends that City Council approve R21-020, A Resolution Authorizing a Small Cell Facilities Master License Agreement By and Between the City of Arvada and SQF, LLC.

### **Financial Impact**

There is no Financial impact is associated with the recommended action.

### **Background**

As demand for added capacity and services for wireless communication facilities continues to increase, wireless providers are developing ways to improve their network and services for customers. The latest such technology is the advancement of the "small cell" networks used to enhance the capacity within high demand areas of the current larger "macro" sites and to provide added capacity in locations where a lack of capacity in services and coverage currently exists. In addition, with the future development of Smart City technologies, the small cell networks continue to grow in size and capacity.

Once the MLA has been approved for each wireless communication facility provider, the Supplemental Site Permits may be processed through an administrative approval process with periodic updates to City Council as to location and quantity of the network expansion.

City Council previously approved MLA's for Zayo, AT&T, and Verizon. This current MLA is in conformance with our standard template and the previously approved MLA's.

### **Discussion**

In addition to the larger "macro" sites that are typically constructed on private property, the small cell facilities will be located within the public right-of-way and each will provide services to a relatively small area. Based on the MLA, it shall be first priority to locate the small cell facility on existing third-party poles, such as Xcel owned street lights. Second priority shall be to install new poles to be owned by the wireless provider and lowest on the priority list shall be the utilization of the city's traffic signal poles and/or the use of overhead lines strung between existing poles. Each site shall be evaluated on a case-by-case basis through the administrative Supplemental Site Permit process. Both the macro and small cell wireless communication facilities are regulated by the Federal Communications Commission (FCC). Over the past several years the FCC has passed several rulings that limit local governmental control of these facilities, in favor of the wireless providers. Such rulings have set "shot clock" restrictions that limit the amount of time in which these applications may be acted upon and with the macro sites, requires the City to approve "insubstantial changes" as defined by the FCC.

In September 2018, the FCC passed a ruling on Small Cells. This ruling limits the amount of fees that can be charged and set the shot clocks to 60 days for co-locating on existing structures and 90 days for new builds. Should these restrictions not be met (eg. excessive costs for under-grounding or exceeding the shot clock time frames), then wireless providers may seek expedited injunctive relief through the courts.

While municipalities are required by the FCC to allow these facilities in the public rights-of-way, evaluation of each site for aesthetic consideration to reduce the visual impact and encourage neighborhood compatibility is allowed. Metal poles shall be utilized as much as possible with wood poles to be utilized in limited locations only where installation of metal poles would be costly due to the need for under-grounding of overhead transmission wires currently attached to existing poles. The Council should note that Section 3 of the MLA summarizes conditions associated with the permits, construction, operation and maintenance of the wireless sites within the public right-of-way. In addition, Exhibit A, the Supplemental Site Permit, incorporates the terms and conditions of the MLA into each site permit and Attachment 1 documents the location of each small cell site and describes the specific site conditions. Finally, Exhibit B summarizes all Federal requirements, establishes the Operational and Design Criteria which will support neighborhood compatibility and address aesthetic considerations. The Arvada team believes the MLA strikes the appropriate balance between meeting FCC requirements and working with providers to allow small cell sites within the public right-of-way in a manner that does not diminish community and neighborhood aesthetics.

### **Public Contact**

Posting of the City Council agenda.

### **Commission Recommendation**

N/A

### **Strategic Alignment**

The Strategic Plan supports community safety as a priority area. Providing good wireless communication networks will help to ensure quality communication services thereby increasing community safety. In addition, the Strategic Plan identifies building and maintaining infrastructure networks as an important element in Arvada's future economic growth. While not specifically identified in the strategic plan, the small cell networks will be an added layer of infrastructure improvements that will provide increased opportunities for business and residents throughout the City.

### **Alternative Courses of Action**

Based on recent Federal Communication Commission (FCC) rulings, municipalities have a limited ability to control small cell network deployments and are required to accommodate these network installations within the public rights-of-way.

### **Recommendation for Action**

The Arvada team recommends that City Council approve R21-020, A Resolution Authorizing a Small Cell Facilities Master License Agreement By and Between the City of Arvada and SQF, LLC.

### **Suggested Motion:**

I move that R21-020, A Resolution Authorizing a Small Cell Facilities Master License Agreement By and Between the City of Arvada and SQF, LLC, be (approved) (rejected).

Prepared by:  
Linda Hoover, Senior Planner



Reviewed by:

Approved by:

|                                                                 |           |
|-----------------------------------------------------------------|-----------|
| Josie Suk, Development Systems and Administrative Manager       | 1/5/2021  |
| Robert Smetana, Manager of City Planning and Development        | 1/5/2021  |
| Ryan Stachelski, Director of Community and Economic Development | 1/5/2021  |
| Gail Walker, Legal Specialist-Contracts                         | 1/6/2021  |
| Rachel Morris, City Attorney                                    | 1/13/2021 |
| Lorie Gillis, Deputy City Manager                               | 1/13/2021 |
| Mark Deven, City Manager                                        | 1/14/2021 |

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R21-020

A RESOLUTION AUTHORIZING A SMALL CELL FACILITIES  
MASTER LICENSE AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND  
SQF, LLC

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, a Small Cell Facilities Master License Agreement, which is in substantially the same form as that attached hereto, by and between the City of Arvada and SQF, LLC.

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

APPROVED AND ADOPTED this 25th day of January, 2021.

\_\_\_\_\_  
Marc Williams, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: \_\_\_\_\_

## SMALL CELL FACILITIES MASTER LICENSE AGREEMENT

THIS SMALL CELL FACILITIES MASTER LICENSE AGREEMENT (“Agreement”) is entered into this \_\_\_ day of \_\_\_\_\_, 2020 (“Effective Date”), by and between the City of Arvada, Colorado (“Licensor”) and SQF, LLC, a Delaware limited liability company with its principal office located at 16 Middle Street, 4<sup>th</sup> Floor, Portland, Maine 04101 (“Company”).

### RECITALS

A. The Company owns and/or controls, maintains and operates a wireless and fiber communications Network (as defined in Section 1.4 below) that serves its customers, including wireless carrier customers.

B. For purposes of operating the Network, the Company wishes to locate, place, attach, install, operate, control, and maintain Small Cell Facilities in the Public Rights-of-Way (as defined in Sections 1.13 and 1.12, respectively, below) (“PROW”).

C. The Licensor is the owner of PROW, streets, utility easements and similar property rights, as well as certain municipal facilities located in the public rights-of-way situated within the city limits of Arvada, Colorado.

D. The Company agrees to comply with Licensor’s PROW and land use requirements and all provisions of Applicable Laws.

### SECTION 1. DEFINITIONS

For the purpose of this Agreement, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning. The word “shall” is always mandatory and not merely discretionary. To the extent this Agreement refers to terms that are defined in Part III, Section 10.3 and any other applicable provisions of the Arvada Municipal Code, as amended, those definitions shall apply.

- 1.1 “Affiliate” means any entity that, directly or indirectly controls, is controlled by, or is under common control with, the Company. Affiliate includes (i) any entity in which the Company holds a controlling or similar interest; (ii) any entity which holds a controlling equity or similar interest in the Company; (iii) any entity under common control with the Company.
- 1.2 “Applicable Laws” means any statutes, constitutions, charters, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, franchises, administrative orders, certificates, orders, or other requirements of the Licensor or other governmental or judicial authority

having the force and effect of law that determines the legal standing of a matter relating to the parties and/or this Agreement.

- 1.3 “Concealment” means meeting the design standards set forth in Exhibit B, Section B; or, a facility that uses elements of a stealth design intended to make the facility look like something other than a wireless tower or base station. Language such as “stealth,” “camouflage,” or similar in any permit or other document required under this Agreement is included in this definition.
- 1.4 “Emergency” means any event which may threaten public health or safety, or that results in an interruption in the provision of service, including but not limited to damaged or leaking water or gas conduit systems, damaged, obstructed or leaking sewer or storm drain conduit systems and damaged electrical and communications facilities.
- 1.5 “Equipment” means Small Cell antennas and other wireless communications equipment utilizing small cell technology that is specifically identified, described, and approved by the Licensor as set forth in Attachment 1, Table 2 attached to each Site Supplement (as defined below) and includes, but is not limited to, nodes, antennas, fiber optic cable, coaxial cable, wires, frequencies, technology, conduits and pipes, a pole, and associated and appurtenant equipment on the pole or on the ground deemed by Company necessary to operate the Wireless Site and uses intended thereto.
- 1.6 “FCC” means the Federal Communications Commission.
- 1.7 “Interference” means physical interference where equipment, vegetation, or a structure causes reduced use of another’s prior mounted equipment, or an obstruction in a necessary line-of-sight path and/or radio frequency interference where the emission or conduction of radio frequency energy (or electronic noise) produced by electrical and electronic devices at levels that interfere with the operation of adjacent or nearby equipment.
- 1.8 “Network” or collectively “Networks” means one or more of the wireless and fiber-based communications facilities operated by the Company to serve its wireless carrier customers in the City of Arvada.
- 1.9 “Owner” means a person with a legal or equitable interest in ownership of real or personal property.
- 1.10 “Person” means the term defined in Section 1-2 of the Arvada Municipal Code.
- 1.11 “Public Property” means any real property owned by the Licensor other than Public Rights-of-Way.
- 1.12 “Public Rights-of-Way” or “PROW” means the surface, air space above the surface, and the area below any public street, road, highway, freeway, lane, public way, alley, court, sidewalk, boulevard, drive, bridge, tunnel, parkway, or easement now or hereafter held by



the Licensor, or dedicated for use by the Licensor, use by the general public, or use compatible with the service or operations of the Wireless Communications Facilities.

- 1.13 “Small Cell Facility” means a wireless service facility that meets both of the following qualifications:
- (i) Each antenna is located inside an enclosure of no more than three cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than three cubic feet; and
  - (ii) Primary equipment enclosures are no larger than seventeen cubic feet in volume. The following associated equipment may be located outside of the primary equipment enclosure and, if so located, is not included in the calculation of equipment volume: Electric meter, concealment, telecommunications demarcation box, ground-based enclosures, back-up power systems, grounding equipment, power transfer switch, and cut-off switch.
- 1.14 “Supplemental Site Permit” means a document, substantially in the form attached as Exhibit A. Each Wireless Site installation will be subject to a Supplemental Site Permit.
- 1.15 “Wireless Communications Facility” or “WCF” means a facility as defined in Sections 5.2.38 and 10.2 of the Arvada Municipal Code.
- 1.16 “Wireless Site” means a location on Public Rights-of-Way selected for the Company’s deployment of Small Cell Facilities.

## **SECTION 2. GRANT OF AUTHORITY**

- 2.1 Grant of License. The Licensor hereby grants to the Company, a non-exclusive license to use and occupy the PROW throughout the territorial boundaries of the Licensor, as these boundaries may be adjusted from time to time due to annexations, to attach, install, operate, maintain, upgrade, remove, reattach, reinstall, relocate and replace the Small Cell Facilities identified in each Supplemental Site Permit. This grant is subject to the terms, conditions and other provisions set forth in this Agreement and all Applicable Laws. The Company shall install its Small Cell Facilities consistent with the Licensor’s applicable ordinances and regulations. The parties understand and agree that this Agreement is a limited grant of authority subject in all respects to Applicable Law, including without limitation, those regarding the kind, size, height and bulk of structures in the PROW, and further subject to all provisions contained herein, including without limitation, Exhibit B.
- 2.2 Installations on Poles.
- 2.2.1 Small Cell Facilities owned and/or controlled by the Company may be installed only on the following, and in the listed priority: (i) metal third-party poles (such as street light poles or distribution poles) in the PROW under the terms of a fully executed pole attachment agreement with the Owner of such poles (and where metal poles do not exist in the surrounding area, the Licensor will consider installations on wood poles on a case-

by-case basis), (ii) on metal street lighting poles in the PROW approved for street lighting purposes by the Licensor that are purchased by the Company, (iii) in instances where no other reasonable opportunity for attachment exists other than traffic signal poles, on the Company's proprietary poles newly installed in the PROW, (iv) Licensor's traffic signal poles in the PROW under the terms of this Agreement, or (v) strung on wires between existing poles. The Company shall be responsible for complying with all obligations under this Agreement regarding Equipment, irrespective of ownership of or title to such Equipment. Subject to the exception described below, all Small Cell Facilities shall be installed on poles located at Wireless Sites. For attachments of Small Cell Facilities in the PROW on structures owned by the Licensor, in addition to all obligations of this Agreement, the Company shall be bound by the requirements contained in Exhibit B, and all applicable Licensor rules and regulations, which may be modified by Licensor from time to time. Licensor may suggest a change in these site priorities based upon any factors relevant to a specific site request.

2.2.2 Locations will be prioritized based upon Company's technical and radio frequency needs and construction costs, but in any situation where Company has a choice of Equipment locations, the Parties shall mutually exercise good faith efforts to agree on attachments to poles in the order indicated above, provided that (i) such poles are at least equally suitable functionally for the operation of Company's network and (ii) the construction and installation burdens associated with such attachment over the length of the Term are equal to or less than Company's burdens to attach to a pole in the category(ies) below it.

2.3 License Term. The initial term of this Agreement shall commence upon the Effective Date and shall expire fifteen (15) years from the Effective Date (the "Term"), unless renewed as herein provided in Section 7.2. The term of each Supplemental Site Permit shall be concurrent with the term of this Agreement; provided, however that the minimum term of a Supplemental Site Permit shall be five (5) years. If the Term of this Agreement expires before the end of any five (5) year Supplemental Site Permit term, this Agreement shall remain in effect only with respect to any Supplemental Site Permit through the end of such Supplemental Site Permit's term.

2.4 Conditions. The rights afforded to the Company under this Section 2 are granted subject to the conditions herein provided, the applicable attachments to this Agreement, and all Applicable Laws. In the event of any conflict between this Agreement, including the Exhibits, and the Arvada Municipal Code as it exists on the effective date of this Agreement, the Arvada Municipal Code prevails, except as federal or state law may preempt or act to modify the Arvada Municipal Code at present or in the future. Future amendments to the Arvada Municipal Code shall also prevail in the case of any conflict



with any provisions of this Agreement and any Exhibits, except as federal or state law may preempt or act to modify the Arvada Municipal Code.

- 2.5 Non-Exclusive License. The Company's right to use and occupy the PROW and attach to structures therein shall not be exclusive. The Licensor reserves the right to grant a similar use to itself or any Person at any time.
- 2.6 Waiver of Claims. In consideration for the rights granted under this Agreement, the Company waives all claims, demands, causes of action, and rights it may assert against the Licensor and its officials, personnel, agents, and representatives because of any loss, damage, or injury to any Small Cell Facilities, or any loss or degradation of service resulting from the installation, operation, maintenance or malfunction of Small Cell Facilities regardless of cause, except as provided in Section 5 and except with respect to claims, demands, causes of action and rights the Company may assert against the Licensor and its officials, personnel, agents, and representatives in connection with their negligence and willful misconduct.
- 2.7 No Interest in Public Property or PROW. Nothing under this Agreement shall be interpreted to create or vest in the Company any easement or other ownership or property interest to any Public Property or PROW or constitute an assignment of any Licensor's rights to Public Property or PROW. The Company shall, at all times, be and remain a licensee only.
- 2.8 No Illegal Activity Permitted. The Company shall not use or permit the Wireless Sites or Licensor-owned infrastructure to be used for any activity violating any Applicable Laws.
- 2.9 Sub-Tenants and Sub-Licensees of Company. The parties understand and agree that the Company intends to provide access to the Wireless Sites to its customers through leases, licenses or similar agreements. The Company shall require in its agreements with its customers that its customers agree to be subject to all terms, conditions and obligations of this Agreement as they may relate to the customers' use of the Wireless Sites and that the customers shall further comply with all Applicable Laws. The parties acknowledge and agree that Company's provision of service may include "turnkey service" whereby Company installs equipment to which its customer owns legal title. As part of "turnkey service," Company (including its contractors and agents) will be the responsible party for all of the operation, repair and maintenance of such equipment under this Agreement. If a Company customer desires to operate, repair and maintain such equipment it is understood that such customer must first obtain a Master License Agreement from the City.

### **SECTION 3. PERMITS, CONSTRUCTION, OPERATION AND MAINTENANCE IN THE PUBLIC RIGHTS-OF-WAY**

- 3.1 License Requirement/Processing Fees. Each Wireless Site will be subject to a Supplemental Site Permit pursuant to the terms and conditions of this Agreement. The Company may terminate any Supplemental Site Permit for convenience at its discretion, subject to all obligations for removal of Small Cell Facilities, restoration of the Wireless



Site and any other applicable conditions of law related to such termination. The Company shall also submit processing fees to the Licensor for each Supplemental Site Permit, which fees are non-refundable, are comparable to Licensor's fees for similar permits in order to allow the City to recover its costs of the permitting process and may be modified in the future to be consistent with fees then imposed on like activities. The Company shall also submit such other information as may be reasonably requested by the Licensor.

- 3.2 Permitted Use of PROW. Subject to Section 2.4, PROW may be used by the Company, seven (7) days a week, twenty-four (24) hours a day, only for the Wireless Sites and attachment, installation, maintenance, upgrade, removal, reattachment, reinstallation, relocation, replacement, use and operation of Small Cell Facilities and not for any other purpose. It is understood that the purpose for installing Small Cell Facilities at designated Wireless Sites in the PROW is to augment Network capacity otherwise provided through the installation of other WCFs, such as traditional tower structures and related fiber backhaul.

3.3 Application and Approval of Wireless Sites.

3.3.1 The Company shall file with the Licensor Supplemental Site Permits for proposed Wireless Sites for which the Company is seeking administrative approval. The Company may file a multi-site permit seeking approval of up to ten (10) Supplemental Site Permits for Small Cell Facilities under this Agreement at a given time. Each Wireless Site shall be processed as a separate Supplemental Site Permit in order to facilitate recording site addresses, utility company requirements, and timely inspection scheduling. Each Supplemental Site Permit request must include information on (i) the Owner of the pole upon which the Small Cell Facility is proposed to be installed; (ii) where poles are owned by a third party, a letter of authorization from the Owner of the poles confirming that Company has authority to make the requested attachment(s); and (iii) such other information as set forth on Exhibit A, which may, in the Licensor's sole discretion, be modified from time to time to meet the needs of the Licensor. If the Small Cell Facility is proposed in rights-of-way owned by another governmental entity, a copy of the agreement authorizing the Company access to that right-of-way is also required. Upon filing of a complete request for a Supplemental Site Permit, the Licensor shall process the request within thirty (30) days, or within such other time as designated by Applicable Law, and shall render a final decision within ninety (90) days of a complete request. By submitting an application for a Supplemental Site Permit, the Company agrees to comply with Licensor's design standards and acknowledges that the Small Cell Facility that is the subject of such Permit shall be concealed as defined herein.

3.3.2 For installations, construction, operation, maintenance, and removal of Small Cell Facilities, the Company shall obtain all generally applicable permits that are required of all occupants of the PROW in accordance with Applicable Law. The Licensor shall process all permit applications in a non-discriminatory and competitively neutral manner.



- 3.3.3 Upon finding that a request for a Supplemental Site Permit is complete, the Licensor will verify whether the location (and any existing pole) identified by the Company as a Wireless Site is within the PROW. If it is not, then the request would be outside the scope of this Agreement.
- 3.3.4 Modification. Notwithstanding anything in this Agreement to the contrary, modifications shall be subject to permitting required under Applicable Laws, but shall not be subject to additional Licensor approval, to the extent that: (i) such modification to WCFs involve only substitution of internal components, and does not result in any change to the external appearance, dimensions, or weight of the WCF, change in loading impacts on the pole as approved by the Licensor or impact to multi-modal traffic flow; or (ii) such modification involves replacement of the WCF with a WCF that is the same or smaller in weight and dimensions as the approved WCF and does not impact multi-modal traffic flow.
- 3.4 Utilities. The Company will be responsible for telephone, electric and any other utility service used or consumed by the Company in connection with its Small Cell Facilities. In no event will the Company secure its utilities by sub-metering from the Licensor.
- 3.5 Duty to Minimize Interference. The Company shall not impede, obstruct or otherwise interfere with the installation, existence or operation of any other facility in the PROW, including but not limited to sanitary sewers, water mains, storm water drains, gas mains, traffic signals and/or utility poles, Licensor-owned street lights, aerial and underground electrical infrastructure, cable television and telecommunication wires, public safety and Licensor networks, and other telecommunications, utility, or Public Property. All Company activities in the PROW shall be carried on as to minimize interference with the use of the PROW and with the use of private property, in accordance with all regulations of the Licensor necessary to provide for and protect public health, safety and convenience.
- 3.6 Relocations.
- 3.6.1. The Licensor shall have the right to require the Company and its customers to relocate, remove, replace, modify or disconnect Small Cell Facilities located in the PROW for public purposes, in the event of an emergency, or when the public health, safety or welfare requires such change (for example, without limitation, by reason of traffic conditions, public safety, PROW vacation, PROW construction, change or establishment of PROW grade, installation of sewers, drains, electric lines, gas or water pipes, conduits, cables, or any other types of structures or improvements approved by the Licensor for public purposes). Such work shall be performed at the Company's expense. The Licensor also reserves the right to make full use of the property involved as may be necessary or convenient, and the Licensor retains all rights to operate, maintain, install, repair, remove, replace or relocate any of its facilities located within the Licensor's property at any time and in such a manner as it deems necessary or convenient. Except during an emergency or for public safety purposes, the Licensor shall provide reasonable notice to the Company, of not less than sixty (60) days, and allow the Company the opportunity to perform any relocation, removal, replacement, modification or disconnection of the Small



Cell Facilities located in the PROW. Within sixty (60) days written notice from the Licensor, the Company shall relocate, remove, replace, modify or disconnect any of its Small Cell Facilities within any PROW. If the Licensor requires the Company to relocate its Small Cell Facilities located within the PROW, the Licensor shall make a reasonable effort to provide the Company with an alternate location within the PROW. During such relocation, if necessary, in the Company's reasonable determination, and consistent with any applicable permit requirements, it may place a temporary installation in the PROW (e.g. cell-on-wheels).

- 3.6.2. If the Company fails to complete the relocation within the sixty (60) day period and to the Licensor's satisfaction, the Licensor may remove the Small Cell Facilities or otherwise cause such work to be done and bill the cost of the work to the Company, including all costs and expenses incurred by the Licensor due to the Company's delay. In such event, the Licensor shall not be liable for any damage to any portion of the Network other than damage caused by the Licensor's negligence or willful misconduct. The Company shall make full payment to the Licensor within thirty (30) days of receipt of an itemized list of such costs.
- 3.7 Duty to Repair. Any PROW, Public Property or private property that is disturbed or damaged during, or as a result of, the construction, reconstruction, repair, replacement, removal, relocation, operation or maintenance of any Small Cell Facilities by the Company or its agents or contractors shall be promptly repaired to the reasonable satisfaction of the Licensor by the Company at its sole expense. The Company must provide written notification to the Licensor within 24 hours of the damage and report corrective activities after completion to the Licensor.
- 3.8 Inventory of Wireless Sites. The Company shall maintain a current inventory of Wireless Sites governed by this Agreement throughout the Term. Upon written request of the Licensor, which request may be made once per calendar year, the Company shall provide to the Licensor a copy of the inventory of Wireless Sites governed by this Agreement within 60 days of such request. The Licensor inventory from the Company shall include roadway intersection (if applicable), GIS coordinates along with Latitude and longitude decimal degrees for each location, Wireless Site address (meter – as assigned by Licensor), date of installation, the Company Site ID #, type of pole used for installation, pole Owner, and description/type of installation for each Wireless Site Small Cell Facility installation. Concerning Wireless Sites that become inactive, the inventory shall include the same information as active installations in addition to the date the Wireless Site was deactivated and the date the Small Cell Facility was removed from the PROW. The Licensor will compare the inventory to its records to identify any discrepancies.
- 3.9 Unauthorized Installations. If there are any unauthorized Wireless Sites identified by the Licensor as a result of comparing the inventory of Wireless Sites to internal records or through any other means, the Licensor shall provide written notice to the Company of such unauthorized Wireless Site and the Company shall have thirty (30) days thereafter in which to submit an application request for a Supplemental Site Permit for that location, or alternatively to remove the Small Cell Facilities and restore the property at the Company's expense. If the Company fails to submit a request for a Supplemental Site

Permit, or if the request is denied, the Company shall remove the Small Cell Facilities from the PROW and restore the property at its expense within thirty (30) days, unless a different time period is agreed to by the parties. If the request is approved, the Company must pay the required fees for a new Small Cell Facility site plus interest at the rate of two percent (2%) per annum from the date of the original installation.

3.10 Signal Interference Prohibited.

3.10.1 Notice; Company Response. In the event any Small Cell Facilities interfere with the Licensor's traffic signal system, public safety radio system, or other Licensor communications infrastructure operating on spectrum where the Licensor is legally authorized to operate, the Company will respond to the Licensor's request to address the source of the interference as soon as practicable, but in no event later than twenty-four (24) hours of receiving such request, pursuant to protocol outlined in Section 3.10.2 below, and shall follow the escalation process outlined in Section 4 of this Agreement.

3.10.2 Response Protocol. The protocol for responding to events of interference will require the Company to provide the Director of Public Works an interference remediation report that includes the following items:

3.10.2.1 Remediation Plan. Devise a remediation plan to stop the event of interference;

3.10.2.2 Time Frame for Execution. Provide the expected time frame for execution of the remediation plan; and

3.10.2.3 Additional Information. Include any additional information relevant to the execution of the remediation plan.

3.10.3 Removal; Relocation. In the event interference with Licensor's facilities cannot be eliminated, the Company shall shut down the Small Cell Facilities and pursuant to Section 3.6 remove or relocate any Small Cell Facility that is the source of the interference to a suitable alternative location.

3.10.4 No Interference. The Company's Small Cell Facility Equipment shall be of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of any other entities with Small Cell Facilities located in the PROW. The Licensor agrees that any future authorizations for Small Cell Facilities in the PROW will contain requirements that Small Cell Facility equipment is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing Equipment of the Company.



## SECTION 4. EMERGENCY CONTACTS

- 4.1 Coordination of Emergency Events. In case of an emergency due to interference, failure of traffic signal or utility systems, or any unforeseen events, the Licensor will act to protect the public health and safety of its citizens, and to protect public and private property, notwithstanding any provision in this Agreement. The Licensor will make every reasonable effort to coordinate its emergency response with the Company. To that end, the Licensor will use the following emergency contacts:

4.1.1 Level One Contact: The Company's network operations center may be reached 24/7 at: 207-358-7467 and email: [SQFNotifications@tilsontech.com](mailto:SQFNotifications@tilsontech.com).

4.1.2 Level Two Contact: In the event the Company's network operations center cannot be reached, or the network operations center staff cannot address the emergency situation, the Licensor may contact:

Liza Quinn  
Phone: 207-308-9032  
Email: [lquinn@tilsontech.com](mailto:lquinn@tilsontech.com) or

Alda Lisis  
Phone: 303-913-4313  
Email: [alices@tilsontech.com](mailto:alices@tilsontech.com)

4.1.3 Level Three Contact: In the event the emergency situation calls for a coordinated effort between the Licensor's and Company's management team, the Licensor may contact:

Alexandra Holden  
Phone: 617-304-7501  
Email: [aholden@tilsontech.com](mailto:aholden@tilsontech.com)

4.2 Company's Duty to Maintain Current Emergency Contacts. The Company shall maintain the emergency contact information current at all times with the Director of Public Works or his/her designee.

4.3 Company's Response to Network Emergency. In case of a Network emergency due to any unforeseen event, the Company may access its Wireless Sites and Small Cell Facilities without first obtaining a PROW permit provided the Company has conducted Network trouble-shooting and diagnostic tests and has reasonably identified the point or points of Network failure or malfunction. While acting under this provision to address a Network emergency, the Company shall conduct its activities within the PROW in such a manner as to protect public and private property and to provide the necessary traffic control. The Company shall make every reasonable effort to coordinate its emergency response with the Licensor. To that end, prior to entering the PROW, the Company shall use the following emergency contacts to give notice to the Licensor of the Network emergency and an estimated time period to address the situation:



The Licensor's public safety communications dispatch may be reached 24/7 at: JeffComm Dispatch, 303-980-7300. Contact should also be made to the afterhours Utility Emergency Call line, 720-898-7820.

If contact cannot be made with the Licensor in this manner, the Company shall call 9-1-1.

Notwithstanding the foregoing, within three (3) days after undertaking the emergency work, the Company is required to submit a complete application for a right of way permit in order to allow the Licensor to update its records of the work. Permit applications should be emailed to: [engineeringpermits@arvada.org](mailto:engineeringpermits@arvada.org). The nature of the emergency work shall be noted on the permit application.

- 4.4 Licensor's Duty to Maintain Emergency Contacts. The Licensor shall maintain the emergency contact information current at all times with Company's network operations contact.

## **SECTION 5. INDEMNITY AND INSURANCE**

### **5.7 Indemnity.**

- 5.1.1 The Company shall indemnify, defend and hold the Licensor, its employees, officers, elected officials, agents and contractors (the "Indemnified Parties") harmless from and against all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses arising from the installation, use, maintenance, repair or removal of the Small Wireless Facilities, any of its or its customers' activities on any Wireless Site, or the Company's breach of any provision of this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence or willful misconduct of the Licensor or an Indemnified Party.
- 5.1.2 The Indemnified Party shall give the Company timely written notice of the making of any claim or of the commencement of any action, suit or other proceeding in connection with any Small Wireless Facilities. In the event such claim arises, the Indemnified Party shall tender the defense thereof to the Company and the Company shall consult and cooperate with the Licensor Attorney's Office while conducting its defense. The Licensor and the Indemnified Party shall cooperate fully therein with Company's legal representative and shall be consulted on any settlements of claims prior to the execution of any settlement agreements.
- 5.1.3. If separate representation to fully protect the interests of both parties is or becomes necessary, such as a conflict of interest between the Indemnified Party and the counsel selected by Company to represent the Indemnified Party, the Company shall pay for all reasonable expenses incurred by the Indemnified Party as a result of such separate representation; provided, however, in the event separate representation becomes necessary, the Indemnified Party shall select its own counsel and any other experts or consultants, subject to the Company's prior

approval. The Indemnified Party's expenses hereunder shall include all reasonable out-of-pocket expenses, such as consultants' fees, and shall also include the reasonable value of any services rendered by the Indemnified Party's attorney or his/her assistants or any employees of the Indemnified Party or its agents but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the Indemnified Party by the Company.

5.8 Insurance. Prior to commencement of this Agreement, the Company shall and shall require its subcontractors to obtain and maintain reasonable and prudent insurance coverage and limits in accordance with the work to be performed, provide at its own cost and expense, the following insurance:

5.2.1 (i) Commercial general liability insurance with a minimum limit of liability of \$5,000,000 per occurrence and \$5,000,000 general aggregate and which provides coverage for bodily injury, death, damage to or destruction of property of others, including loss of use thereof, and including products and completed operations;

(ii) Commercial automobile liability insurance if vehicles will be used in the performance of the contract, with limits of at least \$1,000,000 each accident for bodily injury and property damage, extending to all owned, hired, and non-owned vehicles.

(iii) Excess or umbrella liability on an occurrence basis in excess of the commercial general liability insurance, which has coverage as broad as such policy, with a limit of not less than \$2,000,000 per occurrence and in the aggregate. Company may use any combination of primary and excess coverage to meet the required total limits, so long as any excess policy does not have a larger deductible than the primary policy:

(iv) Workers' Compensation Insurance as required by law; and

(v) Employers' liability insurance with minimum limits of \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury each disease per employee, and \$1,000,000 bodily injury disease aggregate. Notwithstanding the foregoing, the Licensor may reasonably increase the aforementioned minimum limits of insurance at any time in its sole discretion. The Company shall require each of its contractors to adhere to these same requirements or shall insure the activities of the contractors in the Company's insurance policies.

5.2.2 All of the insurance coverages identified in Section 5.2.1, except the workers' compensation insurance, shall apply to and name the Licensor as an additional insured, and shall provide a defense and indemnification to the Licensor regardless of the Licensor's fault or wrongdoing. Licensor's additional insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Company, its employees, agents, or independent contractors ("Additional insured"); (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of the Additional Insureds,



where such coverage is prohibited by law, or to claims arising out of the gross negligence of the Additional Insureds; and (iii) not exceed Company's indemnification obligation under this Agreement, if any. The insurance shall indemnify and defend the Licensors against all loss, damage, expense and liability arising out of or in any way connected with the acts of Licensee under this Agreement. To the extent allowed by law, each of such insurance coverages shall contain a waiver of subrogation for the Licensors' benefit. Further, the liability insurance coverages identified in Section 5.2.1 will be primary and non-contributory with respect to any self-insurance or other insurance maintained by the Licensors.

- 5.2.3 Upon execution of this Agreement and upon any subsequent request of the Licensors, the Company shall provide the Licensors with a Certificate of Insurance and any endorsements or copies of policies determined by the Licensors to be necessary to provide evidence of the coverage required by this Agreement.
- 5.2.4 The Company shall provide thirty (30) days advance notice to the Licensors in the event of cancellation of any coverage or modification of any coverage such that it is no longer compliant with this Section 5.2.
- 5.2.5 All of the primary insurance policies Company, and its contractors to the extent applicable under Section 5.2.1, are required to maintain in this Section 5.2 shall be obtained from insurance carriers having an A.M Best rating of at least A-X, and each excess insurance policy shall be obtained from an insurance carrier having an A.M. Best rating of at least A-VIII.

## **SECTION 6. DEFAULT AND REMEDIES**

- 6.7 Notice of Violation to Company. The Licensors shall provide the Company with a detailed written notice of any violation of this Agreement, and a thirty (30) day period within which the Company may: (i) demonstrate that a violation does not exist, (ii) cure the alleged violation, or (iii) if the nature of the alleged violation prevents correction thereof within thirty (30) days, to initiate a reasonable plan of action to correct such violation (including a projected date by which it will be completed) and notify the Licensors of such plan of action.
- 6.8 Company Default. If the Company fails to disprove or correct the violation within thirty (30) days, or, in the case of a violation which cannot be corrected in thirty (30) days, the Company has failed to initiate a reasonable plan of corrective action and to correct the violation within the specified time frame in such plan, then the Licensors may declare in writing that the Company is in default.
- 6.9 Notice of Violation to Licensors. The Company shall provide Licensors with a detailed written notice of any violation of this Agreement, and a thirty (30) day period within which Licensors may: (a) demonstrate that a violation does not exist, (b) cure the alleged violation, or (c) if the nature of the alleged violation prevents correction thereof within 30 days, to initiate a reasonable corrective action plan to correct such alleged violation,



including a projected completion date; provided, however, that such plan shall be subject to Company's written approval where Company's equipment or operations will be affected by the corrective action, which approval will not be unreasonably withheld.

- 6.10 Licensor Default. If Licensor fails to disprove or correct the violation within thirty (30) days or, in the case of a violation which cannot be corrected in 30 days if Licensor has failed to initiate a reasonable corrective action plan and to correct the violation within the specified time frame, then Company may declare in writing that Licensor is in default.
- 6.11 Bankruptcy. The parties expressly agree and acknowledge that it is their intent that in the event the Company shall become a debtor in any voluntary or involuntary bankruptcy proceeding (a "Proceeding") under the United States Bankruptcy Code, 11 U.S.C. 101, *et seq.* (the "Code"), for the purposes of proceeding under the Code, this Agreement shall be treated as an unexpired lease of nonresidential real property under Section 365 of the Code, 11 U.S.C. 365 (as may be amended), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365. Any Person to which the Company's rights, duties and obligations under this Agreement are assigned pursuant to the provisions of the Code, shall be deemed without further act to have assumed all of the obligations of the Company arising under this Agreement both before and after the date of such assignment. Any such assignee shall upon demand execute and deliver to the Licensor an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to the Licensor, shall be the exclusive property of the Licensor, and shall not constitute property of the Company or of the estate of the Company within the meaning of the Code. Any monies or other considerations constituting the Licensor's property under the preceding sentence not paid or delivered to the Licensor shall be held in trust for the benefit of the Licensor and be promptly paid to the Licensor.
- 6.12 Hearing Available to Company. Within fifteen (15) days after receipt of a written declaration of default from the Licensor, the Company may make a written request for a hearing before the City Council or its designee, in a public proceeding affording due process. If a hearing is not requested, the Licensor may seek any remedy available under Applicable Law. If a hearing is requested, such hearing shall be held within sixty (60) days of the receipt of the request therefor and a decision rendered within fifteen (15) days after the conclusion of the hearing. Upon a finding of default, the City Council or its designee may impose remedies of revocation and/or recovery of actual damages caused by such breach. Any decision shall be in writing and shall be based upon written findings of fact as contained in the record of the hearing.
- 6.13 Appeal of Default. The Company may appeal a finding of default and/or imposition of remedies by the City Council or its designee, which appeal shall be pursuant to C.R.C.P. 106 and based upon the written record. Alternatively, the parties may, by mutual agreement, agree to address the finding of default through arbitration or mediation.
- 6.14 Termination/Revocation. Notwithstanding the provisions of Sections 6.6 and 6.7, in the event of a default, without limiting the non-defaulting Party in the exercise of any right



or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement if the default affects all Supplemental Site Permits and the Agreement as a whole, or any Supplemental Site Permit subject to the default, and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Law. Further, upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor.

## **SECTION 7. AMENDMENT AND RENEWAL**

7.1 Amendment. Written requests to amend this Agreement for any purposes may be made by either party. The parties shall engage in good faith discussions and endeavor to reach agreement within sixty (60) days of receipt of such written request. Any amendment shall become effective after being duly executed by both parties. Notwithstanding the foregoing, nothing shall require either party to agree to any amendment request.

7.2 Renewal.

7.2.1 Unless earlier terminated by either party pursuant to the provisions of this Agreement, the Company may request a renewal of this Agreement, by providing six (6) months written notice of the intent to renew prior to the expiration date of the Agreement. After providing such notice, this Agreement shall renew on the same terms and conditions as herein for one (1) successive term of five (5) years, provided that the Company has complied with the material terms of this Agreement. If the Licensor does not believe that the Company is entitled to renewal as requested, the Licensor shall provide written notification to the Company at least ninety (90) days prior to the expiration date of this Agreement, in which notice the Licensor shall provide support for its position.

7.2.2 As between the Licensor and the Company, the Company shall at all times retain ownership of the Small Wireless Facilities, unless an alternative vertical structure, such as a street light, has been purchased by the Company and ownership assigned to the Licensor, pursuant to this Agreement. Upon expiration or non-renewal of this Agreement, within forty-five (45) days of the expiration of the then-current Term, the Company shall be permitted to remove its Small Wireless Facilities installed within the PROW, or alternatively, sell the same to a qualified buyer consistent with Applicable Law. In no event may Company abandon in place any of its Small Wireless Facilities installed in or on the PROW, unless written consent of the Licensor is obtained.

## **SECTION 8. ASSIGNMENT/TRANSFER OF OWNERSHIP OR CONTROL**

8.7 Definitions. In this Section, the following words have the meanings indicated:

8.1.1 "Control" means actual working control in whatever manner exercised. "Control"

includes, but may not necessarily require, majority stock ownership or control of 51% or more of the voting rights in the Company.

- 8.1.2 “Proposed Transferee” means a proposed purchaser, transferee, lessee, assignee or Person acquiring ownership or control of this Agreement or of the Company.
- 8.2 No Transfer. Subject to Section 2.9, the Company shall not sell, transfer, lease, assign, sublet or dispose of, in whole or in part, either by forced or involuntary sale, or by ordinary sale, contract, consolidation or otherwise, this Agreement, any Supplemental Site Permit as provided for herein, or any of the rights or privileges therein granted, without the prior consent of the Licensor, except that such consent shall not be required for a transfer or assignment to an Affiliate. The consent required by the Licensor may be conditioned upon the performance of those requirements necessary to ensure compliance with the obligations of this Agreement. The Company shall provide no less than thirty (30) days written notice to the Licensor of the details of any transaction described herein that requires Licensor consent. Once the Company obtains Licensor consent to transfer or assign this Agreement to a third party as required under this Section, the Company shall be authorized to transfer each Supplemental Site Permit to such third party without further consent or approval. Notwithstanding anything to the contrary in this Section, no Licensor consent is required for transfers to non-Affiliates that are currently operating in the Licensor and are in full compliance with all obligations to the Licensor. The Company shall provide no less than thirty (30) days written notice to the Licensor of a transaction covered in this Section to a non-Affiliate that it believes is compliant with its obligations to the Licensor.
- 8.3 Company Control. The requirements of Section 8.2 shall also apply to any change in Control of the Company. A rebuttable presumption that a transfer of Control has occurred shall arise upon the acquisition or accumulation by any person or group of persons of fifty-one percent (51%) or more of the voting shares of the Company. The consent required (other than with respect to Affiliates and non-Affiliates that are currently operating in the Licensor and are in full compliance with all obligations to the Licensor) may be conditioned upon the performance of those requirements necessary to ensure compliance with the specific obligations of this Agreement imposed upon the Company by the Licensor. For the purpose of determining whether it should consent to transfer of Control, the Licensor may inquire into the qualifications of the proposed transferee and the Company shall assist the Licensor in the inquiry.
- 8.4 Required Information. In seeking the Licensor’s consent to any change in ownership or control for which prior consent is required under Sections 8.2 and 8.3, the Company shall require the Proposed Transferee to indicate whether it:
- 8.4.1 Has ever been convicted or held liable for acts involving deceit including any violation of Applicable Laws, or is currently under an indictment, investigation or complaint charging such acts;
- 8.4.2 Has ever had a judgment in an action for fraud, deceit, or misrepresentation entered against the proposed transferee by any court of competent jurisdiction;



- 8.4.3 Has pending any material legal claim, law suit, or administrative proceeding arising out of or involving a network and/or equipment similar to that contemplated by this Agreement, except that any such claims, suits or proceedings relating to insurance claims, theft of service, or employment matters need not be disclosed;
- 8.4.4 Is financially solvent by submitting financial data including financial statements that are audited or reviewed by a certified public accountant who may also be an officer of the parent corporation along with any other data that the Licensor may reasonably require; and
- 8.4.5 Has the financial and technical capability to enable it to maintain and operate the Network and Wireless Sites and Small Wireless Facilities for the remainder of the Term.
- 8.5 Company's Compliance with Terms. In seeking the Licensor's consent to any change in ownership or control, the Company shall indicate whether it has failed to comply with any material provision of this Agreement at any point during the term of this Agreement.
- 8.6 No Waiver. The consent or approval of the Licensor to transfer by the Company does not constitute a waiver or release of the rights of the Licensor in or to its PROW, and any transfer shall by its own terms be expressly subject to the terms and conditions of this Agreement.
- 8.7 Agreement Binding. Any sale, transfer or assignment of this Agreement will bind the successor in interest to the terms of this Agreement.
- 8.8 Pledge of Assets. Notwithstanding anything contained in this Agreement, the Company may pledge the assets of the Network and Small Wireless Facilities for the purpose of financing provided that such pledge of assets shall not impair the Company or mitigate the Company's responsibility and capability to meet all its obligations under the provisions of this Agreement.
- 8.9 The Licensor and the Company agree and acknowledge that, notwithstanding anything in this Agreement to the contrary, certain Small Wireless Facilities deployed by Company in the PROW pursuant to this Agreement may be owned and/or operated by Company's third-party wireless carrier customers ("Carriers") and installed and maintained by Company pursuant to license agreements between Company and such Carriers. Such Small Wireless Facilities shall be treated as Company's Small Wireless Facilities for all purposes under this Agreement provided that (i) Company remains responsible and liable for all performance obligations under the Agreement with respect to such Small Wireless Facilities; (ii) Licensor's sole point of contact regarding such Small Wireless Facilities shall be the Company; and (iii) Company shall have the right to remove and relocate the Small Wireless Facilities. Such Small Wireless Facilities are subject to Applicable Law, and the Company shall indemnify the Licensor and hold it harmless from any claims from Carriers related to any action taken by the Licensor with respect to the facilities in accordance with Applicable Law. Should the Company's agreement(s) with any Carriers related to any Small Wireless Facilities cease, the Company shall provide the Licensor with

notice of such termination and contact information for the owners of the Small Wireless Facilities at least ten (10) business days prior to such termination.

## **SECTION 9. MISCELLANEOUS**

- 9.1 Severability. If any Applicable Law renders any provision of this Agreement invalid, the remaining provisions of the Agreement shall remain in full force and effect.
- 9.2 Force Majeure. The Company shall not be deemed to be in default, non-compliance, or in violation of any provision of this Agreement where performance was hindered or rendered impossible by war or riots, civil disturbances, natural catastrophes or other circumstances beyond the Company's control, provided the Company took steps to mitigate damages and accepts responsibility to cure the default, non-compliance or violation in a manner and within a time period reasonably acceptable to the Licensor.
- 9.3 No Waiver.
- 9.3.1 The failure of either party on one or more occasions to exercise a right or to require compliance or performance under this Agreement shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by such party, unless such right or such compliance or performance has been specifically waived in writing.
- 9.3.2 Both the Licensor and the Company expressly reserve all rights they may have under Applicable Law to the maximum extent possible, and neither the Licensor nor the Company shall be deemed to have waived any rights they may now have or may acquire in the future by entering into this Agreement.
- 9.4 Attorney Fees. Should any dispute arising out of this Agreement lead to arbitration or litigation, the prevailing party shall be entitled to recover its costs of suit, including (without limitation) reasonable attorneys' fees.
- 9.5 Change of Law. If any Applicable Law that governs any aspect of the rights or obligations of the parties under this Agreement shall change after the Effective Date, including changes in any federal or state law which has the effect of restricting or preempting the Licensor's authority to regulate Small Wireless Facilities, the effect of which changes the scope of the Licensor's authority to regulate and/or charge compensation for Small Wireless Facilities authorized under this Agreement, either party may, in its discretion, require amendments to this Agreement and any Supplemental Site Permit consistent with any such changes. The parties shall agree to the specific changes required within ninety (90) days of written notice of the requested change, or such longer time as may be agreed to by the parties. If mutual agreement is not reached within such time period either party may terminate this Agreement or any Supplemental Site Permit..
- 9.6 Notice. All notices that shall or may be given pursuant to this Agreement must be in writing and delivered by hand or (i) through the United States mail, by registered or certified mail; (ii) by prepaid overnight delivery service; or (iii) by email transmission. If



a hard copy of the same is delivered through the U. S. Postal Service or by overnight delivery service, it shall be delivered to the following addresses:

if to Licensor:

City of Arvada  
8101 Ralston Road  
Arvada, Colorado 80001-1101  
ATTN: Director of Public Works

with a copy to:

City of Arvada  
8101 Ralston Road  
Arvada, Colorado 80001-1101  
ATTN: City Attorney

if to Company:

SQF, LLC  
16 Middle Street, 4<sup>th</sup> Floor  
Portland, Maine 04101  
ATTN: Liza Quinn

And electronic copy to:  
[SQFNotifications@tilsontech.com](mailto:SQFNotifications@tilsontech.com)

Each party shall provide timely notice to the other of changes in the address for notification under this provision. Notice shall be deemed effective upon receipt in the case of hand delivery, three days after delivery to the U.S. Postal Service, or the next business day if delivery is effectuated by email or overnight delivery service.

- 9.7 Representations and Warranties. Each party to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform its respective obligations hereunder and that such obligations shall be binding upon it without the requirement of the approval or consent of any other person or entity in connection herewith.
- 9.8 Amendment. This Agreement may not be amended except pursuant to a written instrument signed by both parties.
- 9.9 Other PROW Users. The parties understand and agree that the Licensor permits other persons and entities to install utility facilities in the PROW. In permitting such work to be done by others, the Licensor shall not be liable to Company for any damage caused by those persons or entities.

- 9.10 Entire Agreement. This Agreement and all attachments hereto (including Supplemental Site Permits) represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, supersedes all prior oral negotiations between the parties, and can be amended, supplemented, modified or changed only by an agreement in writing which makes specific reference to this Agreement or the appropriate attachment and which is signed by the party against whom enforcement of any such amendment, supplement, modification or change is sought.
- 9.11 Laws Governing/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and applicable federal law. Venue for any proceeding brought pursuant to this Agreement shall be in the District Court located in Jefferson County, Colorado.
- 9.12 No Third-Party Beneficiaries. This Agreement benefits only the parties hereto and their successors and permitted assigns. There are no third-party beneficiaries.
- 9.13 Counterparts; Electronic Disposition. This Agreement may be executed in multiple counterparts, each of which constitutes an original hereof. Regardless of the number of counterparts, all shall constitute only one agreement. In making proof of this Agreement, it is not necessary to produce or account for more counterparts than are necessary to show execution by or on behalf of all parties. Furthermore, the original of this Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this Agreement, may be used for any purpose as if it were the original, including proof of the content of the original writing.
- 9.14 Public Disclosure. The Company acknowledges that this Agreement is public record within the meaning of the Colorado Open Records Act, C.R.S. § 24-72-202(6), and accordingly may be disclosed to the public.
- 9.15 Consents. To the extent either party is required hereunder to obtain the consent or approval of the other under this Agreement, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

*[Signature page follows.]*

*[Signatures on SMALL CELL FACILITIES  
MASTER LICENSE AGREEMENT.]*

IN WITNESS WHEREOF, and in order to bind themselves legally to the terms and conditions of this Agreement, the duly authorized representatives of the parties have executed this Agreement as of the Effective Date.

CITY OF ARVADA, COLORADO

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED AS TO FORM

BY: \_\_\_\_\_  
City Attorney  
Name: \_\_\_\_\_

SQF, LLC

By: Joshua Broder  
Name: Joshua Broder  
Its: President  
Date: 11/5/2020



**EXHIBIT A**

**SUPPLEMENTAL SITE PERMIT**

This Supplemental Site Permit, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”) between the \_\_\_\_\_ of \_\_\_\_\_, hereinafter designated “Licensor,” and SQF, LLC, hereinafter designated “Company”:

1. Supplemental Site Permit. This is a Supplemental Site Permit as referenced in that certain Small Cell Facilities Master License Agreement in connection with the operation of Company’s Network, between Licensor and Company dated \_\_\_\_\_, 202\_ (the “Agreement”). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplemental Site Permit, the terms of this Supplemental Site Permit shall govern. Capitalized terms used in this Supplemental Site Permit shall have the same meaning described for them in the Agreement unless otherwise indicated herein.
2. Project Description and Locations. As described herein, Company shall have the right to use the Licensor-owned structure, other vertical structure owned by a third party or a newly constructed vertical structure for Small Cell Facilities at the Wireless Site in the PROW as further described in Attachment 1, Table 1 attached hereto.
3. Small Cell Facility Equipment. The Small Cell Facilities to be installed at the Wireless Site are described in Attachment 1, Table 2 attached hereto.
4. Term. The term of this Supplemental Site Permit shall be as set forth in Section 2.3 of the Agreement.
5. Fees. If this Supplemental Site Permit is for attaching Small Cell Facilities to Licensor-owned structures in the PROW, the initial annual attachment fee shall be \$200.00 (“Attachment Fee”). Such annual Attachment Fee shall not be applicable to street lighting poles approved for street lighting purposes by the Licensor that are purchased by the Company and assigned to the Licensor pursuant to Section 2.2(iii) of the Agreement.
6. Commencement Date. The commencement date of this Supplemental Site Permit is the first day of the month following the date Company has commenced installation of its Small Cell Facilities at the Wireless Site. Unless otherwise agreed to in writing by the parties, if installation has not commenced within 180 days of the execution date of this Supplemental Site Permit, it shall be null and void and a new application for a Supplemental Site Permit shall be made; provided, however, that such 180-day period will be extended as reasonably necessary if there are delays in commencing installation of the Small Cell Facilities due to circumstances beyond the Company’s control in connection with third party efforts to obtain necessary permits, licenses, rights-of-way, easements and other rights required to bring network facilities to the Wireless Site.



7. Approvals. It is understood and agreed the Company's ability to use the Wireless Site is contingent upon its obtaining all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to Company is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) Company determines that such Governmental Approvals may not be obtained in a timely manner; or (iv) Company determines one or more licensed Wireless Sites is no longer technically compatible for its use, Company shall have the right to terminate all or part of this Supplemental Site Permit. Notice of Company's exercise of its right to terminate shall be given to Licensor in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by Company, or upon such later date as designated by Company. All fees paid to said termination date shall be retained by Licensor. If the Company has not commenced installation of its Small Cell Facilities at the Wireless Site within one hundred eighty (180) days of the Effective Date, this Supplemental Site Permit shall terminate without further action required by either party; provided however that such deadline may be extended by mutual written agreement of the parties. Upon such termination, all or part of this Supplemental Site Permit, as applicable shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each party to the other hereunder and in the Agreement. Otherwise, Company shall have no further obligations for the payment of any Attachment Fee to Licensor.

*[Signature page follows.]*

*[Signature page for Supplemental Site Permit.]*

EXECUTED to be effective as of the date shown above.

LICENSOR:

CITY OF ARVADA, COLORADO

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM

BY: \_\_\_\_\_  
City Attorney  
Name: \_\_\_\_\_

COMPANY:

SQF, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**Attachments:**  
Attachment 1

**ATTACHMENT 1**

**Table 1**

| WIRELESS<br>SITE ID NO. &<br>ADDRESS | STREET NAME/INTERSECTION<br>AND QUADRANT POLE IS<br>LOCATED ON | STATE PLANE COORDINATES |              | EXISTING POLE<br>TYPE | EXISTING<br>POLE<br>HEIGHT |
|--------------------------------------|----------------------------------------------------------------|-------------------------|--------------|-----------------------|----------------------------|
|                                      |                                                                | Easting (X)             | Northing (Y) |                       |                            |
|                                      |                                                                |                         |              |                       |                            |
|                                      |                                                                |                         |              |                       |                            |
|                                      |                                                                |                         |              |                       |                            |
|                                      |                                                                |                         |              |                       |                            |
|                                      |                                                                |                         |              |                       |                            |
|                                      |                                                                |                         |              |                       |                            |
|                                      |                                                                |                         |              |                       |                            |
|                                      |                                                                |                         |              |                       |                            |
|                                      |                                                                |                         |              |                       |                            |
|                                      |                                                                |                         |              |                       |                            |

Table 2

| WIRELESS<br>SITE ID NO. &<br>ADDRESS | PROPOSED POLE<br>ALTERATION | RESULTANT<br>POLE<br>HEIGHT | TYPE OF EQUIPMENT ATTACHED |
|--------------------------------------|-----------------------------|-----------------------------|----------------------------|
|                                      |                             |                             |                            |
|                                      |                             |                             |                            |
|                                      |                             |                             |                            |
|                                      |                             |                             |                            |
|                                      |                             |                             |                            |
|                                      |                             |                             |                            |
|                                      |                             |                             |                            |
|                                      |                             |                             |                            |
|                                      |                             |                             |                            |



**COMPANY SHALL PROVIDE THE FOLLOWING AS IS APPLICABLE TO BE CONSIDERED BY LICENSOR IN WHETHER TO GRANT THE SUPPLEMENTAL SITE PERMIT:**

1. Plans showing engineering design, and specifications for installation of the Small Cell Facility, including the location of radios, antenna facilities, transmitters, equipment shelters, cables, conduit, point of demarcation, backhaul solution, electrical distribution panel, electric meter, electrical conduit and cabling, location of any potholes and all other associated equipment. Where applicable, the design documents shall include specifications on design, pole modification, and ADA compliance. Pursuant to Arvada Municipal Code Section 78-190, such information shall be prepared by a Professional Engineer licensed in the State of Colorado.
  - a. The plans shall show existing sidewalk size, existing utilities, existing trees and other existing improvements.
  - b. The plans shall include a separate sheet showing traffic control signs and equipment.
2. For Licensor poles, include documentation from the Licensor verifying the pole is eligible for attachment. Also include a load bearing study that determines whether the pole requires reinforcement or replacement in order to accommodate attachment of the Small Cell Facility. If pole reinforcement or replacement is warranted, the design documents shall include the proposed pole modification.
3. For new pole installations, include documentation verifying the pole location is in the PROW and is eligible for installation. Include list of adjacent property owners. If the proposed installation includes a new pole, provide design and specification drawings for the new pole.
4. If the proposed installation will require reinforcement or replacement of an existing pole, provide applicable design and specification drawings.
5. The number, size, type, and proximity to the facilities of all communications conduit(s) and cables to be installed.
6. Description of the utility services required to support the facilities to be installed.
7. A typewritten legal description with (1) the Section, Township and Range, and County being affected, and if it is part of a subdivision, it shall be stated also; (2) the Point of Beginning to an established land corner or to a subdivision plat that is tied to an established land corner, with curves showing radius, delta, arc length and angle to radius point if curve is non-tangent, and area to be included in square feet; and (3) the legal description SIGNED and SEALED by a surveyor registered in the State of Colorado.

8. For Licensor-owned traffic signal poles, provide information required by Exhibit C of the Agreement.
9. A letter identifying the FCC's uncontrolled/general population maximum permitted exposure limits for each proposed Small Cell Facility, identifying the radio frequency emissions from the Small Cell Facilities that are the subject of the application. The letter shall be signed by a qualified radio frequency engineer, and shall identify, at a minimum, any measures required to comply with the FCC standards for predicted exposure levels, and details for any signage, barriers or similar mitigation that is recommended or required. The letter shall additionally certify that all Small Cell Facilities that are the subject of the Supplemental Site Permit shall comply with federal standards for radio frequency emissions.

**EXHIBIT B**

**Operational and Design Criteria**

A. Operational Standards.

- (1) Federal Requirements. All Small Cell Facilities and associated Equipment shall meet the current standards and regulations of the FAA, FCC and any other agency of the federal or state government with the authority to regulate telecommunication equipment. If such standards and regulations are changed, Company shall bring such Small Cell Facilities into compliance with such revised standards and regulations within the time period mandated by the controlling federal or state agency. Failure to meet such revised standards and regulations shall constitute grounds for the removal of the Small Cell Facilities from any site under this Agreement at Company's expense.
- (2) Radio Frequency Standards. All Small Cell Facilities shall comply with federal standards for radio frequency emissions. If concerns regarding compliance with radio frequency emissions standards are made to Licensor, Licensor may request that Company provide information demonstrating compliance. If such information suggests, in the reasonable discretion of Licensor, the Small Cell Facilities may not be in compliance, Licensor may request and Company shall submit a project implementation report which provides cumulative field measurements of radio frequency emissions of all antennas installed at the subject site, and which compares the results with established federal standards. If, upon review, Licensor finds the Small Cell Facility does not meet federal standards, Licensor may require corrective action within a reasonable period of time, and if not corrected, may require removal of any Small Cell Facilities as an unauthorized use under this Agreement. Any reasonable costs incurred by Licensor, including reasonable consulting costs to verify compliance with these requirements, shall be paid by Company upon demand by Licensor or, if such costs remain unpaid after demand, Licensor may recover such costs by the same manner and method authorized to recover nuisance abatement costs under the Arvada Municipal Code.

B. Design Standards.

- (1) In addition to any requirements of the Arvada Municipal Code, the requirements set forth in this Exhibit shall apply to the location and design of all Small Cell Facilities governed by this Agreement as specified below; provided, however, Licensor may waive these requirements if it determines the goals of this Exhibit are better served thereby. To that end, Small Cell Facilities shall be designed and located to minimize the impact on the subject neighborhood and to maintain the



character and appearance of the specific location. Unless specifically waived in writing by Licensor, compliance with all design requirements as described herein constitutes an acknowledgement that the Small Cell Facilities are concealed.

(2) General Principals.

- a. All Small Cell Facilities covered by this Agreement shall be as architecturally compatible with the surrounding area as feasible;
- b. All electrical, communication, and other wiring to Small Cell Facility components, including radios, antennae and backhaul connections, shall be fully concealed, internal to the structure where possible and shrouded in all other instances;
- c. Height or size of the proposed Small Cell Facilities and any replacement pole should be minimized and conform to the standard form factor of a Licensor traffic signal or Licensor or utility company street light or distribution pole to the maximum extent practicable;
- d. Small Cell Facilities shall be sited in a manner that takes into consideration its proximity to residential structures and residential district boundaries, uses on adjacent and nearby properties, and the compatibility of the facility to these uses, including but not limited to proximity of Wireless Site to first and second story windows;
- e. Equipment shall be designed to be compatible with the site, with particular reference to design characteristics that have the effect of reducing or eliminating visual obtrusiveness. Appurtenances shall match the standard form factor of Licensor traffic signal or Licensor or utility company street light or distribution pole to the maximum extent practicable; and
- f. Small Cell Facilities and any associated landscaping fencing shall be designed and located outside of intersection sight distances and in accordance with the City of Arvada Engineering Code of Standards and Specifications and ASSHTO standards.

- (3) Camouflage/Concealment. All Small Cell Facilities shall, to the extent possible, match the appearance and design of existing Licensor traffic signal or Licensor or utility company street light or distribution pole adjacent to the Wireless Site; and when not technically practicable, that Small Cell Facility is to use camouflage design techniques including, but not limited to the use of materials, colors, textures, screening, landscaping, or other design options that will blend the Small Cell Facility to the surrounding natural setting and as built environment. Design,



materials and colors of Small Cell Facilities not identical to existing Licensor traffic signal or Licensor or utility company street light or distribution poles shall otherwise be compatible with the surrounding environment. Designs shall be compatible with structures and vegetation on the same parcel and adjacent parcels.

- a. Camouflage design may be of heightened importance where findings of particular sensitivity are made (e.g., proximity to historic or aesthetically significant structures, views, and/or community features). In such instances where a Small Wireless Facility is located in areas of high visibility, they shall (where possible) be *designed to minimize their profile*.
  - b. All Small Wireless Facility components, including antennas, vaults, equipment rooms, equipment enclosures, and tower structures shall be constructed out of non-reflective materials (visible exterior surfaces only).
- (4) Hazardous Materials. No hazardous materials shall be permitted in association with Small Cell Facilities, except those necessary or requested for the operations of the Small Cell Facilities and only in accordance with all Applicable Laws governing such materials.
- (5) Siting.
- a. No portion of any Small Cell Facility may extend beyond the ROW without prior approval(s).
  - b. Collocation and Modification. The parties acknowledge that it is the intent of the Agreement to provide general authorization to use the PROW for Small Cell Facilities as permitted under Applicable Laws. The designs approved by the City for the installation of Small Cell Facilities as agreed to in the Supplements governing each specific site, including the dimensions and number of antennas and equipment boxes and the pole height are intended and stipulated to be concealment features under 47 CFR 1.6100 (as amended), and shall be addressed under Applicable Laws when considering collocation and modification requests.
  - c. Small Cell Facilities shall be sited in a location that does not reduce the parking for the other principal uses on the parcel below Licensor standards unless it is the only option.
- (6) Lighting. Small Cell Facilities shall not be artificially lit, unless required by the FAA or other applicable governmental authority, or the Small Cell Facility is mounted on a light pole or other similar structure primarily used for lighting purposes. If lighting is required, Licensor may review the available lighting

alternatives and approve the design that would cause the least disturbance to the surrounding views. Lighting shall be shielded or directed to the greatest extent possible so as to minimize the amount of glare and light falling onto nearby properties, particularly residences.

- (7) Landscape and Fencing Requirements.
  - a. Ground-mounted Small Cell Facility components shall be sited in a manner that does not reduce the landscaped areas for the other principal uses on the parcel, below City standards.
  - b. Unless otherwise mutually agreed to by the parties, ground-mounted Small Cell Facility components shall be landscaped with a buffer of plant materials that effectively screen the view of that part of the Small Cell Facility from adjacent property. The standard buffer shall consist of the front, side, and rear landscaped setback on the perimeter of the site.
  - c. In locations where the visual impact of the Small Cell Facility would be minimal, the landscaping requirement may be reduced or waived altogether by Licensor.
- (8) Noise. Noise generated on the site must not exceed the levels permitted by local standards, except as may be expressly permitted by local approval.
- (9) Additional design requirements shall be applicable to the various types of Small Cell Facilities as specified below:
  - a. Base Stations. Any antenna installed on a structure other than a municipal structure (including, but not limited to the antennas and accessory equipment) shall be of a neutral, non-reflective color that is identical to, or closely compatible with, the color of the supporting structure, or uses other camouflage/concealment design techniques so as to make the antenna and related facilities as visually unobtrusive as possible.
  - b. Alternative Tower Structures located in the Right-of-Way. In addition to the other criteria contained in this Exhibit and the Arvada Municipal Codes, an Alternative Tower Structure located in the right-of-way shall:
    - i. With respect to its pole-mounted components, be located on an existing utility pole serving a utility; or



- ii. Be camouflaged/concealed consistent with other existing natural or manmade features in the right-of-way near the location where the Alternative Tower Structure will be located; or
  - iii. To the extent reasonably feasible, be consistent with the size and shape of the pole-mounted equipment installed by Licensor and any communications companies on utility poles near the Alternative Tower Structure;
  - iv. Be sized to minimize the negative aesthetic impacts to the right-of-way;
  - v. Be designed such that antenna installations near traffic signal standards are placed in a manner so that the size, appearance, and function of the signal will not be negatively impacted and so as not to create a visual distraction to vehicular traffic;
  - vi. Require any ground mounted Small Cell Facility components be located in a manner necessary to address both public safety and aesthetic concerns under local requirements, and may, where appropriate, require a flush-to-grade underground equipment vault; and
- c. Related Accessory Equipment. Accessory equipment for all Small Cell Facilities shall meet the following requirements:
- i. All buildings, shelter, cabinets, and other accessory components shall be grouped as closely as technically possible;
  - ii. The total footprint coverage area of the accessory equipment shall not exceed thirty-six (36) square feet;
  - iii. Accessory equipment, including but not limited to remote radio units, shall be located out of sight by locating behind landscaping, parapet walls, within the pole, behind an attached sign on a pole or underground. Where such alternate locations are not available, the accessory equipment shall be camouflaged or concealed.
  - iv. Notwithstanding subsections (i) – (iii), accessory equipment shall not alter vehicular circulation or parking within the right-of-way or impede vehicular, bicycle, or pedestrian access or visibility along the right-of-way. The location of Small Cell Facilities must comply with the Americans With Disabilities Act and all Applicable Law.

- (10) Setbacks and Separation. The minimum setbacks and separation requirements of the Arvada Municipal Code shall apply to all Small Cell Facilities and each Supplemental Site Permit.
- (11) Nothing in the Agreement or this Exhibit B shall be interpreted to authorize the installation of macro wireless communications service facilities, macro base stations, or similar high-powered cellular or wireless broadband facilities in the PROW, or the installation of macro wireless towers, or poles intended for macro facilities.



## EXHIBIT C

### ATTACHMENTS TO LICENSOR-OWNED TRAFFIC SIGNAL FACILITIES

#### **Traffic Signal Pole Requirements**

Traffic signal poles already supporting police equipment are not eligible to be considered for Company's Small Cell Facilities. Company's Small Cell Facility placed on traffic signal poles may be required to be relocated at any time if the Licensor-owned infrastructure is needed for placement of police equipment.

Traffic signal poles are engineered structures designed to specific loading criteria and required AASHTO standards. Modifications to the loading shall require an engineering analysis stamped by a Colorado licensed professional engineer.

Installations on traffic signal poles cannot alter the poles in any way. Therefore, all attachments must be banded. Drilling and taping is not allowed.

All cabling must be external to the pole to eliminate the possibility of interference with existing signal cables and conductors.

Cables, conduits and bands must not interfere with access to or operation of any of the traffic signal equipment. Specific clearances may be required and shall be reviewed on a case-by-case basis.

Analysis must be provided to show the proposed equipment shall not interfere with the Licensor's wireless network operating in the 900 MHz and 5.8 GHz frequencies.

For installations on traffic signal poles, involved personnel must hold at least a Level I IMSA Traffic Signal certification (level II preferred) to demonstrate comprehension of the implications of any negative impacts to the Licensor's traffic signal infrastructure.

Any installation or servicing of Small Cell Facilities located on traffic signal poles shall be coordinated with the Licensor's Traffic Operations and Traffic Engineering groups a minimum of three business days in advance.

Small Cell Facilities located on traffic signal poles may be required to be removed and/or reset at any time at the sole cost of the Company due to any work performed by or authorized by the Licensor.



## REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM  
8.A.9.

TO: THE HONORABLE CITY COUNCIL

DATE: January 25, 2021

SUBJECT: R21-021 A Resolution Authorizing an Agreement Between the City of Arvada and Faris Machinery Company for Services Relating to the Purchase of Two (2) CCTV Inspection Vans for Wastewater in an Amount Not to Exceed \$386,794.00

### **Report in Brief**

City Council action is requested for the approval of a purchase order to replace two CCTV (closed circuit television) Inspection Vans for use by the wastewater and stormwater operations team. The existing CCTV vans are 15 years old and are equipped with antiquated technology at the end of its useful life that is no longer cost effective to continue to maintain.

The Arvada team recommends that the City Council approve R21-021, A Resolution Authorizing an Agreement Between the City of Arvada and Faris Machinery Company for Services Relating to the Purchase of Two (2) CCTV Inspection Vans for Wastewater in an Amount Not to Exceed \$386,794.00.

### **Financial Impact**

The new CCTV Vans will be purchased in the amount of \$386,794 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 vans will be sold at public action after the new vans are procured at which point the proceeds will be directed back into the vehicle replacement fund.

### **Background**

The current CCTV (closed circuit television) Inspection Vans were purchased in 2006 and were originally placed on an eight year replacement schedule which at the time was the industry standard for useful life of this type of equipment. The City of Arvada Fleet Maintenance has changed its vehicle replacement policy since then and now replaces vehicles on a point accumulation system with these vehicles qualifying as exceptions. These particular units have been slow to accumulate points largely because of two factors. One being that they have accumulated relatively low mileage on the chassis due to limited travel typical of wastewater and stormwater maintenance operations. The second being that expensive repairs have been performed on the camera transporter systems by third parties over the years without those costs being factored into Fleets point accumulation formula. The primary features of these vehicles are the camera and transporter systems that are now outdated technology and becoming less reliable which is also a key consideration for replacement.

### **Discussion**

The CCTV Inspection Vans are a critical part of equipment resources for the wastewater and stormwater operations team and are their eyes in the pipe. Through routine inspections, our infrastructure teams are able to find and prioritize aging infrastructure in both sanitary and stormwater for rehabilitation and replacement when necessary. This also allows them to find critical problems and correct them before they impact Arvada citizens and businesses. These vans are also used in the New Development Warranty Inspection Program to ensure that all new sewer pipe, storm pipe and manholes are installed to Engineering standards.

A formal RFP process was held and Farris Machinery was selected through a scoring system as offering the most competitive vehicle package for the needs of Arvada's wastewater and stormwater team.

Technology in the industry has advanced significantly in the past 15 years and approval of this resolution will allow the city team to continue their high level of service. If procured, the new units will have an electric lift that allows the operator to raise and lower the camera at the push of a button. This eliminates going underwater with the lens when traveling through low spots in the pipe or high flow lines and also allows for more detailed inspections inside the manholes. From the operator standpoint the design of the camera and transporters are much more user friendly in making routine adjustments for pipe sizes or other circumstances, thus reducing down time and increasing productivity throughout the day. The vans are designed with the capability to include a lateral launcher as an add-on in the future if needed. The lateral launcher would allow the city team to inspect service laterals from the main sewer line. Approval of this resolution and procurement of these vehicles will enable the wastewater and stormwater operations team to improve the level of service they currently provide for the City of Arvada. This vehicle replacement is necessary to maintain and expand Arvada's Infrastructure and is the responsible course of action to help best deliver our Vision, Mission, and Values.

### **Public Contact**

Posting of the City Council Agenda Item for City Council Business Meeting held on January 25, 2021.

### **Commission Recommendation**

N/A

### **Strategic Alignment**

This vehicle replacement supports the City Council Strategic Plan for Infrastructure by allowing the Infrastructure Work System to continue to maintain the City's expansive sanitary and stormwater systems. This purchase also aligns with the goal of maintaining safe and environmentally efficient fleet vehicles.

### **Alternative Courses of Action**

N/A

### **Recommendation for Action**

The Arvada team recommends that the City Council approve R21-021, A Resolution Authorizing an Agreement Between the City of Arvada and Faris Machinery Company for Services Relating to the Purchase of Two (2) CCTV Inspection Vans for Wastewater in an Amount Not to Exceed \$386,794.00.

### **Suggested Motion:**

I move that R21-021, A Resolution Authorizing an Agreement Between the City of Arvada and Faris Machinery Company for Services Relating to the Purchase of Two (2) CCTV Inspection Vans for Wastewater in an Amount Not to Exceed \$386,794.00, be (approved) (rejected).

Prepared by:  
Ike Miller, Fleet Services Manager

Reviewed by:  
Hannah Gregory, Legal Administrative Assistant     1/12/2021

**SUBJECT:** R21-021 A Resolution Authorizing an Agreement Between the City of Arvada and Faris Machinery Company for Services Relating to the Purchase of Two (2) CCTV Inspection Vans for Wastewater in an Amount Not to Exceed \$386,794.00

**PAGE:** 3  
**ITEM:** 8.A.9.

Erika Pierce, Litigation Paralegal

1/13/2021

Approved by:

|                                             |           |
|---------------------------------------------|-----------|
| Sharon Israel, Director of Utilities        | 1/5/2021  |
| Bryan Archer, Director of Finance           | 1/5/2021  |
| Lori Graham, Senior Assistant City Attorney | 1/13/2021 |
| Rachel Morris, City Attorney                | 1/13/2021 |
| Lorie Gillis, Deputy City Manager           | 1/13/2021 |
| Mark Deven, City Manager                    | 1/14/2021 |

Enclosure, exhibits & attachments required to support the report



RESOLUTION NO. R21-021

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF ARVADA  
AND FARIS MACHINERY COMPANY FOR SERVICES RELATING TO  
THE PURCHASE OF TWO (2) CCTV INSPECTION VANS FOR WASTEWATER  
IN AN AMOUNT NOT TO EXCEED \$386,794.00

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

Section 1. 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 agreement for the purchase of two (2) CCTV Inspection Vans for Wastewater, between Faris Machinery Company, and the City of Arvada.

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

APPROVED AND ADOPTED THIS 25th day of January, 2021.

\_\_\_\_\_  
Marc Williams, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**AN AGREEMENT BETWEEN THE CITY OF ARVADA AND  
FARIS MACHINERY COMPANY FOR SERVICES RELATING  
TO THE PURCHASE OF TWO CCTV INSPECTION VANS FOR  
WASTEWATER IN THE AMOUNT NOT TO EXCEED  
\$386,794.00**

- 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 Faris Machinery Company, whose mailing address is 5770 E. 77<sup>th</sup> Avenue, Commerce City, Colorado (“Vendor”).
- 2. RECITALS AND PURPOSE.**
  - 2.1. Arvada requires a qualified firm to provide Two (2) new Close Circuit Television (CCTV) Inspection Vans as part of the Vehicle Replacement Program.
  - 2.2. On or about October 9, 2020, Arvada issued a Request for Proposal, RFP-20-CCTV Inspection Vans (“RFP”), seeking proposals from qualified entities to provide professional services as described in Sec. 2.1 (“the Work”).
  - 2.3. Vendor has extensive experience in providing, a long history of servicing and quality machinery. On or about November 3, 2020, Vendor submitted its Response to Arvada’s Request for Proposal (“Response”).
  - 2.4. Arvada has determined that Vendor has the requisite background, skill, expertise, and insurance to provide the requested goods, professional services and other related services, under the terms and conditions more fully set forth below.
  - 2.5. Arvada and Vendor 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 Vendor.
- 3. CONTRACT DOCUMENTS AND EXHIBITS.** The Contract Documents shall consist of this Agreement together with the following:
  - Exhibit 1: Arvada’s RFP-20- CCTV Inspection Vans (the “RFP”);
  - and
  - Exhibit 2: Vendor’s Response (the “Response”).

All exhibits referred to in this Agreement are attached hereto and are, by reference, incorporated herein for all purposes. 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 Vendor shall secure the written instructions from Arvada before proceeding with the performance of the services affected by such conflicts, omissions, or discrepancies. The order of priority shall be: (1) this agreement; (2) the RFP; and (3) the Response.

4. **PAYMENTS TO CONSTITUTE CURRENT EXPENDITURES.** Financial obligations of Arvada, if any, after the current years 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.** Vendor 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. **VENDOR'S WARRANTY.** Vendor warrants that if the Two (2) CCTV Inspection Vans are not functioning properly, Vendor will timely repair the system with appropriate parts and labor at no cost whatsoever to Arvada. In addition, the Vendor will provide (1) a fast response time; (2) free on-site repair; (3) free loaner components; (4) free labor on repairs; (5) free customer service phone support; (6) free preventative maintenance; (7) free preventative maintenance cleaning; and (8) free replacement of parts.
7. **TERM.**
  - 7.1. 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 Vendor.
  - 7.2. 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.
  - 7.3. This Agreement may be renewed by Arvada for **four** consecutive one-year terms, and the renewals shall be automatic unless Arvada gives Vendor 30 days written notice to terminate the Agreement.
  - 7.4. 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 goods and/or services identified and offered by Vendor, based upon the pricing/fee contained in Contract Documents. Arvada reserves the right to award these ancillary items to

Vendor 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 Vendor.

**8. COMPENSATION.** Arvada shall pay Vendor for the Work requested by Arvada and rendered by Vendor under this Agreement. The total amount for the Work shall not exceed **\$386,794.00**. Vendor agrees to submit monthly invoices for actual services completed to Arvada, and payment from Arvada will be due NET 30 days.

**9. 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 Vendor 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).

**10. CHANGE ORDER PROCESS.**

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

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

10.3. 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.

**11. STAFF DIRECTION.** Arvada designates Steve Wyant as Arvada's Project Manager. Mr. Wyant will be Arvada's responsible staff member to provide direction to Vendor during the course of the Work. Arvada reserves the right to change the Project Manager(s) at its own discretion and will promptly notify Vendor of any such change in writing.

**12. QUALITY OF WORK.** The Work performed by Vendor 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.

**13. TERMS AND CONDITIONS IN SOLICITATION.** Vendor 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.

**14. PERFORMANCE MEASURES.** The Performance Measures for this Agreement shall be



those proposed by Vendor in its Response/Proposal to Arvada's solicitation and accepted by Arvada, which are included in the Contract Documents that are exhibits to this Agreement.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. BINDING AUTHORITY.** Vendor represents and affirms that the signature page hereof accurately states the full legal name of Vendor (whether as a corporation, partnership, limited liability company, sole proprietorship, or other), contains all requisite signature(s) on behalf of Vendor, has been properly acknowledged by attestation, notary acknowledgment, or both, and in all other respects is effective to bind Vendor, 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 \_\_\_\_\_, 20\_\_.

**CITY OF ARVADA**, a Colorado home rule  
municipal corporation

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Marc Williams, Mayor  
8101 Ralston Road  
Arvada, CO 80002

ATTEST:

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City Clerk

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

By: \_\_\_\_\_

**FARIS MACHINERY COMPANY**

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Scott Madsen, Environment Product Specialist  
5770 East 77<sup>th</sup> Avenue  
Commerce City, CO 80022  
Email: [scott.madsen@farismachinery.com](mailto:scott.madsen@farismachinery.com)

ATTEST:

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Mark Shelton, Vice President of Operations  
Email: [mark.shelton@farismachinery.com](mailto:mark.shelton@farismachinery.com)

# **Exhibit 1**

Arvada's RFP-20-CCTV Inspection Vans



## **REQUEST FOR PROPOSAL**

**Proposal #:** RFP-20-CCTV Inspection Vans

**Title:** CCTV Inspection Vans

**RFP Issued:** 10/09/2020

**Pre-proposal Meeting:** 10/15/2020 @ 11 am local time@ City of Arvada Wastewater - 5555 W 56th Ave, Arvada, CO 80002

**Question Deadline:** 10/16/2020 3:00 p.m. local time  
Questions and responses will be posted on BidnetDirect.com

**Proposals Due By:** 11/03/2020 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:** TBD

**Submit questions to:** Whitney Smith, [wsmith@arvada.org](mailto:wsmith@arvada.org)

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 2-4   |
| Special Terms and Conditions                                      | page 5-6   |
| Insurance Requirements                                            | page 7     |
| Administrative instructions and Evaluation Criteria               | page 8-9   |
| Scope of Work                                                     | page 9     |
| Submittal Forms, submittal checklist                              | page 10-11 |
| Attachments/Exhibits, including Performance Measures for services |            |

## **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 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 therefore 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](http://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.

### **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.

### **BEST VALUE AGENCY**

The City of Arvada is a best value agency. The intent of this solicitation is to award to the lowest responsive, responsible proposer that meets or exceeds the specifications and requirements incorporated in these solicitation documents. It is solely incumbent on the staff of the City of Arvada to conduct due diligence to determine best value prior to award.

## **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 Background, Capabilities and Experience
- 2) Local Representation, Customer Service and Support
- 3) Equipment Quality, Durability, User Friendliness and References
- 4) Ability to Meet Required Specifications
- 5) Price / Total Cost of Ownership, Best Value for the Services and or Products Provided
- 6) Performance Measures included in the proposal if a service over \$15,000.

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 Wastewater Division is seeking the purchase of two new Close Circuit Television inspection (CCTV) vans as part of the Vehicle Replacement Program. We hope to award a bid and have this scheduled for Council approval in October. With a 90 to 120 day build estimate, we hope to have possession of the vans by early 2021.

### **SCOPE OF WORK:**

Wastewater has seen several product demonstrations to date. **After consideration of possibly moving to new software, we are committed to staying with the I.T. Pipes CCTV software and upgrading to their Mobile software system. The computers/hardware will be purchased through the City of Arvada and should not be included in the bid pricing.** Our CCTV program consists of warranty inspection for new development as well as routine inspections of the existing sanitary sewer pipe, primarily 15" and smaller throughout the City on a scheduled basis. Our needs will also include the ability to televise larger sanitary trunk lines as well as storm lines up to 48" in diameter.

**\* Local representation for camera systems and transporter repairs and maintenance within the immediate Denver metro area will be a requirement of the bid selection process. Please specify physical address, facility capabilities, staffing and experience.**

Each CCTV van will meet the following minimum requirements:

**Van:** Ford Transit or similar, 6 speed automatic transmission, gasoline engine, 2 WD

- Walk through access from operators room to rear of van
- Ceiling mounted A.C. unit in operators room, minimum cab A.C. unit with ceiling fan
- CCTV system power preference would be with an Inverter system
- Include minimum 10 gallon wash down system with 25 ft. of hose and nozzle
- Power boom crane assembly for heavy transporter entry and retrieval (50 lbs. or more)
- AM/FM radio in cab
- A.C. in cab
- Accommodate room for TV cable reel, camera and transporter storage, top roller/bottom roller assembly, tool and storage compartments, work bench, interior lighting, rear facing flat screen monitor, any additional necessities
- Operators room, van side entry door, desk and swivel chair, elevated control console with rack mount accommodation for electrical equipment, LED lighting, fire extinguisher with bracket mount, wall mounted storage compartment, electrical outlets with multiple receptacles, A.C. unit or ceiling mounted fan



- o Operator room temperature must not exceed 85 degrees Fahrenheit on a typical Colorado afternoon
- Specify in detail the ability to retrofit to a lateral launch system if needed

**Camera/Transporters:**

- Solid state color TV camera with optical and digital zoom lens, pan and tilt with 360 degree rotation
- LED lights to accommodate 6" to 60" pipe
- Steerable transporter capability
- Built in sonde for locating
- Built in inclinometer
- 90 degree pivoting power connector assembly
- Back up camera
- Auto power lift assembly for camera, please specify capabilities
- Transporter, hubs, wheel/tire assemblies to accommodate 6" to 48" pipe
- T.V. cable, minimum length 1,000 ft. preference 1,300 ft. Minimum 2,000 lb. break strength. Digital footage counter

**\*\* Systems must be fully compatible with the I.T. Pipes Mobile CCTV software program.**

**Miscellaneous:**

- Build out and delivery of the CCTV vans to the City of Arvada 140 days or less from the initiation of the contract
- Adequate training provided by supplier for all aspects of the van, camera, transporters and other equipment or accessories to be provided at our facility upon delivery as part of bid price

## **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.
- Pricing – All fee and costs associated with the proposal.
- Performance Measures Form, when an applicable service.
- 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: \_\_\_\_\_

\_\_\_\_\_

**PERFORMANCE MEASURES FORM INSTRUCTIONS:**

The City has incorporated Performance Management into its organizational culture. When vendors submit offers to the City 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 City. 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 awarded 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 City 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 City 95% of the time will to reduce the 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.*



# **Exhibit 2**

Vendor's Response

# **FARIS** **MACHINERY**

**City of Arvada**

**RFP-20-CCTV Inspection Vans**



**CCTV Inspection Vans**

**November 3, 2020**

***rausch*** USA

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# **Executive Summary**

**City of Arvada**

**RFP-20-CCTV Inspection Vans**

**CCTV Inspection Vans**

**Due Date 3:00PM, November 3rd, 2020**

Attached please find specifications and pricing for the Rausch USA CCTV Inspection Vans as requested in the City of Arvada Request for Proposal 20-CCTV Inspection Vans. This proposal includes options specified by the City and listed separately are items we would recommend to improve operational efficiency. Attachments include a warranty statements and several other important documents for your review.

## **Pricing, Delivery, and Terms**

Please refer to the accompanying RFP documents for quoted prices and optional equipment.

Delivery for the Rausch USA Vans is currently January 2021. This is based on receiving the chassis at the Rausch Factory in early December 2020. Production schedules and coordination of deliveries will be communicated and facilitated to all interested parties of the RFP. Details of communication methods and timing are detailed under the delivery communication section of our proposal.

All units quoted are FOB Arvada, Colorado with one ship to location in the city.

Terms of payment are net 30 days from the date of the invoice. After receipt of payment all title and registration documents will be forwarded as directed. A delay warranty registration form will be included for the City's processing after an in-service date has been finalized and the vehicle has been placed into service.

If you have any further questions, please contact me at 303-289-5743 or 720-527-1565. We look forward to your favorable consideration.

Sincerely,

Scott Madsen

Environment Product Specialist

**FARIS**  
**MACHINERY**



# Vendor Information

## Faris Machinery Company Business and Background

Faris Machinery Company was incorporated in 1953 and has a long history of servicing and supporting the quality machinery we offer our customers. By aligning ourselves with a top-tier manufacturers such as Rausch USA, we are able to provide seamless support for those who depend on us to accomplish their work. In the State of Colorado no company is more qualified to provide for the sanitary infrastructure maintenance needs of a city than is Faris Machinery Company.



Lloyd Faris and Charlie Mortiz opened the doors of Faris Machinery Company to serve the construction industry in 1953. The Company quickly grew and in 1956 expanded into the municipal market by representing the Elgin Sweeper product.

In 1956 Roger Poulson came on board as the controller and ultimately purchased the company from Lloyd Faris in 1976. To this day the business is owned by the Poulson family with Giles Poulson as the President and his son Eric as the Vice President of Sales.

In 2010 Boyle Equipment was acquired by Faris Machinery Company. Thus began our association with CCTV equipment. Committing to our philosophy of providing excellent customer service the entire staff of Boyle Equipment and their 25 years of experience with sanitary line and catch basin cleaning equipment were retained by Faris Machinery Company. To this day we rely upon their expertise to provide the very best support for our newest Rausch USA CCTV customers.

Today Faris Machinery customers are served out of three locations. The corporate office is located in Commerce City, Colorado. The other branches are located in Colorado Spring and Grand Junction. We currently employ 50 employees spread across the three branches. With the three locations we are can conveniently serve our customers in the State of Colorado. This dedication to customer service has allowed our company to grow to \$40 million dollars in annual revenue.

**FARIS**  
**MACHINERY**

# Locations of Faris Machinery Company

## Commerce City

20,600 Square Feet

10- Service Bays

37-Total Employees

*Primary Location for Servicing Equipment Related to the Proposal RFP-20-CCTV Inspection Vans*



## Grand Junction

5,600 Square Feet

3- Service Bays

8-Total Employees



## Colorado Springs

7,200 Square Feet

3- Service Bays

5-Total Employees



**FARIS**  
**MACHINERY**

## Parts & Service Capabilities

We regard Rausch USA Inspection Equipment much like police and fire response vehicles. They are first response vehicles that are critical in maintaining a safe environment for the citizens of any municipality. To support this philosophy we have designed our after sale infrastructure to provide the quickest response to a downed Inspection Van as possible. It is our goal to make your repair process as hassle free as possible. One of the biggest customer inconveniences is being left without equipment for your current project due to lengthy repair times.



### Service Department

Our Service Department has 14 factory trained technicians spread across the three branches and 8 field service trucks. At the Commerce City facility, the primary location for RFP # 20-CCTV Inspection Vans, nine factory trained technicians reside. In addition 4 fully equipped field service trucks are available for off-site service at the level our customers have come to expect. Our technicians are trained specialists, and we make continuous efforts to improve their expertise. Each of our technicians attend at least one factory based training school each year to insure our service capabilities remain at the highest levels possible.

### Parts Department



The Commerce City parts department is the primary location for RFP 20-CCTV Inspection Vans. We employ 6 full time employees who are responsible for managing and maintaining a large parts inventory. Our Inventory Control Specialists are constantly reviewing line item demand and adjusting the level of Rausch inventory to provide a high level of off the shelf parts availability. In addition Scott Madsen, our Environmental Product Specialist is available to serve the City's needs. Scott's role is to maintain close contact with customers and to assure fluid communication and customer needs awareness among the various departments in the company.

**FARIS**  
**MACHINERY**



# Faris Machinery Contact Information

## Sales Contacts:



Scott Madsen

Environmental Product Specialist

720-527-1565

[Scott.madsen@farismachinery.com](mailto:Scott.madsen@farismachinery.com)

Main Contact for Bid



Bill Smith

Sales Manager

720-271-5809

[Bill.smith@farismachinery.com](mailto:Bill.smith@farismachinery.com)

Secondary Contact for Bid

## Service Contacts:



Jason Casebolt

Service Manager

303-289-5743

[Jason.casebolt@farismachinery.com](mailto:Jason.casebolt@farismachinery.com)

Primary Contact for Service & Warranty Needs



Rick Conlon

Service Writer

303-289-5743

[Rick.colon@farismachinery.com](mailto:Rick.colon@farismachinery.com)

Secondary Contact for Service Needs





## Faris Machinery Contacts (Continued)

### Parts Contacts:



Jon Quintana

Parts Support

303-289-5743

[Jon.quintana@farismachinery.com](mailto:Jon.quintana@farismachinery.com)

Primary Parts Contact



Ray Webb

Parts Manager

303-289-5743

[Ray.webb@farismachinery.com](mailto:Ray.webb@farismachinery.com)

303-289-5743

Secondary Parts Contact

### Accounts Receivable Contacts:



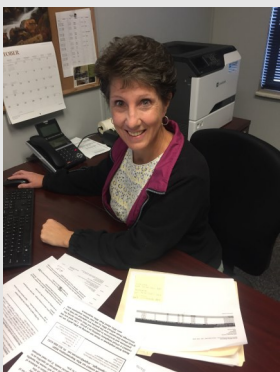
Sandy Donato

Accounts Receivable Supervisor

303-289-5743

[Sandy.donato@farismachinery.com](mailto:Sandy.donato@farismachinery.com)

Primary Contact for Account Info



Jaime Baggs

Controller

303-289-5743

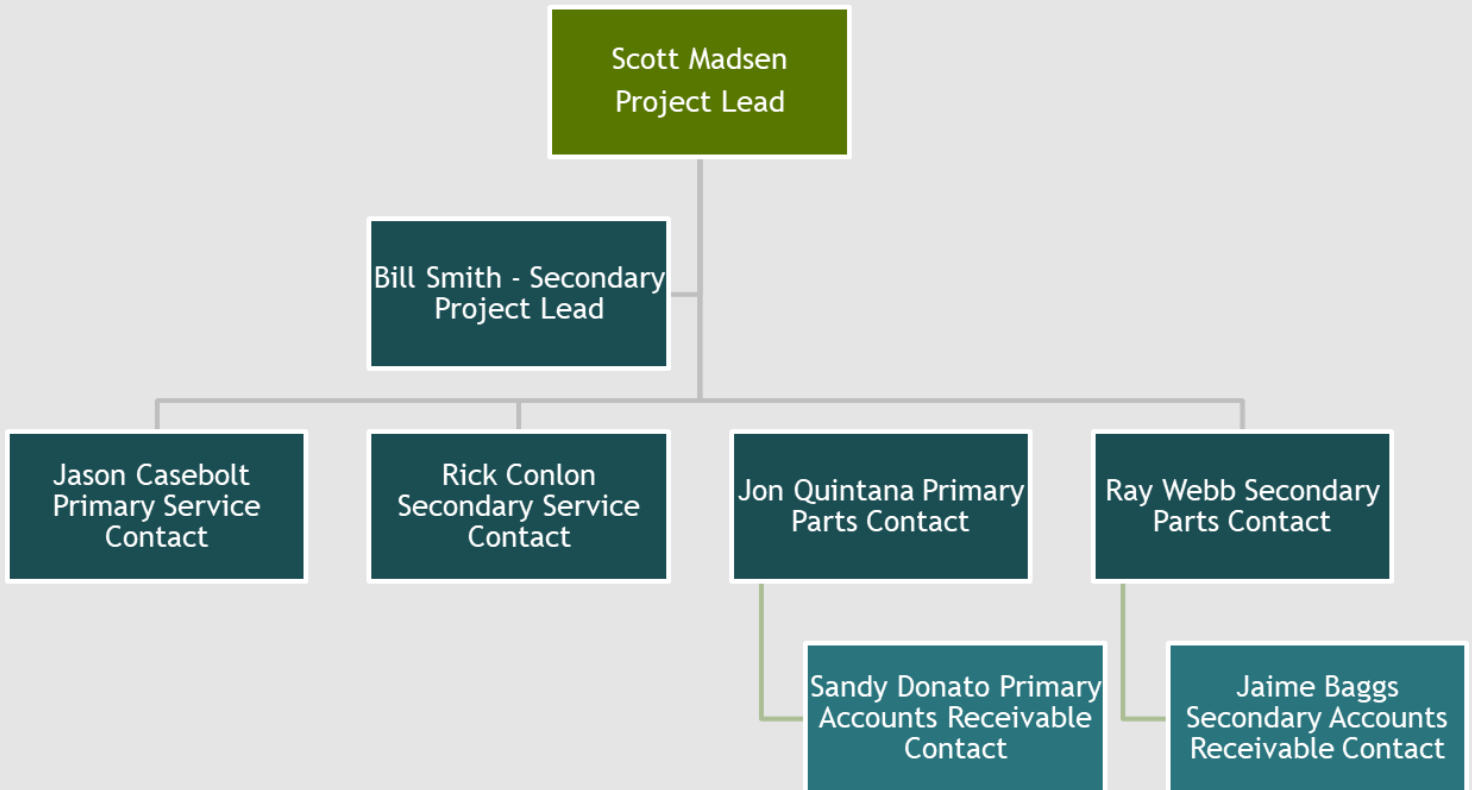
[Jaime.baggs@farismachinery.com](mailto:Jaime.baggs@farismachinery.com)

Secondary Contact for Account Info

**FARIS**  
**MACHINERY**

# Firm Capabilities

## Project Organizational Chart: Rausch USA Projects & References:



# Rausch History and Capabilities

## History

Rausch Company's roots lie in Germany, where in 1983, Rausch GmbH was founded with four employees. The company began designing what was then called the "sewer eye." Over the years,



Rausch developed products and expanded the business throughout the world, opening Rausch USA in 2004. Today, Rausch USA is a world leader in the field of TV inspection equipment and leak testing systems for optical pipe and sewer inspections.

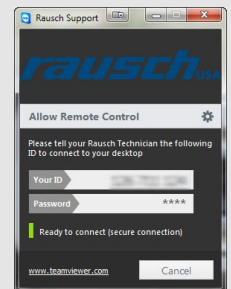
Rausch USA (a fully owned subsidiary of Rausch GmbH) has a network of Dealers across the United States and Canada. Rausch continues to bring on new Dealers and has outgrown the facilities three times over the past ten years. Rausch offers our customers not only the best machinery made in

Germany, but also comprehensive service, training, parts, support, as well as standard and customizable builds

The Rausch high-tech products have rapidly gained the attention and have earned the approval of the American water and waste water industry. According to our customers, our modular lateral launch system and the laser pipe profiler are setting the standard in the market.

## Remote Support

Rausch USA service department uses Teamviewer software to enable our support team to remotely access your computer to assist in troubleshooting your software. Clicking DOWNLOAD will download the \*.exe file which will enable a direct connection from your client PC to your Rausch USA Service representative.



## Factory Training

Rausch USA has developed a program of repair and maintenance training modules to help customers improve their service skills. Each module is offered at the Rausch USA service where customers are trained on existing Rausch CCTV products.



This factory in house training is free to customer with in warranty vehicles. The training ranges from cable and camera repairs to overall system maintenance and testing. The training takes place on advertised service training days held in held in October and April.

# **FARIS MACHINERY**

# Rausch History and Capabilities

## Future Expansion Capabilities:

With the lateral inspection system of the M-Series, developed by Rausch USA, inspections of mainlines as well as laterals from the mainline can be done in just one operation. The Rausch USA Lateral Launch System, the M 135, launches a small pan & tilt camera, the KS 60 CL, into laterals from the mainline. It is a module for the L 135 tractor/crawler. Can be sold either as a standalone lateral launch system or as a module upgrade to a mainline TV Inspection, QuickLock Point Repair or Laser Profiling System. Application range from 6" to 48" mainline pipe diameter.

The Rausch system offers individual modules for Laser Profiling, Joint Pressure Testing, Lateral Launch and QuickLock Point Repair. Easy and quick to add-on, basically just “plug-and-play” upgrades to the same system. The M 135 is a scalable lateral launch system. The system consists of the L 135 tractor, a push module (SKM), a positioning module (PM), an auxiliary camera (ZKM) and the lateral pan & tilt camera (KS 60 CL). Our highly adaptable easy-to-mount special attachment enables you to inspect even various egg-shaped pipe profile sizes. This same system can be expanded to perform other tasks as well.

The Lateral KS 60 CL camera is designed to work in many configurations. Its primary use is as the advanced pan & tilt lateral camera for the lateral launch system. But it can also be mounted onto our miniature tractor, the L100 Cross, to inspect mainlines as small as 4" pipe diameter.

Equipped with the specially developed innovative Rausch USA jetting system, the M-Series also cleans laterals. All attachments to the crawler are modular – with quick connect – making this also a true plug and play operation. The basis is the camera crawler L 135 with electric lift and optional rear view camera. In addition to the powerful pan and tilt camera KS 60 DB for precise pipe inspection of laterals, this system has the observation and positioning camera ZKM 135 with wide-angle lens on top of the module. Combined with the lateral cable feed module SKM 135 and the tilting camera positioning module PM 135, the lateral inspection system is optimally equipped.

## Factory Camera Commitment

Should the City of Arvada choose to purchase the Rausch CCTV vans, to further show the commitment to their products Rausch has committed to providing a model KS135 camera and a K135 tractor. This spare camera system will be provided at no charge to the City of Arvada and will be compatible to either Rausch CCTV van systems quoted in the bid proposal.



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**MACHINERY**



## Scope of Proposal

- ♦ The scope of our proposal is to provide two Rausch USA Closed Circuit Television inspection vans. This Rausch USA equipment will be mounted on a Ford Transit Van with a gas engine. Please see the detailed specification included in our bid package.
- ♦ Once the order is entered at the Rausch USA factory an estimated delivery date will be established. Any delays in the delivery of a suitable chassis to the factory may delay delivery of the end product. Scott Madsen, the project leader will provide monthly updates on the status of the delivery. These updates will be provided via email to contacts at the City of Arvada on a monthly basis. Once the unit arrives in Colorado, Scott Madsen will contact City personnel to coordinate delivery of the unit to the City of Arvada fleet facility and in-service training for City Personnel.. Please see the Equipment Build Schedule section for further details.
- ♦ The Rausch USA body build warranty is for 12-months on defective parts and workmanship. Please see the detailed warranty statement included with our proposal.



## Faris Machinery/Rausch Proposal

Ms. Whitney Smith  
City of Arvada  
5555 West 56th Ave.  
Arvada, CO 80002

Dear Ms. Smith:

In reference to your request for proposal RFP-20-CCTV Inspections Vans we are pleased to propose the following Rausch USA equipment:

One– Rausch Eco Transit CCTV Inspection Van with the following equipment:

- ♦ Eco Star 400 Touch Macro Control Panel, 10” Video Display, LCD Status Menu Display and Dual Desk-Mounted Joystick Controls
- ♦ ELKA 600 Drum Assembly with 1,000 feet of Cable, Foot Switch, Sunlight Readable Monitor
- ♦ Remote Control
- ♦ L135 Crawler with Steerable 4-Wheel Drive, Anti-Rollover, Inclinometer, 33 KHz Locating Sonde, Reverse Sync., Electric Lift, and Rearview Camera
- ♦ Rubber Wheel Kit
  - Set of Four 6” Wheels
  - Set of Four Spacer Hubs (For 8” Plus)
  - Set of Four 10” Wheels
- ♦ Aggressive Wheel Kit
  - 8” Aggressive Traction Wheel 95 x 17
  - 6” Aggressive Traction Wheel 85 x 17
- ♦ Pneumatic Wheel Kit
  - Set of Four 210x 65 Inflatable Wheels
- ♦ L135 Additional Bottom Weight
- ♦ L135 VTS Extension Height for KS135Scan/KS150D ADJ
- ♦ Additional Short Range Illumination Kit
- ♦ KS 135 Camera
  - For Mainline from 5.5”
  - 120:1 Zoom (10X Optical, 12X Digital)
  - Infinite 360 Degree Rotation
  - 280 Degree Pan
  - LED 4-Short Range, 4-Long Range
- ♦ ELKA Drum Rack

- ♦ ECO Star Euro-Style Walk Through Build Out
    - Spray on Liner
    - ECCO SAE Class 1 LED Safety Director System
    - 19" LCD Computer Monitor
    - UPS Tripp Lite, 1000VA Back Up
    - Control Unit Chair
    - Nitrogen Regulator
    - LED Amber Strobe Light
    - Four Drawer Unit for Large Parts Storage
    - Wash Down System
    - Multimeter Tool
    - Spray on Counter Top
  - ♦ Sensata 12/3000N Power Inverter
  - ♦ Computer and Software to be Provided & Installed by IT Pipes as per the City of Arvada
  - ♦ Mounted on a Ford Transit Van with Gas Engine
- Unit Price FOB Arvada, CO** \_\_\_\_\_ **\$193,397.00**
- Total Price for Two Units FOB Arvada, CO** \_\_\_\_\_ **\$386,794.00**

**Note:**

As an additional support service included in the above options is one spare KS135 Camera and one spare L135 Crawler that will be provided at no charge. These units are compatible with either van and will be stored at the City of Arvada facility. In the event of a camera failure City Personnel will have immediate access to a spare unit to reduce downtime.





5770 East 77th Ave  
Commerce City, CO 80022  
o | 303 289 5743  
f | 303 287 9273

2269 Commercial Blvd  
Colorado Springs, CO 80906  
o | 719 527 1016  
f | 719 527 1019

**farismachinery.com**

772 Valley Court  
Grand Junction, CO 81505  
o | 970 242 4997  
f | 970 242 4783

**Delivery:** Delivery is mid January 2021. Please see equipment delivery page for details.

**Terms:** Net 30 days after receipt of the invoice.

**Trade-In:** None.

Thank you for the opportunity of quoting this equipment. We look forward to your favorable consideration.

Sincerely

FARIS MACHINERY COMPANY

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Scott Madsen

Environmental Product Specialist





## Suggested Parts List for Rausch CCTV Vans

| Part Number | Description                    | List Price | Suggested QTY |
|-------------|--------------------------------|------------|---------------|
| EB3118      | L135 Motor Bridge Board        | \$658      | 1             |
| EA1577      | Winch Control Board            | \$288      | 1             |
| EB3228      | KS135 Light Control Board      | \$157      | 1             |
| EB2947      | L135 Reverses Sensor Board     | \$187      | 1             |
| EB3349      | Mainline Rau9 Reterm Kits      | \$391      | 4             |
| KC1231      | Mainline Reterm Epoxy          | \$30       | 4             |
| UB7968      | L135 Reverse Sensor Assembly   | \$310      | 1             |
| UB7963      | L135 Reverse Sensor Cable      | \$22       | 2             |
| UB6020      | Reverse Sensor Lanyard (Blue)  | \$103      | 2             |
| EB1740      | Male Cannon Pin (20pk)         | \$19       | 1             |
| EJ3173      | L135 Rear Connection Housing   | \$111      | 1             |
| KC1018      | Top2000 Grease                 | \$14       | 1             |
| KJ1899      | Mainline Cable Brushes         | \$30       | 2             |
| UB6994      | Cables for Elka Boom           | \$50       | 1             |
| VG1244      | L135 Front Connection Assembly | \$793      | 1             |
| KG1046      | KS135 Video lens               | \$119      | 2             |
| UB7047      | M-Series Nitrogen Valve        | \$97       | 2             |
| KV1001      | Tractor Nitrogen Valve         | \$7        | 2             |
| EB3253      | L-135/2 STM32 CPU Board        | \$1,362    | 2             |
| EB3124      | Camera Connection Board        | \$407      | 1             |
|             | Misc. O-Rings                  | \$150      |               |

Note:

- ♦ Faris Machinery personnel will review suggested Rausch parts list with City personnel and come to an agreement on what parts will be in inventory at the Commerce City branch. This will be done within 30 days of receipt of the order.



# Equipment Build Schedule

## Lead Time:

The current estimated lead time for delivery of a completed Rausch USA CCTV Van is January of 2021. This lead time is based on receiving a suitable chassis at the Rausch USA factory by early December of 2020. Any delays in receiving the chassis will affect the delivery of the end product.

Other major factors to the January 2021 delivery date could be disruptions to the Rausch USA supply chain or emergency shutdown of the Rausch USA factory due to COVID 19 issues.

## Build Schedule Sequence and Milestones:

- ♦ Order received for Rausch USA components and coordinate with Chassis manufacturer
- ♦ Final chassis build approved by Rausch USA Engineering– Notice of approval will be communicated to City personnel via email by Faris Project Lead, Scott Madsen
- ♦ Chassis received and inspected at Rausch USA factory– Notice of chassis delivery will be communicated to City personnel via email by Scott Madsen
- ♦ Notice From Rausch USA factory that unit is ready to ship to Colorado– City personnel will be notified via email by Scott Madsen that the unit is ready to ship.
- ♦ Arrival of unit at Faris Machinery Company– Scott Madsen will inform City personnel that the unit is in the Faris Machinery yard.
- ♦ Unit scheduled into shop for pre-delivery inspection at which time the unit will be tested to ensure all operations are functioning properly.
- ♦ Delivery and In-service to the City of Arvada will be coordinated with City personnel and the Rausch USA representative to ensure all parties have adequate opportunity to set aside time for training.
- ♦ During the build process Scott Madsen will communicate with City personnel on an agreed frequency and method.





**LIMITED WARRANTY CERTIFICATE**

**RAUSCH ELECTRONICS USA, LLC AS SELLER, WARRANTS TO THE ORIGINAL PURCHASER OF THE PRODUCT IDENTIFIED BY THE SERIAL NUMBERS INDICATED ON THE SERIAL NUMBER LIST THAT SUCH PRODUCTS ARE FREE FROM DEFECTS IN WORKMANSHIP AND MATERIAL. This**

**Limited Warranty shall remain in effect for a period of one year from the date of sales or otherwise agreed. This one year limited covers systems used in accordance with its designed use in clean municipal sewer or storm sewer lines.**

This Limited Warranty covers original purchaser only. The term "original purchaser" as used in this Limited Warranty is deemed to be that person, firm, association, corporation or other entity to whom this product was sold initially by Seller.

This Limited Warranty shall NOT apply to this product if it has been repaired or altered, except by Seller or its authorized agents, or if it has been subject to accident, negligence, abuse or misuse, or has not been maintained by purchaser in strict accordance with the procedures as described in the manual or as shown during initial training. The Limited Warranty shall NOT apply if damage to the product is a result of a defective or inadequate vehicle, supplied by Purchaser to Seller for installation of the product i.e., a retro installation. General Exclusions from warranty include all common wear and tear parts, including but not limited to: tires, all external cables exposed to the working environment, lighting, fuses, drive rollers. All damages caused by, or as a result of buyer performed repair work will not be covered by this limited warranty.

**SELLER SHALL NOT BE LIABLE FOR CONSEQUENTIAL, COMPENSATORY, INCIDENTAL SUCH AS, BUT NOT LIMITED TO, LOST PROFITS AND OR COST OF REPLACEMENT SERVICES AND/ OR PUNITIVE DAMAGES UNDER THIS LIMITED WARRANTY. SELLER'S SOLE LIABILITY TO ORIGINAL PURCHASER FOR BREACH OF THIS LIMITED WARRANTY IS TO EITHER REPAIR OR REPLACE THE DEFECTIVE PRODUCT, AT SELLER'S OPTION.**

**THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON PART OF THE SELLER. THIS LIMITED WARRANTY SHALL APPLY ONLY WITHIN THE BOUNDARIES OF THE CONTINENTAL UNITED STATES.**

This Limited Warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

To obtain information on warranty performance, call the telephone number at the bottom of this document.

Version 5.12.12

**RAUSCH Electronics USA, LLC**  
1686 Opportunity Ave ▪ Chambersburg, PA 17201  
Phone: (717) 709-1005 ▪ Fax: (717) 709-1009

**FARIS**  
**MACHINERY**

## Rausch Project References

**Project:** City of Lafayette, Co Public Works

**Contact Name:** Al Gomez

**Title:** Streets, Utilities, and Fleet Superintendent

**Email:** alg@cityoflafayette.com

**Phone:** 303-661-1291

### **Description of Project:**

Due to growth the City needed to add to the Rausch USA pipe inspection CCTV camera system that consists of the steerable four-wheel drive L 135 Tractor with an electrical lift and the pan & tilt KS 135 camera. The City needed a rugged system built to inspect sewer, water and storm drain pipes from 6" to 60" pipe diameter.

### **Rausch USA Projects & References:**

**Project:** Clifton Sanitation District

**Contact Name:** Eli Jennings

**Title:** Operations Supervisor

**Email:** ejennings@cliftonsanitation.com

**Phone:** 970-257-6587

**Description of Project:** The City of Clifton was the first to purchase the RCA 4.0 full HD System in the Country. The RCA 4.0 enables transmission in Full HD with a resolution of 1920×1080 pixels using copper cables instead of fiber optic cables which can be difficult to re-pair.. This is possible due to specially developed and patented VML technology. With the ease to re-terminate the cable ends without having to get certification on fiber optic repairs. The result was improved quality of the inspection data and reduced running cost based on simplified services requirements.





## Rausch Project References

**Project:** KR Swerdfeger

**Contact: Name:** Jason Hagermann

**Title:** Equipment Manager

**Email:** jasonh@krswerd.com

**Phone:** 719-252-8841

### **Description of Project:**

After purchasing Rausch USA trailer mounted unit, KR Swerdfeger decided to upgrade and install a lateral launch system. KR Swerdfeger purchased this unit from auction and wanted a piece of mind with up-to-date warranty. We sent unit to factory and Re-Certified all Rausch USA Components for full factory warranty. We recently in-serviced this unit with the team from Rausch USA.



# Faris Machinery Sustainability

Faris Machinery is always striving for continuous improvement- to do better by using best practices. Faris Machinery strives to be Zero Waste. We responsibly manage materials throughout the life cycle of our products to achieve waste reduction outcomes. Faris Machinery recycles and reduces disposable waste. We are committed to sustainability initiatives in our products and across our business.

Faris Machinery's Environmental Division provides products to sustainably manage our water resources and maintain our water infrastructure.

## Faris Machinery's Sustainability Business Practices

We are intentional about sustainability. As an organization our goals are:

- ♦ To partner with our employees, investing time and training to reinforce the importance of sustainability.
- ♦ Evaluate our Supply Chain to identify those that are environmentally friendly and strive to align ourselves with those organizations.
- ♦ We purchase Energy Efficient Products when possible.
- ♦ We recycle our electronics and printer consumables, choosing that equipment for its energy efficiency.
- ♦ We have developed sustainability work policies and procedures to reinforce our efforts as an example, we power down all equipment at the end of the day and enable energy savings settings on all computers to reduce energy consumption.
- ♦ We employ high efficiency lighting and motion sensors to reduce energy usage.
- ♦ We recycle used batteries including lead, nickel, lithium-ion and alkaline
- ♦ We recycle plastic, paper, cardboard products, steel, copper, and wood.
- ♦ We have a coordinated program with our waste management vendor to recycle our used oil.
- ♦ We are exploring new ways to reduce our carbon footprint; an example is researching the feasibility of using a dry ice blaster to clean machine surfaces in lieu of chemicals.

## Community

We realize that one of our greatest assets are the people we employ at Faris Machinery. To ensure that Faris Machinery can sustain our level of service in the future we actively recruit young adults into our industry. We have aligned with Denver Kids, a program that helps under privileged kids explore different career alternatives. We regularly sponsor open houses where the kids can tour our facilities, see the equipment work and speak with our employees about careers in our industry. In addition to Denver Kids we are a founding sponsor of the Community College of Aurora Diesel Tech Program. The program gives students the opportunity to earn an associates degree upon completion. Sponsored students work both in the classroom and in our service department while they complete the course. If the student successfully completes the program Faris Machinery pays for the entire tuition. In addition the student receives tool set and tool box to assist in their career success in our industry.



## **Faris Machinery Sustainability**

### **The Environmental Division of Faris Machinery Company**

Faris Machinery is proud of its long-standing commitment to environmental conservation. We support products that move material, clean infrastructure, and protect communities where we work and live. We will continue to stay committed to our three-pronged sustainability effort of education, manufacturer evaluation and product innovation to ensure we are protecting the environment for future generations.

### **Rausch USA Community Commitment**

Rausch USA is located within the greater area of Chambersburg, Pennsylvania. We feel it is our obligation to give back to the community as we are in business for more than just profit. Most of our employees live in this area and as such we try to focus on smaller local groups versus nationwide organizations. The organizations we donate to align with our business values, benefit the local community, and are usually overlooked by larger companies. Rausch USA is proud to be a long standing member of the Chambersburg Chamber of Commerce.

### **Charities and Foundations Supported by Rausch**

- ◆ American Society for the Prevention of Cruelty to Animals
- ◆ Building Our Pride in Chambersburg, Inc
- ◆ Chambersburg Area Middle School North Take Home Meals for Students
- ◆ Chambersburg Area School District Foundation
- ◆ Central PA Food Bank
- ◆ Chamber of Commerce
- ◆ Exchange Club Foundation
- ◆ Franklin County Science Fair
- ◆ Franklin Fire Company No. 4
- ◆ Franklin Science Center
- ◆ Green Flag Racing
- ◆ Muscular Dystrophy
- ◆ Pennsylvania Lady Steel
- ◆ South Hampton Township Parks & Recreation
- ◆ United Way of Franklin County



## **Faris Machinery Cost and Work Hours**

### **Rausch USA Parts Prices:**

Rausch USA prices are based on the suggested manufacture price list. A copy of the price list is available upon request.

### **Faris Machinery Shop Labor Rates:**

Once the warranty period expires the following shop labor rates are available:

- ♦ Shop Labor Rate per Hour: \$127.00
- ♦ Overtime Shop Labor Rate per Hour: \$160.00
- ♦ Field Service Labor Rate per Hour: \$157.00
- ♦ Overtime Field Service Labor Rate per Hour: \$187.00

Labor rates are reviewed annually and are subject to change after December, 2020.

## **Additional Information**

### **Sewer Inspection Van/Cleaner Audit Program:**

To insure that the City's sewer inspection vans are ready to perform during critical times, Faris Machinery Company offers a machine audit program. A factory trained Faris Machinery Service Technician will evaluate each City owned Rausch USA inspection van and provide recommendations for needed repairs. Once a course of action is selected by the City, the unit can be scheduled into one of our branch locations and the sewer cleaner will be brought up to the desired specification recommended by the audit.

### **Preventative Maintenance Programs:**

Preventative maintenance programs for sewer inspection van/cleaner fleets are available through Faris Machinery Company. These programs can be tailored to suit the needs of the City of Arvada. For additional information on these programs please contact our Service Manager for more information.

### **Review of Operating and Maintenance Procedures:**

In the event of City employee turnover Faris Machinery Service Technicians can provide periodic reviews of basic sewer inspecting/cleaning operations and maintenance to new City employees.





# Vendor Performance Measure Goals

## **Price/Cost:**

Faris Machinery Company will Provide an accurate invoice to the City of Arvada following goals:

- ♦ Invoice price will match the City Purchase order.
- ♦ Purchase order number, billing address and ship to address will be clearly stated on the invoice.
- ♦ Terms and conditions will be clearly stated on the invoice.
- ♦ Invoice will be issued within 48 hours of delivery of the Rausch Vans to the City of Arvada.

## **Punctuality/Responsiveness:**

- ♦ Faris Machinery will respond to phone calls on downed Rausch CCTV vans within 2 Hours
- ♦ Faris Machinery will have service personnel available within 24 hours or sooner after notification of CCTV van issues.

## **Quality/Reliability:**

- ♦ Our Environment Product Specialist, Scott Madsen, will contact City personnel every 30-days to ensure proper communication.
- ♦ Faris Machinery personnel will review suggested Rausch parts list with City personnel and come to an agreement on what parts will be in inventory at the Commerce City branch. This will be done within 30 days of receipt of the order.

## **Sustainability and/or Innovation:**

- ♦ Rather than use paper all Faris Machinery invoices will be emailed to the proper contact at the City of Arvada
- ♦ All estimates for repairs and parts quotes will be emailed to the proper contact at the City of Arvada



## Conclusion

We look forward to continuing our relationship with the City of Arvada and their Sewer Cleaning and inspection fleet. Thank you for the opportunity to participate in this proposal.





## **REQUEST FOR PROPOSAL**

**Proposal #:** RFP-20-CCTV Inspection Vans

**Title:** CCTV Inspection Vans

**RFP Issued:** 10/09/2020

**Pre-proposal Meeting:** 10/15/2020 @ 11 am local time@ City of Arvada Wastewater - 5555 W 56th Ave, Arvada, CO 80002

**Question Deadline:** 10/16/2020 3:00 p.m. local time  
Questions and responses will be posted on BidnetDirect.com

**Proposals Due By:** 11/03/2020 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:** TBD

**Submit questions to:** Whitney Smith, [wsmith@arvada.org](mailto:wsmith@arvada.org)

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 2-4   |
| Special Terms and Conditions                                      | page 5-6   |
| Insurance Requirements                                            | page 7     |
| Administrative instructions and Evaluation Criteria               | page 8-9   |
| Scope of Work                                                     | page 9     |
| Submittal Forms, submittal checklist                              | page 10-11 |
| Attachments/Exhibits, including Performance Measures for services |            |

**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 provided 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 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 therefore 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](http://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.

### **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.

### **BEST VALUE AGENCY**

The City of Arvada is a best value agency. The intent of this solicitation is to award to the lowest responsive, responsible proposer that meets or exceeds the specifications and requirements incorporated in these solicitation documents. It is solely incumbent on the staff of the City of Arvada to conduct due diligence to determine best value prior to award.

## **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 Background, Capabilities and Experience
- 2) Local Representation, Customer Service and Support
- 3) Equipment Quality, Durability, User Friendliness and References
- 4) Ability to Meet Required Specifications
- 5) Price / Total Cost of Ownership, Best Value for the Services and or Products Provided
- 6) Performance Measures included in the proposal if a service over \$15,000.

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 Wastewater Division is seeking the purchase of two new Close Circuit Television inspection (CCTV) vans as part of the Vehicle Replacement Program. We hope to award a bid and have this scheduled for Council approval in October. With a 90 to 120 day build estimate, we hope to have possession of the vans by early 2021.

### **SCOPE OF WORK:**

Wastewater has seen several product demonstrations to date. **After consideration of possibly moving to new software, we are committed to staying with the I.T. Pipes CCTV software and upgrading to their Mobile software system. The computers/hardware will be purchased through the City of Arvada and should not be included in the bid pricing.** Our CCTV program consists of warranty inspection for new development as well as routine inspections of the existing sanitary sewer pipe, primarily 15" and smaller throughout the City on a scheduled basis. Our needs will also include the ability to televise larger sanitary trunk lines as well as storm lines up to 48" in diameter.

**\* Local representation for camera systems and transporter repairs and maintenance within the immediate Denver metro area will be a requirement of the bid selection process. Please specify physical address, facility capabilities, staffing and experience.**

Each CCTV van will meet the following minimum requirements:

**Van:** Ford Transit or similar, 6 speed automatic transmission, gasoline engine, 2 WD

- Walk through access from operators room to rear of van
- Ceiling mounted A.C. unit in operators room, minimum cab A.C. unit with ceiling fan
- CCTV system power preference would be with an Inverter system
- Include minimum 10 gallon wash down system with 25 ft. of hose and nozzle
- Power boom crane assembly for heavy transporter entry and retrieval (50 lbs. or more)
- AM/FM radio in cab
- A.C. in cab
- Accommodate room for TV cable reel, camera and transporter storage, top roller/bottom roller assembly, tool and storage compartments, work bench, interior lighting, rear facing flat screen monitor, any additional necessities
- Operators room, van side entry door, desk and swivel chair, elevated control console with rack mount accommodation for electrical equipment, LED lighting, fire extinguisher with bracket mount, wall mounted storage compartment, electrical outlets with multiple receptacles, A.C. unit or ceiling mounted fan

- o Operator room temperature must not exceed 85 degrees Fahrenheit on a typical Colorado afternoon
- Specify in detail the ability to retrofit to a lateral launch system if needed

**Camera/Transporters:**

- Solid state color TV camera with optical and digital zoom lens, pan and tilt with 360 degree rotation
- LED lights to accommodate 6" to 60" pipe
- Steerable transporter capability
- Built in sonde for locating
- Built in inclinometer
- 90 degree pivoting power connector assembly
- Back up camera
- Auto power lift assembly for camera, please specify capabilities
- Transporter, hubs, wheel/tire assemblies to accommodate 6" to 48" pipe
- T.V. cable, minimum length 1,000 ft. preference 1,300 ft. Minimum 2,000 lb. break strength. Digital footage counter

**\*\* Systems must be fully compatible with the I.T. Pipes Mobile CCTV software program.**

**Miscellaneous:**

- Build out and delivery of the CCTV vans to the City of Arvada 140 days or less from the initiation of the contract
- Adequate training provided by supplier for all aspects of the van, camera, transporters and other equipment or accessories to be provided at our facility upon delivery as part of bid price

**Total Cost, FOB Arvada, CO**

**\$193,397.00 PER Unit**

**(Software not Included)**



## **REQUIRED VENDOR SUBMITTAL FORM**

### **SUBMITTED BY:**

Company Name: Faris Machinery Company

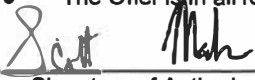
Contact Names: Sales/Customer Service Scott Madsen

Address: 5770 East 77th Ave. Commerce City, CO 80022

Phone: ( 303 ) 289-5743 Email(s): scott.madsen@farismachinery.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:  November 3, 2020 84-0424667  
Signature of Authorized Agent Date FEIN

Scott Madsen Environment Product Specialist scott.madsen@farismachinery.com  
Typed/Printed Name of Agent Title of Agent Agent email

Mark Shelton Vice President mark.shelton@farismachinery.com  
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 #:      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.
- Pricing – All fee and costs associated with the proposal.
- Performance Measures Form, when an applicable service.
- 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: City of Lafayette Contact Person: Al Gomez

Address: 1700 Avalon Street Lafayette, CO 80026

Telephone No: 303-661-1291 Email: alg@cityoflafayette.com

Describe type of work/service performed or items supplied: CCTV camera system, please see details  
in our proposal

Name: Clifton Sanitation District Contact Person: Eli Jennings

Address: 3217 D Road Clifton, CO 81520

Telephone No: 970-257-6587 Email: ejennings@cliftonsanitation.com

Describe type of work/service performed or items supplied: Install of high definition system, please see details  
in our proposal

Name: KR Swerdfeger Construction Contact Person: Jason Hagermann

Address: 421 E. Industrial Pueblo West, CO 81007

Telephone No: 719-252-8841 Email: jasonh@krswerd.com

Describe type of work/service performed or items supplied: Upgrade of CCTV system, please see details  
in our proposal

**PERFORMANCE MEASURES FORM INSTRUCTIONS:**

The City has incorporated Performance Management into its organizational culture. When vendors submit offers to the City 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 City. 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 awarded 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. Please see our goals in our proposal
- 2.

(b) Punctuality/Responsiveness

*Example Measure: Reporting of project status will occur monthly with the City and consultant's Project Manager.*

1. Please see our goals in our proposal
- 2.

(c) Quality/Reliability

*Example Measure: Revisions are drafted within two weeks, and no more than 3 revisions prior to final draft.*

1. Please see our goals in our proposal
- 2.

(d) Sustainability and/or Innovation

*Example Measure: Digital reports delivered to the City 95% of the time will to reduce the use of paper.*

1. Please see our goals in our proposal
- 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.*



## REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM  
8.A.10.

TO: THE HONORABLE CITY COUNCIL

DATE: January 25, 2021

SUBJECT: R21-022 A Resolution Authorizing the Issuance of a Purchase Order in the Amount of \$400,000.00 to SaltWorx LLC for the Purchase of Salt Material in 2021

### **Report in Brief**

City Council approval is requested on the attached resolution authorizing the issuance of a purchase order to be used as needed in 2021, in an amount not to exceed \$400,000.00 to SaltWorx LLC for road salt.

The City uses road salt as part of its ice and snow control practices to make roads safer for vehicle use during winter events.

The City participates with other cities and the Colorado Municipal Assembly of Procurement Officials (MAPO) to obtain bids on commonly used municipal material, including road salt to get the best prices for 2021. Participation through MAPO provides an efficient process for ensuring cost effectiveness and competitive pricing.

SaltWorx provides a product called Ice Kicker which has proven very effective in certain types of ice and snow conditions.

The Arvada team recommends that the City Council approve R21-022, A Resolution Authorizing the Issuance of a Purchase Order in the Amount of \$400,000.00 to SaltWorx LLC for the Purchase of Salt Material for 2021.

### **Financial Impact**

Funds are available in account 01.705011.53034 (Snow & Ice Materials). The amount of salt purchased will depend on the nature and length of winter storm events.

### **Background**

This request will cover all purchases from this vendor in 2021.

This is one of three requests for approval of road salt and liquid deicer materials for 2021. During regional snow storms it can be difficult for a vendor to meet the demands for materials placed upon it by local governments. The City puts in place P.O.'s with different vendors to help ensure we can obtain the needed materials in a timely manner.

Council has approved similar purchase orders in the past. This action ensures that more than one vendor has material available during the snow season to supply road salt to the City in a timely manner.

### **Discussion**

Road salt and liquid deicers are used to clear streets of snow and ice and to help improve the safety of the roads during winter events. The use of multiple vendors supports the ability of the City to procure these materials when needed.

The City has constructed salt domes for storage of this material until it is needed. This stockpile enables the City to manage this resource and provides time to order and receive new supplies under routine ordering conditions, avoiding emergency procurement charges.



**Public Contact**

Posting of the City Council agenda

**Commission Recommendation**

N/A

**Strategic Alignment**

This program is aligned with the following Principle within the Infrastructure Priority Area of the City Council Strategic Plan:

*Maintains existing roads 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**

N/A

**Recommendation for Action**

The Arvada team recommends that the City Council approve R21-022, A Resolution Authorizing the Issuance of a Purchase Order in the Amount of \$400,000.00 to SaltWorx LLC for the Purchase of Salt Material in 2021.

**Suggested Motion:**

I move that R21-022, A Resolution Authorizing the Issuance of a Purchase Order in the Amount of \$400,000.00 to SaltWorx LLC for the Purchase of Salt Material in 2021, be (approved) (rejected).

Prepared by:  
Christine Biddle, Administrative Specialist

Reviewed by:  
Karen Custer, Administrative Assistant 1/7/2021  
Hannah Gregory, Legal Administrative Assistant 1/8/2021

Approved by:

|                                                |           |
|------------------------------------------------|-----------|
| Dan Pumphrey, Streets Manager                  | 1/7/2021  |
| Don Wick, Director of Public Works             | 1/7/2021  |
| Bryan Archer, Director of Finance              | 1/7/2021  |
| Erika Pierce, Litigation Paralegal             | 1/8/2021  |
| Julie Richards, Senior Assistant City Attorney | 1/13/2021 |
| Rachel Morris, City Attorney                   | 1/13/2021 |
| Lorie Gillis, Deputy City Manager              | 1/13/2021 |
| Mark Deven, City Manager                       | 1/14/2021 |

**SUBJECT:** R21-022 A Resolution Authorizing the Issuance of a Purchase Order in the Amount of \$400,000.00 to SaltWorx LLC for the Purchase of Salt Material in 2021

**PAGE:** 3  
**ITEM:** 8.A.10.

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R21-022

A RESOLUTION AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER  
IN THE AMOUNT OF \$400,000.00 TO SALTWORX LLC FOR THE  
PURCHASE OF SALT MATERIAL IN 2021

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

Section 1. The city manager is hereby authorized to issue a purchase order in the amount of \$400,000.00 to Saltworx LLC for the purchase of salt material in 2021.

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

APPROVED AND ADOPTED THIS 25th day of January, 2021.

\_\_\_\_\_  
Marc Williams, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



## NOTICE OF AWARD RENEWAL

|                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>AWARD NUMBER: 311001510</b><br><br>(THIS IS NOT A PURCHASE ORDER, SEE NOTE BELOW)                                                                                                                                                                                                            | <b>Re: Invitation For Bid # HAA 18-043 MM</b><br><b>RFX 7000773</b><br><b>Period Covered: 11/16/17 through 9/30/21</b><br><b>ONE possible renewal options remaining</b>                                                           |
| <b>VENDOR NO. 1107984</b><br><b>VENDOR NAME: SaltWorx LLC</b><br><b>ADDRESS: P.O. Box 628</b><br><b>Morgan UT 84050</b><br><b>CONTACT PERSON: Kyle Brown</b><br><b>PHONE: 801 791 3321</b><br><b>FAX: 801 752 1296</b><br><b>EMAIL: Kyle@saltworx.net</b><br><b>DELIVERY: 5 days or 10 days</b> | <b>INVOICE TO:</b><br>Invoice address on Purchase Order for Colorado State Agencies, Institutions and political subdivisions<br><br><b>GROUP NUMBER: 77545</b><br><b>ROAD MAINTENANCE SALT</b><br><b>MATERIAL NUMBER 11008333</b> |

This award is for the purchase Granular Deicer material per the specifications, terms and conditions of CDOT bid HAA IFB 18-043 MM. PNS Category 8B

Product Awarded: Ice Kicker

See Attached Table for Pricing

**Conditions of Award:** Award is made to above referenced vendor for supplying the commodity/service specified above and on any attached supplementary pages per bid specifications to be ordered on an “as needed” basis, with ONE, one-year renewal periods, at CDOT option. This agreement is in year 4 of 5 possible years total. Prices shall be firm through the first 12 months of award.

**Requests for any proposed price changes after the first 12 months must be submitted along with supporting documentation, to CDOT Purchasing, a minimum of sixty (60) days prior to the proposed effective date of such change.** A new award notice will be issued for each additional renewal year that CDOT selects. **EITHER PARTY MAY CANCEL ON 30 DAYS WRITTEN NOTICE.**

NOTE: THIS AWARD IS A NOTICE OF INTENT TO PURCHASE ONLY. VARIOUS CDOT PERSONNEL AS NEEDED WILL ORDER MATERIALS. MATERIAL ORDERED BY CDOT THAT COST \$5000.00 OR MORE PER ITEM, OR AGGREGATE, MUST BE ORDERED VIA PURCHASE ORDER. OTHER COLORADO STATE AGENCIES, INSTITUTIONS OR POLITICAL SUBDIVISIONS MAY ORDER MATERIALS BASED ON THIS AWARD. AGENCIES OTHER THAN CDOT ORDERING MATERIAL BASED ON THIS AWARD MUST ORDER VIA THEIR OWN PURCHASE ORDER SYSTEM. CDOT WILL ONLY BE RESPONSIBLE FOR MATERIAL ORDERED AND RECEIVED BY IT. NO QUANTITIES ARE GUARANTEED AS A RESULT OF THIS AWARD. QUANTITIES ORDERED WILL BE BASED UPON ACTUAL REQUIREMENTS.

IN ACCORDANCE WITH SECTION 24-110-201, CRS, THIS AWARD WILL BE FOR A COOPERATIVE PURCHASING AGREEMENT (“AGREEMENT”) AVAILABLE FOR USE BY THE CONTRACTING STATE AGENCY, OTHER STATE AGENCIES, STATE INSTITUTIONS OF HIGHER EDUCATION, POLITICAL SUBDIVISIONS (E.G., CITIES, COUNTIES, SCHOOLS) AND ELIGIBLE NON-PROFIT AGENCIES ON THE TERMS, CONDITIONS AND RATES SET FORTH IN THE AGREEMENT. EACH AGENCY OR ENTITY ORDERING GOODS OR SERVICES UNDER THE AGREEMENT WILL BE RESPONSIBLE FOR ALL COSTS AND EXPENSES INCURRED IN CONNECTION WITH ITS ORDERS. AGENCIES OR ENTITIES MAY PLACE ORDERS UNDER THE AGREEMENT USING A COMMERCIAL CREDIT CARD, PURCHASE ORDER OR CONTRACT, AS DEEMED APPROPRIATE BY THE ORDERING AGENCY OR ENTITY.

|                                                                                                                    |                                                                                            |
|--------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| Please direct inquiries on this award to CDOT Purchasing,<br>Phone: 303 757 9618<br>Email: Jeremy.Roth@State.CO.US | Approved By:<br><i>Jeremy Roth</i><br>Jeremy Roth, Purchasing Agent / Storeroom Controller |
|--------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|



|                 |                                        |                                       |
|-----------------|----------------------------------------|---------------------------------------|
| <u>SUPPLIER</u> | SaltWorx LLC – <b>NEW PRICING FY21</b> |                                       |
| Product         | Ice Kicker, Granular Deicer            |                                       |
| Material Number | 11008333                               |                                       |
| ZONE            | 5 Calendar Day Delivery / \$ Per Ton   | 10 Calendar Day Delivery / \$ Per Ton |
| 1.              | 121.92                                 | 121.92                                |
| 2.              | 120.48                                 | 120.48                                |
| 3.              | 128.24                                 | 128.24                                |
| 4.              | 116.00                                 | 116.00                                |
| 5.              | 132.23                                 | 132.23                                |
| 6.              | 138.77                                 | 138.77                                |
| 7.              | 106.21                                 | 106.21                                |
| 8.              | 109.94                                 | 109.94                                |
| 9.              | 123.79                                 | 123.79                                |
| 10.             | 127.65                                 | 127.65                                |
| 11.             | 113.45                                 | 113.45                                |
| 12.             | 121.42                                 | 121.42                                |
| 13.             | 137.47                                 | 137.47                                |
| 14.             | 101.69                                 | 101.69                                |
| 15.             | 108.61                                 | 108.61                                |
| 16.             | 129.39                                 | 129.39                                |
| 17.             | 135.80                                 | 135.80                                |
| 18.             | 127.43                                 | 127.43                                |
| 19.             | 135.37                                 | 135.37                                |
| 20.             | 142.11                                 | 142.11                                |
| 21.             | 103.43                                 | 103.43                                |
| 22.             | 111.68                                 | 111.68                                |
| 23.             | 112.83                                 | 112.83                                |
| 24.             | 135.21                                 | 135.21                                |
| 25.             | 140.07                                 | 140.07                                |
| 26.             | 136.74                                 | 136.74                                |
| 27.             | 155.34                                 | 155.34                                |
| 28.             | 155.52                                 | 155.52                                |
| 29.             | 113.81                                 | 113.81                                |
| 30.             | 120.18                                 | 120.18                                |
| 31.             | 139.50                                 | 139.50                                |
| 32.             | 155.80                                 | 155.80                                |
| 33.             | 149.50                                 | 149.50                                |
| 34.             | 151.19                                 | 151.19                                |
| 35.             | 163.00                                 | 163.00                                |
|                 |                                        |                                       |
|                 |                                        |                                       |



## REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM  
8.A.11.

TO: THE HONORABLE CITY COUNCIL

DATE: January 25, 2021

SUBJECT: R21-023 A Resolution Authorizing the Issuance of a Purchase Order in the Amount of \$400,000.00 to Central Salt, LLC for the Purchase of Salt Material in 2021

### **Report in Brief**

City Council approval is requested on the attached resolution authorizing the issuance of a purchase order to be used as needed in 2021, in an amount not to exceed \$400,000.00 to Central Salt, LLC for road salt.

The City uses road salt as part of its ice and snow control practices to make roads safer for vehicle use during winter events.

The City participates with other cities and the Colorado Municipal Assembly of Procurement Officials (MAPO) to obtain bids on commonly used municipal material, including road salt to get the best prices for 2021. Participation through MAPO provides an efficient process for ensuring cost effectiveness and competitive pricing.

The Arvada team recommends that the City Council approve R21-023, A Resolution Authorizing the Issuance of a Purchase Order in the Amount of \$400,000.00 to Central Salt, LLC for the Purchase of Salt Material in 2021.

### **Financial Impact**

Funds are available in account 01.705011.53034 (Snow & Ice Materials).

The amount of salt purchased will depend on the nature and length of winter storm events.

### **Background**

This request will cover all purchases from this vendor in 2021.

This is one of three requests for approval of road salt and liquid deicer materials for 2021. During regional snow storms it can be difficult for a vendor to meet the demands for materials placed upon it by local governments. The City puts in place P.O.'s with different vendors to help ensure we can obtain the needed materials in a timely manner.

Council has approved similar purchase orders in the past. This action ensures that more than one vendor has material available during the snow season to supply road salt to the City in a timely manner.

### **Discussion**

Road salt and liquid deicers are used to clear streets of snow and ice and to help improve the safety of the roads during winter events. The use of multiple vendors supports the ability of the City to procure these materials when needed.

The City has constructed salt domes for storage of this material until it is needed. This stockpile enables the City to manage this resource and provides time to order and receive new supplies under routine ordering conditions, avoiding emergency procurement charges.

**Public Contact**

Posting of the City Council agenda

**Commission Recommendation**

N/A

**Strategic Alignment**

This program aligns with the following Principle within the Infrastructure Priority Area of the City Council Strategic Plan:

*Maintains existing roads 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**

N/A

**Recommendation for Action**

The Arvada team recommends that the City Council approve R21-023, A Resolution Authorizing the Issuance of a Purchase Order in the Amount of \$400,000.00 to Central Salt, LLC for the Purchase of Salt Material in 2021.

**Suggested Motion:**

I move that R21-023, A Resolution Authorizing the Issuance of a Purchase Order in the Amount of \$400,000.00 to Central Salt, LLC for the Purchase of Salt Material in 2021, be (approved) (rejected).

Prepared by:  
Christine Biddle, Administrative Specialist

Reviewed by:  
Karen Custer, Administrative Assistant 1/6/2021  
Hannah Gregory, Legal Administrative Assistant 1/8/2021

Approved by:

|                                                |           |
|------------------------------------------------|-----------|
| Dan Pumphrey, Streets Manager                  | 1/7/2021  |
| Don Wick, Director of Public Works             | 1/7/2021  |
| Bryan Archer, Director of Finance              | 1/7/2021  |
| Erika Pierce, Litigation Paralegal             | 1/8/2021  |
| Julie Richards, Senior Assistant City Attorney | 1/11/2021 |
| Rachel Morris, City Attorney                   | 1/13/2021 |
| Lorie Gillis, Deputy City Manager              | 1/14/2021 |
| Mark Deven, City Manager                       | 1/14/2021 |

**SUBJECT:** R21-023 A Resolution Authorizing the Issuance of a Purchase Order in the Amount of \$400,000.00 to Central Salt, LLC for the Purchase of Salt Material in 2021

**PAGE:** 3

**ITEM:** 8.A.11.

Enclosure, exhibits & attachments required to support the report



RESOLUTION NO. R21-023

A RESOLUTION AUTHORIZING THE ISSUANCE OF A  
PURCHASE ORDER IN THE AMOUNT OF \$400,000.00 TO CENTRAL SALT, LLC  
FOR THE PURCHASE OF SALT MATERIAL IN 2021

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

Section 1. The city manager is hereby authorized to issue a purchase order in the amount of \$400,000.00 to Central Salt, LLC for the purchase of salt material in 2021.

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

APPROVED AND ADOPTED THIS 25th day of January, 2021.

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Marc Williams, Mayor

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney



Financial Services  
Purchasing Division  
215 N. Mason St. 2<sup>nd</sup> Floor  
PO Box 580  
Fort Collins, CO 80522  
**970.221.6775**  
970.221.6707- fax  
[fcgov.com/purchasing](http://fcgov.com/purchasing)

May 1, 2020

Central Salt, LLC  
Attn: Lori Young  
1420 State Hwy 14  
Lyons, KS 67554

RE: Contract Renewal, 8744 MAPO Salt

Dear Ms. Young:

The City of Fort Collins wishes to extend the agreement term for the above captioned proposal per the existing terms and conditions and the following:

- 1) The term will be extended for one (1) additional year, July 1, 2020 through June 30, 2021.
- 2) Revised contract rates and pricing as attached, effective July 1, 2020.

If the renewal is acceptable to your firm, please sign this letter in the space provided and **include a current copy of insurance certificate naming the City as an additional insured for General and Automotive Liability** within the next fifteen (15) days.



If this extension is not agreeable with your firm, we ask that you send us a written notice stating that you do not wish to renew the contract and state the reason for non-renewal.

Please contact Senior Buyer, Elliot Dale at (970) 221-6777 if you have any questions regarding this matter.

Sincerely,

A black and white image of a handwritten signature, which appears to be "GSP", inside a rectangular box.

Gerry S. Paul  
Director of Purchasing

A rectangular box containing a stylized signature, likely for the recipient, Lori Young.

Signature

5/1/2020

Date

(Please indicate your desire to renew 8744 by signing this letter and returning it to Purchasing Division within the next fifteen days.)

GSP:kr

## 8744 MAPO Salt - 2020 prices

| Agency                      | 2020   |
|-----------------------------|--------|
| City of Fort Collins        | 64.67  |
| City of Thornton            | 80.15  |
| City of Golden              | 81.17  |
| Adams County                | 81.46  |
| City of Wheat Ridge         | 80.59  |
| City of Aurora              | 80.8   |
| City of Westminster         | 80.15  |
| City of Brighton            | 80.09  |
| Arapahoe County - Englewood | 81.74  |
| Arapahoe County - Bennett   | 81.29  |
| City of Arvada              | 77.59  |
| El Paso County              | No bid |
| City of Northglenn          | 81.69  |
| City of Lakewood            | 79.41  |
| City of Pueblo              | 89.02  |



# CERTIFICATE OF LIABILITY INSURANCE

1/1/2021

DATE (MM/DD/YYYY)

12/30/2019

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 rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                  |              |                                          |       |                                                 |       |                                                    |       |            |  |            |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|--------------|------------------------------------------|-------|-------------------------------------------------|-------|----------------------------------------------------|-------|------------|--|------------|--|
| <b>PRODUCER</b> Lockton Companies<br>Three City Place Drive, Suite 900<br>St. Louis MO 63141-7081<br>(314) 432-0500                                | <b>CONTACT</b><br>NAME:<br>PHONE (A/C. No. Ext):<br>E-MAIL:<br>ADDRESS:<br>FAX (A/C. No):                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                  |              |                                          |       |                                                 |       |                                                    |       |            |  |            |  |
| <b>INSURER(S) AFFORDING COVERAGE</b>                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                  |              |                                          |       |                                                 |       |                                                    |       |            |  |            |  |
| <b>INSURED</b><br>1406982 BSC Holding, Inc.<br>Lyons Salt Company<br>Central Salt, LLC<br>10955 Lowell Avenue, Suite 500<br>Overland Park KS 66210 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A: Liberty Mutual Fire Insurance Company</td> <td style="width: 20%;">NAIC # 23035</td> </tr> <tr> <td>INSURER B: Liberty Insurance Corporation</td> <td>42404</td> </tr> <tr> <td>INSURER C: ACE Property &amp; Casualty Insurance Co</td> <td>20699</td> </tr> <tr> <td>INSURER D: The First Liberty Insurance Corporation</td> <td>33588</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | INSURER A: Liberty Mutual Fire Insurance Company | NAIC # 23035 | INSURER B: Liberty Insurance Corporation | 42404 | INSURER C: ACE Property & Casualty Insurance Co | 20699 | INSURER D: The First Liberty Insurance Corporation | 33588 | INSURER E: |  | INSURER F: |  |
| INSURER A: Liberty Mutual Fire Insurance Company                                                                                                   | NAIC # 23035                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                  |              |                                          |       |                                                 |       |                                                    |       |            |  |            |  |
| INSURER B: Liberty Insurance Corporation                                                                                                           | 42404                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                  |              |                                          |       |                                                 |       |                                                    |       |            |  |            |  |
| INSURER C: ACE Property & Casualty Insurance Co                                                                                                    | 20699                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                  |              |                                          |       |                                                 |       |                                                    |       |            |  |            |  |
| INSURER D: The First Liberty Insurance Corporation                                                                                                 | 33588                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                  |              |                                          |       |                                                 |       |                                                    |       |            |  |            |  |
| INSURER E:                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                  |              |                                          |       |                                                 |       |                                                    |       |            |  |            |  |
| INSURER F:                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                  |              |                                          |       |                                                 |       |                                                    |       |            |  |            |  |

**COVERAGES** KISMI **CERTIFICATE NUMBER:** 15504929 **REVISION NUMBER:** XXXXXXXX

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 INSD | SUBR WVD | POLICY NUMBER      | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                            |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|--------------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y         | N        | TB2-641-445414-020 | 1/1/2020                | 1/1/2021                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| A        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | Y         | N        | AS2-641-445414-030 | 1/1/2020                | 1/1/2021                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$ XXXXXXXX<br>BODILY INJURY (Per accident) \$ XXXXXXXX<br>PROPERTY DAMAGE (Per accident) \$ XXXXXXXX<br>\$ XXXXXXXX                                               |
| B        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                                    | N         | N        | TH7-641-445414-040 | 1/1/2020                | 1/1/2021                | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000<br>\$ XXXXXXXX                                                                                                                                                                             |
| D        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                          | Y/N<br>N  | N/A      | WC6-641-445414-010 | 1/1/2020                | 1/1/2021                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                         |
| C        | Excess Liability                                                                                                                                                                                                                                                                                                       | N         | N        | G27907751 006      | 1/1/2020                | 1/1/2021                | \$20,000,000 Aggregate<br>\$20,000,000 Each Occurrence                                                                                                                                                                                            |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CITY OF FORT COLLINS IS ADDITIONAL INSURED UNDER GENERAL LIABILITY AND AUTOMOBILE LIABILITY AS REQUIRED BY WRITTEN CONTRACT.

**CERTIFICATE HOLDER**
**CANCELLATION** See Attachment

**15504929**

 CITY OF FORT COLLINS  
 215 N. MASON ST. 2ND FLOOR  
 PO BOX 580  
 FORT COLLINS CO 80522

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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CITY OF FORT COLLINS  
215 N. MASON ST. 2ND FLOOR PO BOX 580  
FORT COLLINS CO 80522

**To whom it may concern:**

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **15504929**.

- Email: STL-edelivery@lockton.com
- Phone: (866) 728-5657 (toll-free)

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

***The above inbox is for providing e-Delivery email addresses for next year's renewal certificates ONLY. Your information will be input within 90 days.***

Thank you for your cooperation and willingness in reducing our environmental footprint.

**Lockton Companies**



## REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM  
8.A.12.

TO: THE HONORABLE CITY COUNCIL

DATE: January 25, 2021

SUBJECT: R21-024 A Resolution Authorizing the Issuance of a Purchase Order in the Amount of \$200,000.00 to GMCO Corporation for the Purchase of Liquid De-Icer Material in 2021

### **Report in Brief**

In response to a request for bids, multiple vendors submitted bids to the City for snow and ice control material on November 20, 2020. The City also participates with other cities and the Colorado Multiple Assembly of Procurement Officials (MAPO) to obtain bids on commonly used municipal material, including liquid de-icer. Both bid processes were utilized to get the best prices for 2021. Bid prices are displayed on the attached bid tab. GMCO was one of three low bidders.

City Council action is requested on the attached resolution authorizing the issuance of a purchase order in an amount not to exceed \$200,000 to GMCO for liquid de-icer.

The Arvada team recommends that the City Council approve R21-024, A Resolution Authorizing the Issuance of a Purchase Order in the Amount of \$200,000.00 to GMCO Corporation for the Purchase of Liquid De-Icer Material in 2021.

### **Financial Impact**

Funds are available in account 01.705011.53034 (Snow & Ice Materials).

The amount of liquid de-icer purchased will depend on the nature and length of winter storm events.

### **Background**

This request will cover all purchases from this vendor in 2021.

This is one of three requests for approval of road salt and liquid deicer materials for 2021. During regional snow storms it can be difficult for a vendor to meet the demands for materials placed upon it by local governments. The City puts in place P.O.'s with different vendors to help ensure it can obtain the needed materials in a timely manner.

Council has approved similar purchase orders in the past. This action ensures that more than one vendor has material available during the snow season to supply liquid de-icing materials to the City in a timely manner.

### **Discussion**

The purchase of liquid de-icer as described herein is necessary to support the safe use of City streets and roads during the winter season. The use of multiple vendors supports the availability of de-icing materials to the City at all times.

Road salt and liquid deicers are used to clear streets of snow and ice and to help improve the safety of the roads during winter events. The use of multiple vendors supports the ability of the City to procure these materials when needed.

The City has procured four 10,000 gallon storage tanks for storage of this material until it is needed. This enables the City to manage this resource and provides time to order and receive new supplies under routine ordering conditions, avoiding emergency procurement charges.

**Public Contact**

Posting of the City Council agenda

**Commission Recommendation**

N/A

**Strategic Alignment**

This program aligns with the following Principle within the Infrastructure Priority Area of the City Council Strategic Plan.

*Maintains existing roads 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**

N/A

**Recommendation for Action**

The Arvada team recommends that the City Council approve R21-024, A Resolution Authorizing the Issuance of a Purchase Order in the Amount of \$200,000.00 to GMCO Corporation for the Purchase of Liquid De-Icer Material in 2021.

**Suggested Motion:**

I move that R21-024, A Resolution Authorizing the Issuance of a Purchase Order in the Amount of \$200,000.00 to GMCO Corporation for the Purchase of Liquid De-Icing Material in 2021, be (approved) (rejected).

Prepared by:  
Christine Biddle, Administrative Specialist

Reviewed by:  
Karen Custer, Administrative Assistant 1/7/2021  
Hannah Gregory, Legal Administrative Assistant 1/8/2021

Approved by:

|                                                |           |
|------------------------------------------------|-----------|
| Dan Pumphrey, Streets Manager                  | 1/7/2021  |
| Don Wick, Director of Public Works             | 1/7/2021  |
| Bryan Archer, Director of Finance              | 1/7/2021  |
| Erika Pierce, Litigation Paralegal             | 1/8/2021  |
| Julie Richards, Senior Assistant City Attorney | 1/11/2021 |
| Rachel Morris, City Attorney                   | 1/13/2021 |

**SUBJECT:** R21-024 A Resolution Authorizing the Issuance of a Purchase Order in the Amount of \$200,000.00 to GMCO Corporation for the Purchase of Liquid De-Icer Material in 2021

**PAGE:** 3  
**ITEM:** 8.A.12.

Lorie Gillis, Deputy City Manager

1/14/2021

Mark Deven, City Manager

1/14/2021

Enclosure, exhibits & attachments required to support the report



RESOLUTION NO. R21-024

A RESOLUTION AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER IN THE AMOUNT OF \$200,000.00 TO GMCO CORPORATION FOR THE PURCHASE OF LIQUID DE-ICER MATERIAL IN 2021

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

Section 1. The city manager is hereby authorized to issue a purchase order in the amount of \$200,000.00 to GMCO Corporation for the purchase of liquid de-icer material in 2021.

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

APPROVED AND ADOPTED THIS 25th day of January, 2021.

---

Marc Williams, Mayor

ATTEST:

---

City Clerk

APPROVED AS TO FORM:

---

City Attorney

| Description *                                                                                                                                                                                                                                                                     | EnviroTech Services Inc                | Ewing Irrigation and Landscape Supply  | GMCO Corporation                          | Holzberg Communications, Inc.           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|----------------------------------------|-------------------------------------------|-----------------------------------------|
| Torch Liquid De-icer or CDOT approved equivalent. BID PRICE SHALL INCLUDE DELIVERY COSTS TO LOCATIONS THAT ARE WITHIN THE CITY OF ARVADA.. Contract period will be 2021. Delivery must be within 24hrs of order. 6701 Indiana St, Arvada, Colorado, United States, 80001          | \$0.95 Per Gallon<br>80000 = 76,000.00 | \$1.18 Per Gallon<br>80000 = 94,400.00 | \$0.925 Per Gallon<br>80000 = \$73,600.00 | \$1.35 Per Gallon<br>80000 \$108,000.00 |
| Torch Liquid De-icer or CDOT approved equivalent. BID PRICE SHALL INCLUDE DELIVERY COSTS TO LOCATIONS THAT ARE WITHIN THE CITY OF ARVADA.. Contract period will be 2021. Delivery must be within 24hrs of order. 6161 Olde Wadsworth Blvd, Arvada, Colorado, United States, 80003 | \$0.95 Per Gallon<br>80000 = 76,000.00 | \$1.18 Per Gallon<br>80000 = 94,400.00 | \$0.925 Per Gallon<br>80000 = \$73,600.00 | \$1.35 Per Gallon<br>80000 \$108,000.00 |



## NOTICE OF AWARD RENEWAL

|                                                                                                                                                                                                                                                                                                                                                                        |  |                                                                                                                                                                                                                                                |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>AWARD NUMBER 311001481</b><br><br>(THIS IS NOT A PURCHASE ORDER, SEE NOTE BELOW)                                                                                                                                                                                                                                                                                    |  | <b>Re: Invitation For Bid # HAA IFB 18-008 MM</b><br><b>RFX - 7000730</b><br><b>Period Covered: 9/8/17 thru 8/31/21</b><br><b>ONE Possible renewal option remaining</b>                                                                        |  |
| <b>VENDOR NO. 1001519</b><br><b>VENDOR NAME: GMCO Corporation</b><br><b>ADDRESS: P.O. Box 1480</b><br><b>Rifle, CO 81650</b><br><b>CONTACT PERSON: Jeremey Henderson</b><br><br><b>PHONE: 970- 625-9100</b><br><b>FAX NO: 970-625-9101</b><br><b>EMAIL: <a href="mailto:jhenderson@gmcocorp.com">jhenderson@gmcocorp.com</a></b><br><b>DELIVERY: 5 Days or 10 Days</b> |  | <b>INVOICE TO:</b><br>Invoice address on Purchase Order for Colorado State Agencies, Institutions and political subdivisions<br><br><br><br><br><b>COMMODITY NUMBERS:</b><br>19246 – Ice & Snow Removal Chemicals<br>Material Number: 11007643 |  |

This award is for the purchase Cold Temperature Modified Liquid Deicer per the specifications, terms and conditions of CDOT bid HAA IFB 18-008 MM.

Product Awarded: Torch LT (Formerly known as NexGen Torch)

See Attached Table for Pricing

**Conditions of Award:** Award is made to above referenced vendor for supplying the commodity/service specified above and on any attached supplementary pages per bid specifications to be ordered on an “as needed” basis, with ONE, one-year renewal periods, at CDOT option. This agreement is in year 4 of 5 possible years total. Prices shall be firm through the first 12 months of award.

**Requests for any proposed price changes after the first 12 months must be submitted along with supporting documentation, to CDOT Purchasing, a minimum of sixty (60) days prior to the proposed effective date of such change. A new award notice will be issued for each additional renewal year that CDOT selects. EITHER PARTY MAY CANCEL ON 30 DAYS WRITTEN NOTICE.**

**NOTE: THIS AWARD IS A NOTICE OF INTENT TO PURCHASE ONLY. VARIOUS CDOT PERSONNEL AS NEEDED WILL ORDER MATERIALS. MATERIAL ORDERED BY CDOT THAT COST \$5000.00 OR MORE PER ITEM, OR AGGREGATE, MUST BE ORDERED VIA PURCHASE ORDER. CDOT WILL ONLY BE RESPONSIBLE FOR MATERIAL ORDERED AND RECEIVED BY IT. NO QUANTITIES ARE GUARANTEED AS A RESULT OF THIS AWARD. QUANTITIES ORDERED WILL BE BASED UPON ACTUAL REQUIREMENTS.**

IN ACCORDANCE WITH SECTION 24-110-201, CRS, THIS AWARD WILL BE FOR A COOPERATIVE PURCHASING AGREEMENT (“AGREEMENT”) AVAILABLE FOR USE BY THE CONTRACTING STATE AGENCY, OTHER STATE AGENCIES, STATE INSTITUTIONS OF HIGHER EDUCATION, POLITICAL SUBDIVISIONS (E.G., CITIES, COUNTIES, SCHOOLS) AND ELIGIBLE NON-PROFIT AGENCIES ON THE TERMS, CONDITIONS AND RATES SET FORTH IN THE AGREEMENT. EACH AGENCY OR ENTITY ORDERING GOODS OR SERVICES UNDER THE AGREEMENT WILL BE RESPONSIBLE FOR ALL COSTS AND EXPENSES INCURRED IN CONNECTION WITH ITS ORDERS. AGENCIES OR ENTITIES MAY PLACE ORDERS UNDER THE AGREEMENT USING A COMMERCIAL CREDIT CARD, PURCHASE ORDER OR CONTRACT, AS DEEMED APPROPRIATE BY THE ORDERING AGENCY OR ENTITY.

|                                                                                                                                                                 |                                                                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| Please direct inquiries on this award to CDOT Purchasing,<br>Phone: 303 757 9618<br>Email: <a href="mailto:Jeremy.Roth@State.CO.US">Jeremy.Roth@State.CO.US</a> | Approved By:<br><i>Jeremy Roth</i><br>Jeremy Roth, Purchasing Agent / Storeroom Controller |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|

| ALL PRICING IS PER GALLON |      |                 |                 | PRODUCT NAME   |                   |
|---------------------------|------|-----------------|-----------------|----------------|-------------------|
|                           |      | TORCH DELIVERED |                 | TORCH - PICKUP |                   |
| OLA<br>LINE#              | ZONE | 5 DAY PRICE     | 10 DAY<br>PRICE | AURORA         | GRAND<br>JUNCTION |
|                           | 1    | \$0.96          | \$0.95          |                |                   |
|                           | 2    | \$1.00          | \$0.99          |                |                   |
|                           | 3    | \$1.03          | \$1.02          |                |                   |
|                           | 4    | \$0.90          | \$0.89          |                |                   |
|                           | 5    | \$0.97          | \$0.96          |                |                   |
|                           | 6    | \$0.99          | \$0.98          |                |                   |
|                           | 7    | \$0.96          | \$0.95          |                |                   |
|                           | 8    | \$0.90          | \$0.89          |                |                   |
|                           | 9    | \$0.95          | \$0.94          |                |                   |
|                           | 10   | \$0.92          | \$0.91          |                |                   |
|                           | 11   | \$0.91          | \$0.90          |                |                   |
|                           | 12   | \$0.95          | \$0.94          |                |                   |
|                           | 13   | \$0.99          | \$0.98          |                |                   |
|                           | 14   | \$0.93          | \$0.92          |                |                   |
|                           | 15   | \$0.91          | \$0.90          |                |                   |
|                           | 16   | \$0.97          | \$0.96          |                |                   |
|                           | 17   | \$0.95          | \$0.94          |                |                   |
|                           | 18   | \$0.91          | \$0.90          |                |                   |
|                           | 19   | \$1.01          | \$1.00          |                |                   |
|                           | 20   | \$1.04          | \$1.03          |                |                   |
|                           | 21   | \$0.95          | \$0.94          |                |                   |
|                           | 22   | \$0.99          | \$0.98          |                |                   |
|                           | 23   | \$1.02          | \$1.01          |                |                   |
|                           | 24   | \$0.99          | \$0.98          |                |                   |
|                           | 25   | \$0.97          | \$0.96          |                |                   |
|                           | 26   | \$0.98          | \$0.97          |                |                   |
|                           | 27   | \$1.03          | \$1.02          |                |                   |
|                           | 28   | \$1.09          | \$1.08          |                |                   |
|                           | 29   | \$1.02          | \$1.01          |                |                   |
|                           | 30   | \$1.06          | \$1.05          |                |                   |
|                           | 31   | \$1.09          | \$1.08          |                |                   |
|                           | 32   | \$1.03          | \$1.02          |                |                   |
|                           | 33   | \$1.04          | \$1.03          |                |                   |
|                           | 34   | \$1.10          | \$1.09          |                |                   |
|                           | 35   | \$1.11          | \$1.10          |                |                   |
|                           |      |                 |                 | \$0.91         | \$0.91            |





## REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM  
8.B.1.

TO: THE HONORABLE CITY COUNCIL

DATE: January 25, 2021

SUBJECT: R21-025 A Resolution Regarding the Triennial Determination for the Continuation of The Rocky Flats Stewardship Council (February 2021-2024)

### **Report in Brief**

The Rocky Flats Stewardship Council was formed in 2006 through an Intergovernmental Agreement (IGA) to track ongoing monitoring and discussion of activities at the Rocky Flats site Central Operating Unit and National Wildlife Refuge. Among the terms and conditions of the IGA is the requirement that the Stewardship Council shall terminate absent the unanimous triennial determination by all Parties that the Stewardship Council should continue for another three years. The Arvada City Council has considered and approved resolutions that supported continuation of the Stewardship Council for each three-year period beginning in 2009, 2012, 2015 and 2018. All of the other parties to the IGA have considered and approved similar actions in order to continue the mission of the Rocky Flats Stewardship Council.

The next Triennial Review which requires affirmation by the parties must be acted on by February 1, 2021. In order to continue the mission of the Rocky Flats Stewardship Council, a resolution affirming the continued operation must be approved by all parties prior to that date.

The Arvada team recommends that the City Council approve Resolution R21-025, A Resolution Regarding the Triennial Determination for the Continuation of The Rocky Flats Stewardship Council (February 2021-2024).

### **Financial Impact**

Annual dues of \$1,000 are charged to each jurisdiction. The 2021 dues are being waived due to the restrictions associated with COVID-19.

### **Background**

The Rocky Flats Stewardship Council was formed in March 2006 to provide a forum for ongoing monitoring and discussion of the activities being conducted at the Rocky Flats site Central Operating Unit and National Wildlife Refuge. The mission of the Rocky Flats Stewardship Council is:

- To provide continuing local engagement on activities occurring at the Rocky Flats site regarding long-term stewardship of residual contamination and refuge management;
- To provide a forum to track issues related to former site employees, including but not limited to long-term health benefits and pension programs;
- To provide an ongoing mechanism to help maintain public knowledge of Rocky Flats and the ongoing needs and responsibilities regarding contaminant management and refuge management; and
- To provide an ongoing forum to engage on all other issues pertinent to Rocky Flats, as determined by the Stewardship Council Board of Directors.

The Stewardship Council is managed by a Board of Directors. Membership on the Board includes elected officials from the

counties and cities surrounding Rocky Flats, as well as three community organizations and one individual. The elected officials represent Boulder County, Jefferson County, the City and County of Broomfield, the cities of Arvada, Boulder, Golden, Northglenn, Thornton and Westminster and the Town of Superior. Community stakeholder representatives include the League of Women Voters, the Rocky Flats Cold War Museum and the Rocky Flats Homesteaders.

The governance of the Stewardship Council is defined in an Intergovernmental Agreement (IGA) that was established in February 2006 and amended in 2012 and 2018. The Arvada City Council approved the original IGA by ordinance as well as the 2012 and 2018 amendments.

Pursuant to the terms of the IGA, the Stewardship Council shall terminate absent the unanimous triennial determination by all Parties that the Stewardship Council should continue for another three years. The Arvada City Council has considered and approved resolutions that supported continuation of the Stewardship Council for each three-year period beginning in 2009, 2012, 2015 and 2018.

### **Discussion**

Presented for the City Council's consideration is a resolution supporting the continuation of the Rocky Flats Stewardship Council for the three-year period of 2021-2024. Similar actions are in the process of being considered for approval by the boards and councils of the member Parties to insure the uninterrupted continuation of the Rocky Flats Stewardship Council.

The Rocky Flats site is within close proximity to Arvada and the National Wildlife Refuge is accessible to many Arvada residents, including residents of the northwest area of the community. In recognition of these facts, the Arvada team believes it is critical that the City remain engaged as a member of the Stewardship Council. As the City Council is aware, Council member Nancy Ford is Arvada's representative to the Stewardship Council as a member of the Board of Directors. Council member Ford supports the continuation of the Stewardship Council as defined in the attached resolution and described herein.

### **Public Contact**

Posting of the City Council agenda.

### **Commission Recommendation**

N/A.

### **Strategic Alignment**

Approval of this resolution aligns with the Organizational and Service Effectiveness 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 Resolution R21-025, A Resolution Regarding the Triennial Determination for the Continuation of The Rocky Flats Stewardship Council (February 2021-2024).

### **Suggested Motion:**

I move that R21-025, A Resolution Regarding the Triennial Determination for the Continuation of The Rocky Flats Stewardship Council (February 2021-2024), be (approved) (rejected).

Prepared by:

Janet Newman, Administrative Specialist

Reviewed by:

Toni Riebschlager, Law Office Administrator 1/4/2021

Approved by:

Rachel Morris, City Attorney 1/13/2021

Lorie Gillis, Deputy City Manager 1/13/2021

Mark Deven, City Manager 1/14/2021

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R21-025

A RESOLUTION REGARDING THE TRIENNIAL DETERMINATION  
FOR THE CONTINUATION OF THE ROCKY FLATS STEWARDSHIP COUNCIL  
(FEBRUARY 2021-2024)

WHEREAS, the City and County of BROOMFIELD, the Counties of BOULDER and JEFFERSON, the Cities of ARVADA, BOULDER, GOLDEN, NORTHGLENN, THORNTON and WESTMINSTER, and the Town of SUPERIOR (collectively, the “Parties”), entered into an intergovernmental agreement dated February 13, 2006, as amended on February 6, 2012 and February 8, 2018 (“IGA”) establishing the Rocky Flats Stewardship Council, a separate legal public entity created by such IGA as permitted by Colorado Constitution Article XIV and section 18(2), part 2 of article 1, title 29, C.R.S. (“Stewardship Council”); and

WHEREAS, the Stewardship Council was established to allow local governments to continue working together on issues related to the long-term protection of Rocky Flats, as described in the IGA; and

WHEREAS, pursuant to the terms of the IGA, the Stewardship Council shall terminate absent, *inter alia*, the unanimous triennial determination by all Parties that the Stewardship Council should continue for another three years; and

WHEREAS, the City Council of the City of Arvada now desires to consider and make a determination concerning the continuation of the Stewardship Council;

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

Section 1. That the City Council of the City of Arvada does hereby find and determine that,

- a. It is not desirable for the Stewardship Council to terminate at this time; and
- b. The Stewardship Council should continue for an additional three (3) years from the date of February 13, 2021, pursuant to the terms and provisions of the IGA.

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

APPROVED AND ADOPTED this 25th day of January, 2021.

---

Marc Williams, Mayor

ATTEST:

---

City Clerk



APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: \_\_\_\_\_



## REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM  
8.B.2.

TO: THE HONORABLE CITY COUNCIL

DATE: January 25, 2021

SUBJECT: R21-026 A Resolution Authorizing an Agreement By and Between the City of Arvada and PeaceJam Foundation for the Use of Property Known as the Allen House and Located at 11200 West 64th Avenue

### **Report in Brief**

The City of Arvada has had a long-standing lease agreement with PeaceJam. This Resolution authorizes a lease agreement between the City of Arvada and the PeaceJam Foundation for their use of the building at 11200 West 64th Avenue, known as the Allen House. The term of this lease agreement is one year from the date of execution.

The Arvada team recommends that the City Council approve R21-026, A Resolution Authorizing an Agreement By and Between the City of Arvada and PeaceJam Foundation for the Use of Property Known as the Allen House and Located at 11200 West 64th Avenue.

### **Financial Impact**

Net payments to the City will be \$4,800 for calendar year 2021.

### **Background**

The City of Arvada entered into a lease agreement with PeaceJam for the use of the building at 11200 West 64th Avenue, known as the Allen House in 2010. The lease is now up for renewal and this resolution recommends that the the lease be renewed with PeaceJam for one year.

### **Discussion**

The City of Arvada and PeaceJam entered into a ten year Lease on May 1, 2010. Because Public Works will be reevaluating all city owned property leases in 2021, the City and PeaceJam agree to this one year lease beginning January 1, 2021 through December 31, 2021. Prior to December 31, 2021, the City will negotiate a new lease with PeaceJam.

The rent for this renewal period will be \$400.00 per month. Any other sums payable by PeaceJam including, but not limited to, insurance, utilities, and maintenance expenses, shall be deemed additional rent for purposes of the default provisions included in the lease.

The City team supports the implementation of this lease agreement for the one-year period as described herein.

### **Public Contact**

Posting of the City Council agenda.

### **Commission Recommendation**

N/A

**Strategic Alignment**

This action aligns with the City Council 2020-2025 Infrastructure Priority Area and the guiding principle that states:

*Offers services focused on safe and environmentally efficient City facilities...to ensure the most efficient and maximum usage of valued assets.*

This action also aligns with the Vibrant Community and Neighborhoods 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 R21-026, A Resolution Authorizing an Agreement By and Between the City of Arvada and PeaceJam Foundation for the Use of Property Known as the Allen House and Located at 11200 West 64th Avenue.

**Suggested Motion:**

I move that R21-026, A Resolution Authorizing an Agreement By and Between the City of Arvada and PeaceJam Foundation for the Use of Property Known as the Allen House and Located at 11200 West 64th Avenue, be (approved) (rejected).

Prepared by:

Patricia Carrico, Public Works Project Manager

Reviewed by:

Karen Custer, Administrative Assistant 12/17/2020

Hannah Gregory, Legal Administrative Assistant 12/21/2020

Approved by:

Kim Vagher, Manager of City Facilities 12/21/2020

Don Wick, Director of Public Works 12/21/2020

Bryan Archer, Director of Finance 12/21/2020

Gail Walker, Legal Specialist-Contracts 1/5/2021

Emily Grogg, Senior Assistant City Attorney 1/5/2021

Brad Moloney, Deputy City Attorney 1/7/2021

Lorie Gillis, Deputy City Manager 1/13/2021

Mark Deven, City Manager 1/13/2021

Enclosure, exhibits & attachments required to support the report

**SUBJECT:** R21-026 A Resolution Authorizing an Agreement By and Between the City of Arvada and PeaceJam Foundation for the Use of Property Known as the Allen House and Located at 11200 West 64th Avenue

**PAGE:** 3

**ITEM:** 8.B.2.



RESOLUTION NO. R21-026

A RESOLUTION AUTHORIZING AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND PEACEJAM FOUNDATION FOR THE USE OF PROPERTY KNOWN AS THE ALLEN HOUSE AND LOCATED AT 11200 WEST 64<sup>TH</sup> 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 PeaceJam Foundation for the use of property known as the Allen House and located at 11200 West 64<sup>th</sup> Avenue.

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

APPROVED AND ADOPTED this 25th day of January, 2021.

\_\_\_\_\_  
Marc Williams, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: \_\_\_\_\_

**AN AGREEMENT BY AND BETWEEN  
THE CITY OF ARVADA AND PEACEJAM FOUNDATION  
FOR THE USE OF PROPERTY KNOWN AS THE ALLEN HOUSE  
AND LOCATED AT 11200 WEST 64<sup>TH</sup> AVENUE**

1.0 **PARTIES.** The parties to this Lease Agreement (“Lease” or “Agreement”) are the City of Arvada, a home rule municipal corporation (“Arvada” or “Lessor”), and PeaceJam Foundation, a Colorado nonprofit corporation (“PeaceJam” or “Lessee”) (together, the “Parties”).

2.0 **TERM.** The Parties entered into a ten year Lease on May 1, 2010. Arvada plans to reevaluate all city owned property leases in 2021 but in the interim the Parties agree to this one year lease to begin on January 1, 2021 and end on December 31, 2021. At the expiration of the lease term, Lessee shall surrender the premises in as good a state as they were at the commencement of this lease, reasonable use and wear excepted, unless Arvada and PeaceJam agree to a new Lease at that time. Notwithstanding the foregoing, this Lease may be terminated for cause as more fully set forth herein.

3.0 **RENT.** \$400.00 per month. Any other sums payable by PeaceJam hereunder including, but not limited to, insurance, utility, and maintenance expenses, shall be deemed additional rent for purposes of the default provisions herein.

4.0 **PROPERTY LEASED.**

4.1 Arvada owns certain real property, located generally between Simms Street and Quail Street, and south of West 64<sup>th</sup> Avenue in Arvada (“Arvada’s Ownership”). Arvada’s Ownership is more specifically described as follows:

Tracts A and B, EXCEPT the South 288.41 feet of said Tracts, and EXCEPT for the North 20 feet conveyed to the Department of Highways by Instrument recorded January 20, 1969 in Book 2076 at page 190, ALLENDALE FIFTH FILING, County of Jefferson, State of Colorado.

Arvada’s Ownership, known variously as the Ralston Addition or the Ralston Sports Complex, contains ball fields, sidewalks, parking lots, landscaping, and various structures including a two-story brick house, a garage and a picnic shelter or gazebo, as depicted in Exhibit A, attached and incorporated herein.

4.2 Only a certain portion of Arvada’s Ownership is subject to this Agreement,  
consisting of the North 93 feet of the East 153 feet, located in the Southwest quadrant of the  
intersection of West 64<sup>th</sup> Avenue and Quail Street, and depicted on Exhibit A as the  
“Allen House Parcel.”

4.3 The Allen House Parcel contains the following improvements (collectively, “Improvements”):

- 4.3.1 A two-story brick building of approximately 1,872 square feet (“Allen House”);
- 4.3.2 An appurtenant concrete parking area situated immediately to the East of the Allen House (“Parking Area”);
- 4.3.3 Landscaping, consisting of trees, sod, and shrubs (“Landscaping”); and
- 4.3.4 Associated infrastructure; e.g., sidewalks, irrigation lines, water and sewer service lines, etc. (“Infrastructure”).

**5.0 RECITALS AND PURPOSE** Arvada desires that the Property be utilized for a community purpose, and is willing to provide for the lease of the Allen House and the use of the Parking Area and other elements of the Property by a non-profit organization that provides an important community service and whose use is compatible with the neighborhood surrounding the Property, including the remainder of Arvada’s Ownership.

PeaceJam currently is engaged in a variety of community service projects including, but not limited to, educational and after-school programming and support within local Jefferson County schools and partnering with the local agencies like the Arvada Community Food Bank as well as providing leadership and service opportunities for local youth.

**6.0 AGREEMENT.** In consideration of the mutual covenants and promises contained, the Parties do hereby enter into this Agreement concerning the use of the Property, subject to the contingencies and conditions set forth.

6.1 License. Arvada grants to PeaceJam a non-exclusive license (“License”), coterminous with the Lease, to utilize the Parking Area for parking associated with its operation within the Allen House, and to utilize such other areas of the Allen House Parcel as may be necessary for pedestrian access to the Allen House.

6.2 Hold Over. Should Lessee remain in possession of the Property with the consent of Lessor after the natural expiration of this Lease, a new tenancy from month-to-month shall be created between Lessor and Lessee which shall be subject to all the terms and conditions hereof, provided however, such tenancy shall be terminable by either party upon 30 days written notice served by either the Lessor Lessee on the other party. It is expressly understood and agreed that the rent for any holdover under this paragraph shall be at the rate set by Lessor upon 30 days prior written notice, but in any event, not less than the rate set forth in this Lease.

## **7.0 FINANCIAL OBLIGATIONS OTHER THAN REHABILITATION.**

7.1 Financial Obligations of Lessee. In addition to rent described in Section 3.0 of this Lease, PeaceJam agrees to pay the following:

7.1.1 All charges for telephone service and all other utility services necessary to the proper operation and care of the Allen House, including electrical, water, and sewer services;

7.1.2 All maintenance and repair expenses relating to the interior of the Allen House (including but not limited to the electrical, plumbing, and mechanical systems thereof, along with any custodial services and trash removal expenses); and

7.1.3 Property insurance covering PeaceJam's personal property, furnishings, and equipment.

7.2 Financial Obligations of Arvada. Arvada agrees to pay for all maintenance

and repair expenses relating to the exterior of the Allen House, the Parking Areas, the Landscaping, and the Infrastructure, including but not limited to the roof, foundation and other structural elements.

**8.0 CARE AND UPKEEP.** PeaceJam shall, throughout the term of this Agreement, at no expense to Arvada, keep and maintain, or cause to be kept and maintained, the interior of the Allen House in a safe condition and a good state of appearance and repair, reasonable wear and tear excepted, and shall not commit, suffer or permit any waste or nuisance therein or any acts to be done thereon in violation of any applicable laws. PeaceJam shall promptly make or cause to be made all repairs necessary to keep the interior of the Allen House in such order and condition. Notwithstanding the foregoing, in the event that PeaceJam fails to keep and maintain the Allen House in such a state and condition, Arvada may, upon notice to PeaceJam pursuant to section 18 hereof, cause to be conducted such maintenance and repair, at the expense of PeaceJam, which amount so expended shall be immediately due and payable from PeaceJam to Arvada as additional rent hereunder. PeaceJam shall also ensure that litter and debris in the Parking Area, and in areas utilized to access the Allen House, is promptly removed and properly discarded. Any improvements or maintenance of the Property that goes beyond maintaining the Property at its current state, requires approval from Arvada's Facilities Manager prior to the work being done.

**9.0 USE RESTRICTIONS.** The Parties expressly understand that this Agreement is conditioned upon the use by PeaceJam of those areas or structures subject hereto (including, primarily, the Allen House and the Parking Area) only for lawful purposes consistent with its nonprofit status and its Articles of Incorporation. Should such areas or structures cease to be used for such purposes or are otherwise used for private or other commercial or business purposes, or should any illegal activity occur thereon, this Agreement, and the Lease and License granted herein, shall terminate upon written notice by Arvada to PeaceJam.

9.1 Alcohol and Marijuana Restriction. PeaceJam agrees that no alcoholic beverages or marijuana will be consumed, stored, or otherwise permitted in the Allen



House or other areas subject to this Agreement at any time during the term of this Agreement without the express written consent of the City Manager of Arvada.

9.2 Smoking Prohibited. The Chamber will not smoke or vape on the premises or allow any member of the public to smoke or vape pursuant to §70-149 and §38-304 of Arvada Municipal Code.

9.3 Signage. Subject to review by Arvada's Planning Division and approval by the Community and Economic Development Director, PeaceJam may provide signage on or near the Allen House, consistent with the provisions of the Arvada Land Development Code.

10.0 **INSPECTION.** Arvada shall have the right during the term of this Agreement, or any renewal thereof, to inspect the interior of the Allen House and any other areas subject to this Agreement, in order to evaluate PeaceJam's compliance with the terms, conditions, and other provisions of this Agreement, including but not limited to maintenance obligations and use restrictions. Except in case of an emergency impacting public health and safety, such inspection shall be upon reasonable notice during normal business hours.

11.0 **QUIET ENJOYMENT.** Arvada covenants and agrees that PeaceJam shall and may, at all times, peaceably and quietly have, hold, and enjoy the Allen House during the term of the Lease.

12.0 **SERVICE DISRUPTION.** Arvada shall not be liable in damages or otherwise if any utility shall be or become unavailable from any public utility company, public authority, or any other entity (including Arvada) supplying or distributing such utility, or for any interruption in any utility service caused by the making of any repairs or improvements or by any other cause.

13.0 **INDEMNIFICATION.** PeaceJam expressly agrees to indemnify, hold harmless, and defend Arvada or any of its officers, employees or agents from any and all claims, damages, liability, or court awards, including costs and attorney's fees that are or may be awarded as a result of any loss, injury, or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of the condition of the structures or areas subject to this Agreement that are the responsibility of PeaceJam, or any omission or act of commission by PeaceJam or any of its officers, employees, agents, contractors, or volunteers in occupying, maintaining, or administering the structures and areas subject hereto, during the term of this Agreement. In the event that any such suit or action is brought against Arvada, Arvada will give notice thereof to PeaceJam.

The parties hereto understand and agree that Arvada is relying on and does not waive or intend to waive by this Agreement, any provision hereof, including the provisions of this paragraph, the monetary limitations or any other rights, immunities, and protections provided by

the Colorado Governmental Immunity Act, CRS §§24-10-101, et seq., as from time to time amended, or otherwise available to Arvada.

**14.0 INSURANCE.** At all times after the Term Commencement Date and for any extension of this Lease, Lessee, at Lessee's sole cost and expense, shall maintain in full force and effect the following minimum insurance. Lessee shall be responsible for payment of any self-insured retentions or deductibles. All coverage as required below may be met through the use of primary and excess policies so long as the total amount of insurance coverage provided is equal to or greater than the amount specified in this agreement. Approval, disapproval or failure to act by the Lessor or Lessor's agents regarding any insurance required of the Lessee shall not relieve Lessee of full responsibility for its obligations under this Subcontract, and the bankruptcy, insolvency or denial of coverage by the insurance company shall not exonerate the Lessee from liability. In the event any Insurer issues a reservation of rights for Lessor as an Additional Insured, Lessor shall be entitled to employ independent counsel at Lessee's expense. No special payments shall be made by Lessor for any insurance that the Lessee may be required to carry.

14.1 Certificates of Insurance: The Lessee shall furnish an ACORD Form 25 Certificate of Insurance, evidencing insurance, including copies of applicable endorsements prior to commencing Lease.

14.2 Furnishing certificates of insurance does not, in any way, obligate Lessor or their agents to approve, evaluate, or notify Lessee of Lessee's compliance or non-compliance with terms and conditions as set forth in this Section 9. In no way shall receipt of certificate of insurance negate, reduce, limit or waive Lessor's right to enforce the terms and conditions of this Section 9. Lessor shall have the right to examine any policy for compliance under this agreement.

14.3 Lessee's Insurance: All policies required in this Agreement are to be written through a company duly entered and authorized to transact that class of insurance in the State of Colorado. All policies written through private carriers are to be written with insurance carriers with an A.M. Best rating of "A-VII" or better

14.3.1 Property Insurance. Lessee shall provide a Property Insurance policy including Machinery & Equipment Breakdown with both coverage parts including coverage for Spoilage, if applicable, and glass breakage that covers all of Lessee's property in the Premises (including, without limitation, inventory, trade fixtures, furniture, and other property removable by Lessee under the provisions of this Lease). Such policy will insure Lessee's Work and all Lessee improvements. Lessee's policy will include the following policy terms and conditions: 1) Special Causes of Loss; 2) Replacement Cost Coverage equal to 100% of the replacement cost of aforementioned property; 3) No coinsurance; 4) Business income & extra expense including rental value equal to the expected gross

annual revenue. It may also be provided on a 12-month actual loss sustained basis.

14.3.2 Additional Coverage Requirements. The policies shall provide additional insured status to Lessor as of the effective date of this Agreement throughout the term of this Agreement and any other party required by Lessor. All insurance maintained by Lessee shall: 1) Be primary to any insurance of or available to Lessor; 2) Provide a waiver of subrogation in favor of Lessor; 3) The Lessee's insurance policies shall be endorsed to provide the Lessor with a 30 day Notice of Cancellation for reasons other than nonpayment of premium, and a 10 day Notice of Cancellation for the reason of nonpayment of premium. Such endorsements shall be attached to the Certificate of Insurance. If any insurer does not make available such endorsement(s), as an alternative, Lessee or Lessee's insurance agent or broker shall provide a written statement that the responsible party will endeavor to provide the required Notices of Cancellation. Acceptance of such alternative notice is subject to the sole discretion of the Lessor.

14.3.3 Mutual waiver of subrogation. Lessor and Lessee each hereby waives and releases its rights of recovery against the other for: 1) any loss or damage to its property capable of being insured against by "all risk" or "multi-peril" insurance coverage whether carried or not; and 2) all loss cost, damage or expense arising out of or due to any interruption of business and all increased or additional costs of business and other costs or expenses whether similar or dissimilar, regardless of the cause therefore, which are capable of being insured against under business interruption insurance whether or not carried. Each party shall apply to its insurers to obtain such waivers and obtain any special endorsements, if required by its insurer, to evidence compliance with this provision at its own cost.

14.3.4 All parties hired by Lessee shall provide evidence of and maintain General Liability coverage, Automobile Liability coverage, Workers' Compensation and Employer's Liability coverage, and other coverages as deemed necessary by Lessor. Coverage shall include, in favor of Lessee and Lessor, but shall not be limited to include, Additional Insured Status, Primary and Non-Contributory coverage, and Waiver of Subrogation.

## 15.0 TERMINATION OF LEASE AND LICENSE.

15.1 By Arvada. Upon the occurrence of any of the following, Arvada may, at its option, terminate this Agreement and without liability for trespass, forcible entry and detainer, damages, or breach, re-enter the Allen House and declare the

term of the Lease pertaining thereto, and the term of the License granted herein, ended:

15.1.1 PeaceJam is in arrears in the payment of any installment of the rent, or any portion thereof, which condition remains uncorrected for a period of 30 days after Arvada has provided notice thereof pursuant to section 18 below;

15.1.2 PeaceJam is in default in any other covenant or obligation herein to be performed by PeaceJam, which default remains uncorrected for a period of 30 days after Arvada has provided notice thereof pursuant to section 18 below;

15.1.3 PeaceJam ceases to use the Allen House for the specific purposes enumerated in section 9.0 hereof, or otherwise uses the structures other areas subject to this Agreement for private or other commercial or business purposes, for any unlawful purpose or activity, or in such a manner as to violate any provision of this Agreement. (With respect to any unlawful purpose or activity, proof of violation shall not require criminal conviction or arrest, but shall be by a preponderance of the evidence.);

15.1.4 The Allen House is rendered untenable by fire or other casualty.

15.2 By PeaceJam. Upon the occurrence of any of the following, PeaceJam may terminate this Agreement, and the Lease and License granted herein, without liability:

15.2.1 The Allen House is rendered untenable by fire or other casualty.

**16.0 IMPROVEMENTS TO ARVADA.** At the termination of this Agreement, by lapse of time or otherwise, all improvements and fixtures not then the property of Arvada shall become the property of Arvada, and PeaceJam shall be prohibited from dismantling or otherwise removing such from the Allen House, unless otherwise agreed to by Arvada.

**17.0 PERSONAL PROPERTY.** Any personal property of any kind or description brought into the Allen House or onto other areas subject to this Agreement shall be at PeaceJam's sole risk, and Arvada shall not be held liable for any damage to or loss of such personal property.

**18.0 NOTICES.** Any notice required or permitted by this 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. Such notice shall be deemed to have been given when deposited in the United States mail.

18.1 **Contact Information.** PeaceJam shall, at the time of the execution of this Agreement, provide to Arvada's Facilities Manager the names, business, home, and e-mail addresses, and business and home/cell telephone numbers of the Chairperson of the Board and the Executive Director of PeaceJam, shall promptly notify Arvada, in writing, of any and all subsequent changes in such information, and shall, on an annual basis, update and confirm the accuracy of such information.

19.0 **EXHIBITS.** All exhibits referred to in this Agreement are, by reference, incorporated herein for all purposes.

20.0 **COMPLIANCE WITH ALL LAWS.** PeaceJam shall comply with all applicable federal, Colorado, and Arvada laws, rules, regulations, policies and procedures in effect of hereinafter established, including, without limitation, laws applicable to discrimination and unfair employment practices and the Americans with Disabilities Act of 1990, 42 U.S.C. §12101 *et seq.* ("ADA").

20.1 **ADA COMPLIANCE.** PeaceJam must maintain compliance with all applicable provisions of the ADA, including but not limited to, Title II and Title III provisions relating to physical access to the Allen House Parcel, effective communication, and any PeaceJam programs, services, or activities provided through the use of the Allen House Parcel or funded, in whole or in part, by Arvada.

20.2 **ADA COMPLAINTS.** In the event PeaceJam receives an ADA complaint, PeaceJam shall notify Arvada's Manager of City Facilities in writing within 7 business days of receiving the complaint. The Parties agree to cooperate in resolving any ADA complaint.

21.0 **ADDITIONAL DOCUMENTS OR ACTION.** The Parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

22.0 **INTEGRATION AND AMENDMENT.** This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. 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.

23.0 **WAIVER OF BREACH.** A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

**24.0 GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in the appropriate court for Jefferson County, Colorado.

**25.0 ASSIGNMENT.** PeaceJam shall not sublet, assign, or otherwise encumber any portion of the Allen House, the Parking Area, or any other area subject to this Agreement, or PeaceJam's interest in the Lease or License granted herein, without the express written consent of Arvada, which consent may be withheld in the absolute discretion of Arvada.

**26.0 BINDING EFFECT.** This Agreement shall inure to the benefit of, and be binding upon, the Parties, their respective legal representatives, successors, 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.

**27.0 NO THIRD PARTY BENEFICIARIES.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Arvada and PeaceJam, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of Arvada and PeaceJam that any person other than Arvada or PeaceJam receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

**28.0 NO AUTOMATIC RENEWAL.** This Agreement may be renewed only by agreement signed by both Parties, for a term and at a rent that the Parties may mutually agree upon.

**29.0 FORCE MAJEURE.** PeaceJam shall not be held in default under, or in noncompliance with, the provisions of this Agreement, nor suffer any enforcement or imposition of damages relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of PeaceJam to anticipate and control, including but not limited to war or riots, civil disturbances, floods or other natural catastrophes including severe adverse weather conditions, labor stoppages, slow downs, availability of materials, labor or equipment, power outages or work delays.

**30.0 COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF ARVADA**, a Colorado municipal

corporation

---

Marc Williams, Mayor

ATTEST:

---

City Clerk

APPROVED AS TO FORM:

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For Rachel A. Morris, City Attorney

**PEACEJAM FOUNDATION**, a Colorado  
non-profit corporation

---

Kate Cumbo, Executive Director

(Lease Agreement)



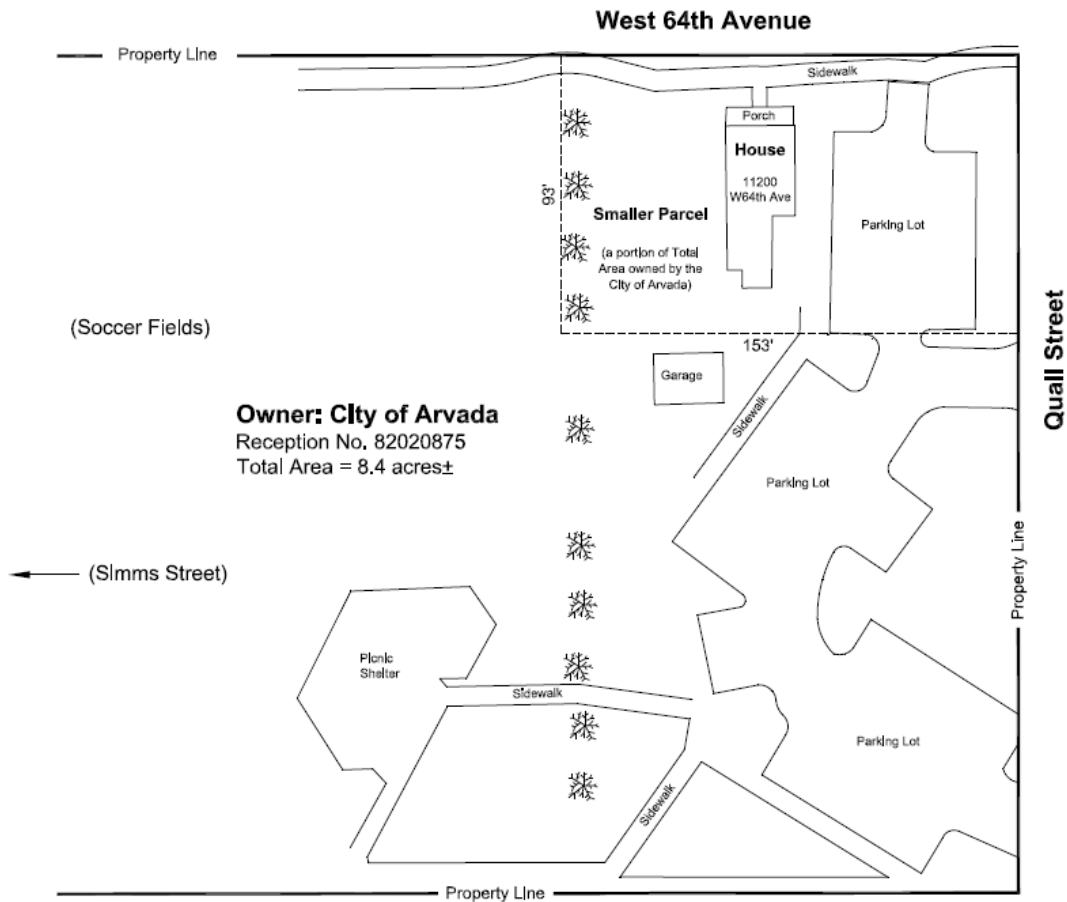
0' 25' 50'



SCALE: 1"=50'

**NOTES:**

- 1) This Exhibit is not a monumented survey or land survey plat. It is intended only to depict the areas defined in the lease agreement.
- 2) All Books, Pages, and Reception Numbers refer to Jefferson County records.



**City of Arvada**  
P.O. Box 8101  
Arvada, CO 80001-8101







## **REPORT TO CITY COUNCIL RESOLUTION**

**AGENDA ITEM  
8.B.3.**

TO: THE HONORABLE CITY COUNCIL

DATE: January 25, 2021

SUBJECT: R21-027 A Resolution Authorizing an Agreement By and Between the City of Arvada and the Arvada Chamber of Commerce for the Lease of the Building at 7305 Grandview Avenue in Arvada

### **Report in Brief**

This Resolution authorizes the renewal of the long standing lease agreement between the City of Arvada and the Arvada Chamber of Commerce for the office space located at 7305 Grandview. The term of this lease agreement is one year from the date of execution.

The Arvada team recommends that the City Council approve R21-027, A Resolution Authorizing an Agreement By and Between the City of Arvada and the Arvada Chamber of Commerce for the Lease of the Building at 7305 Grandview Avenue in Arvada.

### **Financial Impact**

Net payments to the City will be \$4,800 for calendar year 2021.

### **Background**

The City of Arvada and the Arvada Chamber of Commerce entered into a lease agreement for the office space located at 7305 Grandview in 2001. Approval of this resolution will renew the lease for one year. In 2021, Public Works intends to review the leases of all City owned facilities. Prior to December 31, 2021, the City will negotiate a new lease with the Arvada Chamber of Commerce.

### **Discussion**

The City of Arvada and the Arvada Chamber of Commerce entered into a lease in 2001. Because Public Works will be reevaluating all city owned property leases in 2021, the City and the Arvada Chamber of Commerce agree to this one year lease beginning January 1, 2021 through December 31, 2021. Prior to December 31, 2021, the City will negotiate a new lease with the Arvada Chamber of Commerce.

The rent for this renewal period will be \$400.00 per month. Any other sums payable by the Arvada Chamber of Commerce including, but not limited to, insurance, utilities, and maintenance expenses, shall be deemed additional rent for purposes of the default provisions included in the lease.

The City team supports the implementation of the one-year lease agreement as described herein.

### **Public Contact**

Posting of the City Council agenda.

### **Commission Recommendation**

N/A

**Strategic Alignment**

This action aligns with the City Council 2020-2025 Infrastructure Priority Area and the guiding principle that states:

*Offers services focused on safe and environmentally efficient City facilities...to ensure the most efficient and maximum usage of valued assets.*

This action also aligns with the Vibrant Community and Neighborhoods 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 R21-027, A Resolution Authorizing an Agreement By and Between the City of Arvada and the Arvada Chamber of Commerce for the Lease of the Building at 7305 Grandview Avenue in Arvada.

**Suggested Motion:**

I move that R21-027, A Resolution Authorizing an Agreement By and Between the City of Arvada and the Arvada Chamber of Commerce for the Lease of the Building at 7305 Grandview Avenue in Arvada, be (approved) (rejected).

Prepared by:

Patricia Carrico, Public Works Project Manager

Reviewed by:

Karen Custer, Administrative Assistant 12/17/2020

Hannah Gregory, Legal Administrative Assistant 12/21/2020

Approved by:

Kim Vagher, Manager of City Facilities 12/21/2020

Don Wick, Director of Public Works 12/21/2020

Bryan Archer, Director of Finance 12/21/2020

Gail Walker, Legal Specialist-Contracts 1/5/2021

Emily Grogg, Senior Assistant City Attorney 1/6/2021

Brad Moloney, Deputy City Attorney 1/6/2021

Lorie Gillis, Deputy City Manager 1/13/2021

Mark Deven, City Manager 1/13/2021

Enclosure, exhibits & attachments required to support the report

**SUBJECT:** R21-027 A Resolution Authorizing an Agreement By and Between the City of Arvada and the Arvada Chamber of Commerce for the Lease of the Building at 7305 Grandview Avenue in Arvada

**PAGE:** 3

**ITEM:** 8.B.3.



RESOLUTION NO. R21-027

A RESOLUTION AUTHORIZING AN AGREEMENT BY AND BETWEEN THE CITY OF  
ARVADA AND THE ARVADA CHAMBER OF COMMERCE FOR THE LEASE OF THE  
BUILDING AT 7305 GRANDVIEW AVENUE IN ARVADA

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 the Arvada Chamber of Commerce for the lease of the building at 7305 Grandview Avenue in Arvada.

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

APPROVED AND ADOPTED this 25th day of January, 2021.

\_\_\_\_\_  
Marc Williams, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: \_\_\_\_\_

**AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA  
AND THE ARVADA CHAMBER OF COMMERCE  
FOR THE LEASE OF THE BUILDING AT  
7305 GRANDVIEW AVENUE IN ARVADA**

1.0 **PARTIES.** The parties to this Lease Agreement ("Lease" or "Agreement") are the City of Arvada, a home rule municipal corporation ("Arvada" or "Lessor") and the Arvada Chamber of Commerce, a Colorado nonprofit corporation ("Chamber" or "Lessee").

2.0 **PROPERTY LEASED.** Arvada owns certain real property located at 7305 Grandview Avenue in Arvada ("Property"). The legal description of the property is attached as Exhibit A, incorporated herein.

3.0 **RECITALS AND PURPOSE.**

3.1 The purpose of this Agreement is to define and facilitate a cooperative arrangement between the Parties that recognizes and ensures a use of the Property that is both needful and effective, and protective of the City's interests.

3.2 Both Arvada and the Chamber agree that it is within the best interests of both parties to create a new lease agreement that best memorializes the Parties' current relationship. The Chamber building lease agreement that the parties entered into on March 3, 2003 and any other prior leases are hereby terminated as of the date this Lease commences.

4.0 **TERM.** Arvada leases to the Chamber the building on the east side of the property at 7305 Grandview Avenue to have and to hold from January 1, 2021 and ending on December 31, 2021. At the expiration of the lease term, Lessee shall surrender the premises in as good a state as they were at the commencement of this lease, reasonable use and wear excepted, unless Arvada and the Chamber agree to a new Lease at that time. Notwithstanding the foregoing, this Lease may be terminated for cause as more fully set forth herein.

5.0 **RENT.** \$400.00 per month.

6.0 **TERMS AND CONDITIONS.** In consideration of the mutual covenants and promises hereinafter contained, the Parties do hereby agree as follows:

6.1 Arvada leases to the Chamber the entire Property for the Chamber's primary use, subject to this agreement.

6.2 The Chamber agrees to provide space within the Property for the operation of the Arvada Visitor's Center.

6.3 The Chamber agrees to pay the rent as provided when due and payable and to pay the charges for heating and lighting, and for water and sewer service. The Chamber further agrees to keep all improvements made upon the building in good order during its occupancy of the Property.

6.4 Arvada agrees to pay for necessary repairs to the interior and exterior of the Property and for the electrical, plumbing, and mechanical systems of the Property. The Chamber agrees to pay for janitorial services for the Property.

6.5 The Chamber will not smoke or vape on the premises or allow any member of the public to smoke or vape pursuant to §70-149 and §38-304 of Arvada Municipal Code.

6.6 All personal property of any kind in the Property is at the sole risk of the Chamber, and Arvada is not liable for any damage or loss of such personal property.

6.7 If the Lessee is in default in any of the covenants or agreements herein to be performed by such Lessee, which default remains uncorrected for a period of 14 days, after Arvada has provided the Lessee with written notice thereof, Arvada shall have the option, without liability for trespass or for damages, to enter onto the Property and declare the term of the defaulting Lessee's lease ended, and repossess the Property, and expel the Lessee, all without prejudice to any other remedies available to Arvada for breach of covenant.

6.8 In the event the Property is rendered untenable by fire or other casualty, the rights of the Lessee to occupy and/or use the Property under this Agreement shall terminate on the date of such occurrence.

6.9 Lessor shall have the right at all reasonable times during the term of this Lease and any renewal thereof to enter the Property for the purpose of inspecting the premises for the purpose of making repairs or performing maintenance work on the Property, and for any other valid purpose.

6.10 Hold Over. Should Lessee remain in possession of the Property with the consent of Lessor after the natural expiration of this Lease, a new tenancy from month-to-month shall be created between Lessor and Lessee which shall be subject to all the terms and conditions hereof, provided however, such tenancy shall be terminable by either party upon 30 days written notice served by either the Lessor Lessee on the other party. It is expressly understood and agreed that the rent for any holdover under this paragraph shall be at the rate set by Lessor upon 30 days prior written notice, but in any event, not less than the rate set forth in this Lease.

7.0 **INDEMNIFICATION.** Lessor shall indemnify, defend, and hold harmless Arvada, its employees, agents and assignees ("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 Lessor, or its employees,

agents, subcontractors, or assignees in connection with the Property. In the event that any such suit or action is brought against Arvada, Arvada will give notice thereof to the Chamber, as applicable.

**8.0 INSURANCE.** At all times after the Term Commencement Date and for any extension of this Lease, Lessee, at Lessee's sole cost and expense, shall maintain in full force and effect the following minimum insurance. Lessee shall be responsible for payment of any self-insured retentions or deductibles. All coverage as required below may be met through the use of primary and excess policies so long as the total amount of insurance coverage provided is equal to or greater than the amount specified in this agreement. Approval, disapproval or failure to act by the Lessor or Lessor's agents regarding any insurance required of the Lessee shall not relieve Lessee of full responsibility for its obligations under this Lease, and the bankruptcy, insolvency or denial of coverage by the insurance company shall not exonerate the Lessee from liability. In the event any Insurer issues a reservation of rights for Lessor as an Additional Insured, Lessor shall be entitled to employ independent counsel at Lessee's expense. No special payments shall be made by Lessor for any insurance that the Lessee may be required to carry.

**The parties hereto understand and agree that Arvada is relying on and does not waive or intend to waive by this Agreement, any provision hereof, including the provisions of this paragraph, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, CRS §§24-10-101, et seq., as from time to time amended, or otherwise available to Arvada.**

**8.1** Certificates of Insurance: The Lessee shall furnish an ACORD Form 25 Certificate of Insurance, evidencing insurance including but not limited to copies of Additional Insured, General Liability waiver of subrogation, Worker's compensation waiver of subrogation, and if commercially available, Notice of Cancellation endorsements or coverage forms providing this coverage, prior to commencing Lease.

**8.2** Furnishing certificates of insurance does not, in any way, obligate Lessor or their agents to approve, evaluate, or notify Lessee of Lessee's compliance or non-compliance with terms and conditions as set forth in this Section 8. In no way shall receipt of certificate of insurance negate, reduce, limit or waive Lessor's right to enforce the terms and conditions of this Section 8. Lessor shall have the right to examine any policy for compliance under this agreement.

**8.3** Lessee's Insurance: All policies required in this Agreement are to be written through a company duly entered and authorized to transact that class of insurance in the State of Colorado. All policies written through private carriers are to be written with insurance carriers with an A.M. Best rating of "A-VII" or better. Unless higher limits or additional coverages are required by Lessor, Lessee shall secure, purchase and maintain, at its own expense, the following types of insurance coverage and limits of liability.

**8.3.1** Property Insurance. Lessee shall provide a Property Insurance policy including Machinery & Equipment Breakdown with both coverage



parts including coverage for Spoilage, if applicable, and glass breakage that covers all of Lessee's property in the Premises (including, without limitation, inventory, trade fixtures, furniture, and other property removable by Lessee under the provisions of this Lease). Such policy will insure Lessee's Work and all Lessee improvements. Lessee's policy will include the following policy terms and conditions: 1) Special Causes of Loss; 2) Replacement Cost Coverage equal to 100% of the replacement cost of aforementioned property; 3) No coinsurance; 4) Business income & extra expense including rental value equal to the expected gross annual revenue. It may also be provided on a 12-month actual loss sustained basis.

8.3.2 General Liability Insurance. Commercial General Liability insurance covering bodily injury, including death, property damage arising out of premises, operations, products, and completed operations, advertising and personal injury liability, contractual liability assumed liability coverage, and if applicable, molestation, assault, battery, and communicable diseases. The Commercial General Liability insurance policy shall provide coverage on an occurrence basis and shall include explosion, collapse, and underground hazard coverage. Minimum limits of liability provided by this coverage shall be as follows:

- General aggregate: \$1,000,000.00.
- Products/completed operations aggregate: \$2,000,000.00.
- Personal and advertising injury: \$1,000,000.00.
- Each occurrence: \$1,000,000.00.
- Fire and Legal Liability: \$1,000,000.00

8.3.3 Workers Compensation Insurance. Workers' compensation insurance for protection of Tenant, its owners, partners and employees as required by law and Employer's Liability insurance with the following minimum limits:

- Each accident: \$1,000,000.00
- Each occupational disease: \$1,000,000.00.
- Occupational disease aggregate: \$1,000,000.00.

The workmen's compensation and employer's liability insurance policies of Lessee shall contain a waiver of subrogation as to Lessor.

8.3.4 Automobile Liability Insurance. Automobile liability insurance covering the use, operation and maintenance of any automobiles, trucks, trailers or other vehicles owned, hired or non-owned by Lessee providing bodily injury, including death, and property damage coverage. Minimum limits of liability provided by this coverage shall be a combined single limit of \$1,000,000.00

#### 8.3.4 Liquor Liability

If Lessee shall be operating a business that distributes, sells, or serves alcoholic beverages or if its activities require a liquor license, then Lessee shall acquire separate liquor liability coverage. Coverage shall provide minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate. Lessor and Lessor affiliates shall be included as additional insureds on the liquor liability policy. This coverage requirement may be met through a separate policy or included in the General Liability policy form.

8.3.5 Additional Coverage Requirements. All applicable policies, except for Worker's Compensation shall provide additional insured status to Lessor as of the effective date of this Agreement throughout the term of this Agreement and any other party required by Lessor. All insurance maintained by Lessee shall: 1) Be primary to any insurance of or available to Lessor; 2) Provide a waiver of subrogation in favor of Lessor; 3) The Lessee's insurance policies shall be endorsed to provide the Lessor with a 30 day Notice of Cancellation for reasons other than nonpayment of premium, and a 10 day Notice of Cancellation for the reason of nonpayment of premium. Such endorsements shall be attached to the Certificate of Insurance. If any insurer does not make available such endorsement(s), as an alternative, Lessee or Lessee's insurance agent or broker shall provide a written statement that the responsible party will endeavor to provide the required Notices of Cancellation. Acceptance of such alternative notice is subject to the sole discretion of the Lessor.

8.3.6 Mutual waiver of subrogation. Lessor and Lessee each hereby waives and releases its rights of recovery against the other for: 1) any loss or damage to its property capable of being insured against by "all risk" or "multi-peril" insurance coverage whether carried or not; and 2) all loss cost, damage or expense arising out of or due to any interruption of business and all increased or additional costs of business and other costs or expenses whether similar or dissimilar, regardless of the cause therefore, which are capable of being insured against under business interruption insurance whether or not carried. Each party shall apply to its insurers to obtain such waivers and obtain any special endorsements, if required by its insurer, to evidence compliance with this provision at its own cost.

8.3.7 All parties hired by Lessee shall provide evidence of and maintain General Liability coverage, Automobile Liability coverage, Workers' Compensation and Employer's Liability coverage, and other coverages as deemed necessary by Lessor. Coverage shall include, in favor of Lessee and Lessor, but shall not be limited to include, Additional Insured Status, Primary and Non-Contributory coverage, and Waiver of Subrogation. All parties hired by Lessee shall include an indemnification obligation as

evidenced in Section 7 of this Lease, including Lessee, Lessor, and other indemnified parties as indemnitees

8.4 **Lessor Insurance:** Lessor shall provide insurance in the types and amounts as is reasonably customary in the industry.

9.0 **COMPLIANCE WITH ALL LAWS.** Lessee shall comply with all applicable federal, Colorado, and Arvada laws, rules, regulations, policies and procedures in effect of hereinafter established, including, without limitation, laws applicable to discrimination and unfair employment practices and the Americans with Disabilities Act of 1990, 42 U.S.C. §12101 *et seq.* (“ADA”).

9.1 **ADA COMPLIANCE.** Lessee must maintain compliance with all applicable provisions of the ADA, including but not limited to, Title II and Title III provisions relating to physical access to the Property, effective communication, and any Lessee’s programs, services, or activities provided through the use of the Property or funded, in whole or in part, by Arvada.

9.2 **ADA COMPLAINTS.** In the event Lessee receives an ADA complaint, Lessee shall notify Arvada’s Manager of City Facilities in writing within 7 business days of receiving the complaint. The Parties agree to cooperate in resolving any ADA complaint.

10.0 **ASSIGNMENT.** This Agreement shall not be assigned by Lessee without the prior written consent of Arvada, nor shall Lessee sublease the Property, or any portion thereof (except as otherwise provided for herein), or otherwise allow the utilization thereof by any other party without the express written consent of Arvada.

11.0 **NOTICES.** Any notice required or permitted by this 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 shall be deemed to have been given when deposited in the United States mail.

12.0 **EXHIBITS.** All exhibits referred to in this Agreement are, by reference, incorporated herein for all purposes.

13.0 **PARAGRAPH CAPTIONS.** The captions of the paragraphs 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 Lease.

14.0 **ADDITIONAL DOCUMENTS OR ACTION.** The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Lease.

15.0 **INTEGRATION AND AMENDMENT.** This Lease represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Lease may be amended only by an instrument in writing signed by the parties. If any other

provision of this Lease is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Lease shall continue in full force and effect.

16.0 **WAIVER OF BREACH.** A waiver by any party to this Lease of the breach of any term or provision of this Lease shall not operate or be construed as a waiver of any subsequent breach by either party.

17.0 **GOVERNING LAW AND VENUE.** This Lease shall be governed by the laws of the State of Colorado. Venue for any action arising under this Lease or for the enforcement of this Lease shall be in the appropriate court for Jefferson County, Colorado.

18.0 **BINDING EFFECT.** This Lease 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 Lease except as otherwise expressly authorized herein.

19.0 **NO THIRD PARTY BENEFICIARIES.** It is expressly understood and agreed that enforcement of the terms and conditions of this Lease, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this Lease shall give or allow any such claim or right of action by any other third party on such Lease. It is the express intention of the Parties that any person or entity other than the Parties receiving services or benefits under this Lease shall be deemed to be an incidental beneficiary only.

20.0 **BINDING AUTHORITY.** Lessee represents and affirms that the signature page hereof accurately states the full legal name of Lessee, contains all requisite signature(s) on behalf of Lessee, and in all other respects is effective to bind Lessee, 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.

Lessee:

\_\_\_\_\_  
Arvada Chamber of Commerce

Name of Representative:\_\_\_\_\_

Title:\_\_\_\_\_



ATTEST:

**City of Arvada**, a Colorado municipal corporation

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Marc Williams, Mayor  
8101 Ralston Rd.  
Arvada, CO 80002

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

By:\_\_\_\_\_

## **EXHIBIT "A"**

### **Arvada Chamber of Commerce at 7305 Grandview Avenue (Lease Area)**

(All Books, Pages, and Reception Nos. cited herein refer to the records of the Jefferson County Clerk and Recorder's office. All Resolutions cited herein refer to the records of the City of Arvada Clerk's office)

#### **Lease Area (Arvada Chamber of Commerce):**

Owner of Record: City of Arvada

A parcel being a portion of McIlvay Park, as recorded at Reception No. 1902160114 (Book 216, Page 114), and situated in the Southeast One-Quarter (SE¼) of Section 11, Township 3 South, Range 69 West, of the Sixth Principal Meridian, in the City of Arvada, County of Jefferson, State of Colorado, more particularly described as follows:

All that portion of said parcel described at Reception No. 1902160114 lying easterly of the easterly boundary of the Arvada Historical Society (AHS) lease area, as shown on Exhibit B (Page 2 of 24) in the lease agreement executed on September 10, 2018 by Resolution 18-093, bounded on the north by the easterly extension of the northerly boundary of said AHS lease area and bounded on the south by the east-northeasterly extension of the southerly boundary of said AHS lease area.

The parcel described above contains a total area of 5,840 square feet (0.134 acres), more or less.

Prepared by: Wilhelm J. Dougherty, PLS 23496  
City of Arvada  
8101 Ralston Rd  
Arvada, CO 80002  
720-898-7670

Date: July 22, 2019



## REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM  
8.B.4.

TO: THE HONORABLE CITY COUNCIL

DATE: January 25, 2021

SUBJECT: R21-028 A Resolution Authorizing a Ninth 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. 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 January 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 January 31, 2021 through March 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 R21-028, A Resolution Authorizing a Ninth 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, and an eighth extension through January 31, 2021.

Since the last requested extension was approved on November 16, 2020, cases and hospitalizations due to COVID-19 have trended downward. This is attributed to effective transmission control measures implemented in preceding weeks (such as “Level Red” capacity restrictions) in Adams County and Jefferson County. While these key indicators are moving in the “correct” direction, uncertainty persists around how significant the impact of the holiday season will be on case counts and hospitalizations. In recent weeks, the percentage of ICU beds in use in our area has hovered around 70%. The Executive Order issued by the Governor mandating wearing face coverings was extended. The Colorado Department of Public Health and Environment (CDPHE) also extended the Public Health Order outlining the Dial Framework that guides our level of reopening by county using three specific metrics: new cases, percent positivity, and stable or declining hospitalizations.

On November 20, 2020, Adams County and Jefferson County entered Level Red on the State’s Dial Framework. This designation is only one level removed from a full stay-at-home order (“Level Purple”). In Level Red, indoor dining is closed and offices are at 10% capacity with remote work strongly recommended, among other capacity restraints intended to control the spread of the disease. The message from the State during the third wave of the pandemic has been to only socialize with members of your own household to limit the spread of COVID-19, while continuing to recommend wearing a mask, watching your distance and washing your hands. As part of its ongoing response to the rapidly evolving COVID-19 pandemic, the City of Arvada announced on December 7 that City facilities will be closed to in-person services and access to City facilities will be available by appointment only during this time.

Also in December, both Pfizer and Moderna received Emergency Use Authorization from the U.S. Food and Drug Administration for their respective vaccine candidates. Colorado is approximately 1.69% of the U.S. population so the State expects to receive that share of the available vaccines in shipments from the federal government (though this is a potentially unstable expectation as the situation changes in the coming weeks and months). Vaccinations of healthcare workers and long-term care facility employees began after receiving the first shipment. These groups are prioritized as having the highest risk of contracting COVID-19 by the State. Medical providers and local public health agencies are working diligently to vaccinate first responders (Police, Fire, EMS) in the next few weeks. State Epidemiologist Dr. Rachel Herlihy estimated seeing population-level impacts of vaccination efforts by about April 2021. The State’s phased distribution of COVID-19 vaccines will continue for many months, and local partners like the City of Arvada are assisting planning efforts.

The crisis due to COVID-19 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 March 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 March 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. 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 March 31, 2021 will allow continued emergency response efforts and facilitate future applications for emergency 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 R21-028, A Resolution Authorizing a Ninth 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 R21-028, A Resolution Authorizing a Ninth 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

Reviewed by:  
Gail Walker, Legal Specialist-Contracts 12/29/2020

Approved by:

Rachel Morris, City Attorney 1/13/2021  
Lorie Gillis, Deputy City Manager 1/13/2021

**SUBJECT:** R21-028 A Resolution Authorizing a Ninth 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

**PAGE:** 5  
**ITEM:** 8.B.4.

Mark Deven, City Manager

1/14/2021

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R21-028

A RESOLUTION AUTHORIZING A NINTH 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 30, 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, 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 March 13, 2020 from its current expiration date of January 31, 2021 through March 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 January 31, 2021 through March 31, 2021;

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

APPROVED AND ADOPTED this 25th day of January, 2021.

---

Marc Williams, Mayor

ATTEST:

---

City Clerk

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

By: \_\_\_\_\_

DECLARATION OF LOCAL DISASTER/EMERGENCY/CIVIL EMERGENCY RELATING  
TO THE NOVEL CORONAVIRUS (COVID-19) AND THE ASSOCIATED PUBLIC  
HEALTH CRISIS

WHEREAS, cases of a contagious disease known as the novel coronavirus (COVID-19) have been identified in the State of Colorado and in Jefferson County.

WHEREAS, this disease can result in serious impacts to the health and well-being of the public and can overwhelm the emergency response, health and medical systems in the City of Arvada and other local jurisdictions;

WHEREAS, under the above referenced conditions there is substantial likelihood of risk to the citizens of the City of Arvada unless further efforts are taken to reduce the threat; and

WHEREAS, the conditions stated above constitute an emergency for the City, necessitating the utilization of emergency powers granted to the City Manager pursuant to Section 26-34 of the Arvada City Code and C.R.S. § 24-32-2109;

WHEREAS, for the reasons articulated above, the City Manager takes the following action:

Section 1. The City Manager hereby declares a local disaster/ emergency/civil emergency due to the outbreak of the novel coronavirus (COVID-19) and the associated public health crisis.

Section 2. Pursuant to the provisions of Sec. 26-36 of the Arvada City Code, this declaration of local disaster/emergency/civil emergency shall be in effect for a period of seven days. If the City Manager requests that City Council approve a continuance of the declaration beyond this initial seven day period, the declaration shall be effective until such time as a quorum of City Council can be assembled to vote on the request.

A copy of this declaration shall be filed with the City Clerk, and distributed to the media.

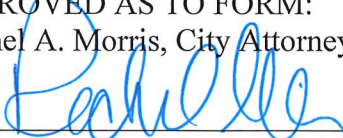
DATED this 13<sup>th</sup> day of March, 2020, at 3:00 P.m.

  
City Manager

ATTEST:

  
City Clerk

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

By: 



This emergency was declared ended this 13<sup>th</sup> day of March, 2020, at  
3:00 p.m.

REVISED DECLARATION OF EMERGENCY RELATING TO THE NOVEL CORONAVIRUS  
(COVID-19) AND THE ASSOCIATED PUBLIC HEALTH CRISIS

WHEREAS, cases of a contagious disease known as the novel coronavirus (COVID-19) have been identified in the State of Colorado and in Jefferson County.

WHEREAS, this disease can result in serious impacts to the health and well-being of the public and can overwhelm the emergency response, health and medical systems in the City of Arvada and other local jurisdictions;

WHEREAS, under the above referenced conditions there is substantial likelihood of risk to the citizens of the City of Arvada unless further efforts are taken to reduce the threat; and

WHEREAS, the conditions stated above constitute an emergency for the City, necessitating the utilization of emergency powers granted to the City Manager pursuant to Section 26-34 of the Arvada City Code;

WHEREAS, a prior version of the instant Declaration contained an error that required correction;

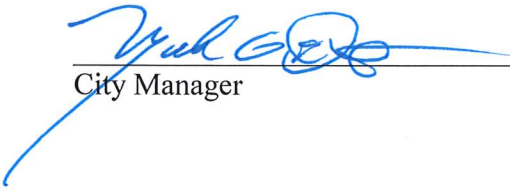
WHEREAS, for the reasons articulated above, the City Manager takes the following action:

Section 1. The City Manager hereby declares an emergency due to the outbreak of the novel coronavirus (COVID-19) and the associated public health crisis. Based on this declaration of emergency, the City Manager will assume the powers articulated under Sec. 26-38 of the Arvada City Code.

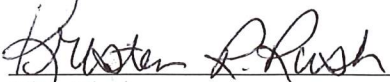
Section 2. Pursuant to the provisions of Sec. 26-36 of the Arvada City Code, this declaration of emergency shall be in effect for a period of seven days. If the City Manager requests that City Council approve a continuance of the declaration beyond this initial seven day period, the declaration shall be effective until such time as a quorum of City Council can be assembled to vote on the request.

A copy of this revised declaration shall be filed with the City Clerk, and shall date back to the effective date of the original declaration on March 13, 2020 at 3:00 p.m.

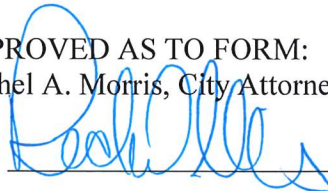
DATED this 16<sup>th</sup> day of March, 2020, at 4:30 PM.

  
City Manager

ATTEST:

  
City Clerk

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

By: 







## **REPORT TO CITY COUNCIL PUBLIC HEARING**

**AGENDA ITEM  
10.A.**

TO: THE HONORABLE CITY COUNCIL

DATE: January 25, 2021

SUBJECT: CB21-001 An Ordinance Repealing and Reenacting Article II, Contractors, Etc., of Chapter 78, Public Improvements, of the Arvada City Code (Ordinance No. 4749)

### **Report in Brief**

Currently, the city has sixteen (16) individual right-of-way contractor license types which can be obtained individually or combined based on the types of work a company or firm performs. Eliminating these individual license types and offering just one (1) Municipal General Contractor's license would greatly simplify the city licensing and permitting process for development, CIP, and general right-of-way work.

In addition to offering just one license category, a Municipal General Contractor would continue to be the sole responsible party and be accountable for the work performed by subcontractors and responsible for compliance with all city codes, specifications, and approved construction drawings. This proposed change would allow subcontractors to perform their portion of the larger project without obtaining a separate city license or permit.

The Arvada team recommends that the City Council approve CB21-001, An Ordinance Repealing and Reenacting Article II, Contractors, Etc., of Chapter 78, Public Improvements, of the Arvada City Code.

### **Financial Impact**

For the calendar year 2019, 298 right-of-way licenses were issued by the City with an average annual licensing fee of \$259.31 (\$77,275.00 total revenue). Approximately 44%, or 130 of these licenses, were for contractors performing a single trade with a license fee of \$125.00. Many of these license holders would become subcontractors and work without a separate license under a Municipal General Contractor. For the small number of these contractors who maintain their own license and perform work as a Municipal General Contractor, the proposed changes would result in a licensing fee increase of \$75.00. For the remaining 56% of license holders, licensing fees would decrease by \$50.00 to \$425.00. The current maximum licensing fee is \$625.00 and we are proposing a \$200.00 flat fee for a Municipal General Contractor which is in line with the highest level Building General Contractor License and fees charged by surrounding jurisdictions. Although it is difficult to predict, it is estimated that an approximately 50% reduction in right-of-way license fees could result from this change although the benefits to the contractor through average fee reduction and simplification of process and the increased capacity of team members outweigh this relatively small reduction in revenue.

### **Background**

As part of our ongoing process improvement efforts, our team recently completed updates to our development warranty and permitting processes for right-of-way work. To fully streamline this process, our team is proposing to simplify right-of-way contractor licensing and permitting which would require changes to the municipal contractor licensing provisions through this proposed amendment to Chapter 78, Article II - Contractors, Etc., of the Arvada City Code.

### **Discussion**

The proposed change will accomplish two things. First, the number of licensing categories would be reduced from sixteen down to a single Municipal General Contractor category. As there is no proficiency test for each license type, the value of

sixteen categories is reduced with the only advantage being a lower cost license for smaller contractors who focus on a single specialty. All license holders provide a \$20,000 licensing bond, general liability insurance, and workers compensation insurance. No changes to the bond or insurance requirements are proposed, and a moderate licensing fee for this single category would be included in a revised fee schedule. The single trade contractor would pay a slightly higher licensing fee, but overall most (multi-trade) contractors would see a licensing fee reduction with this proposal. The revised fee would also be more consistent with fees charged in surrounding jurisdictions.

Second, a single Municipal General Contractor would be required to apply for or be legally attached to each permit and this contractor would be responsible for the entire project including work of any and all subcontractors hired. Individual subcontractors would not be required to hold individual licenses to perform work under the licensed general contractor. Currently, every subcontractor must hold the appropriate City license and either obtain a separate permit for their portion of the work or attach themselves to the general contractors permit via the appropriate subcontractor form. When/if issues arise, it can be difficult to determine which of the multiple contractors is responsible for the issue. Additionally, significant staff time is expended in processing multiple licenses and permits for a single project, tracking inspections separately, and processing warranty claims and warrant acceptances for individual permits.

Based on continuous customer feedback, simplification of both licensing and permitting procedures is highly desired. In addition, a single right-of-way license is the most prevalent licensing structure used in surrounding jurisdictions with only Wheat Ridge maintaining three separate licensing types for right-of-way work.

### **Public Contact**

Notification of the proposed changes has been sent to 398 right-of-way contractors for their review and feedback.

### **Commission Recommendation**

N/A

### **Strategic Alignment**

This proposal is an incremental step toward achieving the City Council Strategic Plan element for Infrastructure to update the engineering standards and City code framework by the end of 2022. In addition, this change will result in streamlined process for our customers that we feel will impact the Plan element for Community and Economic Development of 85% of development customers rate the review process as "good" and/or "excellent". For development, the licensing and permitting is the final step before construction begins so improvements in this area should drive improvements in related customer surveys.

### **Alternative Courses of Action**

N/A

### **Recommendation for Action**

The Arvada team recommends that the City Council approve CB21-001, An Ordinance Repealing and Reenacting Article II, Contractors, Etc., of Chapter 78, Public Improvements, of the Arvada City Code.

### **Suggested Motion:**

I move that CB21-001, An Ordinance Repealing and Reenacting Article II, Contractors, Etc., of Chapter 78, Public Improvements, of the Arvada City Code, be (approved on final reading, numbered 4749 and ordered published by title only) (rejected).

Prepared by:

Stephanie Wallace, Administrative Specialist

Reviewed by:

Approved by:

|                                                                      |           |
|----------------------------------------------------------------------|-----------|
| Josie Suk, Development Systems and Administrative Manager            | 1/5/2021  |
| Brita Van Horne, Deputy Director of Community & Economic Development | 1/6/2021  |
| Jacqueline Rhoades, Civil Engineer III                               | 1/7/2021  |
| Don Wick, Director of Public Works                                   | 1/7/2021  |
| Ryan Stachelski, Director of Community and Economic Development      | 1/7/2021  |
| Hannah Gregory, Legal Administrative Assistant                       | 1/7/2021  |
| Gail Walker, Legal Specialist-Contracts                              | 1/7/2021  |
| Emily Grogg, Senior Assistant City Attorney                          | 1/7/2021  |
| Brad Moloney, Deputy City Attorney                                   | 1/13/2021 |
| Lorie Gillis, Deputy City Manager                                    | 1/13/2021 |
| Mark Deven, City Manager                                             | 1/14/2021 |

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. CB21-001  
ORDINANCE NO. 4749

AN ORDINANCE REPEALING AND REENACTING ARTICLE II,  
CONTRACTORS, ETC., OF CHAPTER 78, PUBLIC IMPROVEMENTS,  
OF THE ARVADA CITY CODE

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

Section 1. Article II, Contractors, etc., of Chapter 78, Public Improvements, is hereby repealed and reenacted to read as follows:

**ARTICLE II. – CONTRACTOR LICENSING**

**Sec. 78-181. - Scope.**

Except as otherwise provided in this Code, general public improvements, consisting of construction, reconstruction, and repair of storm drains, irrigation ditches, sewers, water lines, curbs and gutters, sidewalks, streets, traffic-control devices, and other improvements which are constructed on public rights-of-ways, public easements, and other public property, shall be designed, constructed and installed in accordance with the provisions of this article.

**Sec. 78-182. - Rules and regulations.**

The city shall have the authority to make and promulgate such rules and regulations as may be found necessary for the administration and enforcement of this article not inconsistent with the Charter and the Arvada City Code.

**Sec. 78-183. - General requirements.**

The licensing of contractors and construction of general public improvements within the city shall be governed by chapter 18 and chapter 42, when it applies, in the same manner as the construction of improvements to private property.

**Sec. 78-184. - Municipal general contractor's license; required.**

It shall be unlawful to erect, construct, enlarge, alter, repair, move, improve, remove, convert, or demolish any structure, utility, or general public improvement in the city without first obtaining a municipal general contractor's license in accordance with the provisions of this Article. The licensed municipal general contractor is responsible for all work completed on the project, including work performed by subcontractors. Fees for a municipal general contractor's license shall be in accordance with the adopted Fee Schedule for Rights-of-Way Work Permits and Services.



## **Sec. 78-185. – Licensing Bond.**

Before a municipal general contractor's license is granted by the city, the applicant shall provide protection to the city against the use of inferior material and performance, including damages occurring as a result of willful disregard of this Code and city requirements, by posting a one year municipal general contractor's license bond, on city-prepared forms, with a warranty period of a minimum of two years, in the principal amount of \$20,000.00.

## **Sec. 78-186. - Insurance.**

Before a municipal general contractor's license is granted, the applicant shall file certificates of insurance and Additional Insured endorsements with the city in accordance with standards established by the risk management division and in accordance with the following insurance requirements:

- (1) All coverage must be written with carriers holding a minimum A.M. Best rating of A-:VII, and authorized to do business in Colorado.
- (2) Coverage shall be primary, and any insurance held by the City of Arvada is excess and non-contributory.
- (2) The policy limits shall be as follows:
  - (a) The limit for each occurrence shall be not less than \$1,000,000.00. Costs of defense shall not be included within such limits or, if they are so included, the minimum limits shall be \$1,000,000.00 combined single limits.
  - (b) The general aggregate limit on amounts payable pursuant to the policy shall be unlimited, or at least \$2,000,000.00.
- (3) The policy shall include the city as an Additional Insured. The city relies on and does not waive, or intend to waive by this requirement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S § 24-10-101 et seq., as from time-to-time amended, or otherwise available to the city.
- (4) The insurer shall give the city notification of any cancellation or termination by refusal to renew the policy or of any change in coverage of the policy in the manner provided by law. If no such notification is provided by law, the insurer shall give the city at least 30 days' prior written notification of any cancellation or termination by refusal to renew the policy or of any change in coverage of the policy, unless cancellation or termination is for nonpayment of premium, in which case the industry standard of ten days prior written notification shall apply.
- (5) The municipal general contractor shall be solely responsible for any deductible losses under the policy.

- (6) If the policy is a claims-made policy, the policy shall provide the municipal general contractor the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period of not less than two years. The municipal general contractor agrees to purchase such an extended reporting period.
- (7) If the policy is a claims-made policy, the policy shall give the city the right to purchase the extended period described in subsection (6) of this section if the municipal general contractor fails to purchase such an extended reporting period as required by this contract. The city's exercise of such right shall not relieve the municipal general contractor of any liability for its failure to purchase such an extended reporting period as required by this subsection.
- (8) If the policy is a claims-made policy, the retroactive date of any such renewal of such policy shall not later than the date this contract is signed by the parties thereto.
- (9) If the municipal general contractor purchases a subsequent claims-made policy in place of any prior policy, the retroactive date of such subsequent policy shall be no later than the date of issuance of a municipal general contractor's license.
- 10) Before a municipal general contractor's license is granted, the applicant shall file certificates of insurance with the city from a company licensed to do business in the state evidencing coverage for statutory workmen's compensation. The insurer shall give the city notification of a cancellation or termination by refusal to renew the policy or of any change in coverage of the policy in the manner provided by law. If no notification is provided by law, the insurer shall give the city at least 30 days' prior written notification of any cancellation or termination by refusal to renew the policy or of any change on coverage of the policy.

#### **Sec. 78-187. - Permit.**

It shall be unlawful for any person to build a general public improvement without having first obtained a permit to construct, reconstruct, or repair such improvement.

The city shall issue a permit to a person applying for a permit ("Applicant"), for the construction, reconstruction, or repair of a general public improvement when the following conditions have been met:

- (1) That the Applicant submits the application for the permit on the form or system designated by the city prior to starting construction and obtains a permit for the phase of the work to be constructed or reconstructed. The applicable permit fees shall be as set forth in a fee schedule adopted by the city council by resolution on an annual basis.
- (2) That the Applicant obtains the necessary municipal general contractor license issued by the city or retains a contractor who has been duly licensed by the city prior to the issuance of the permit.

- (3) That the Applicant agrees to perform all work in accordance with the approved engineered plans and Arvada's "Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements."
- (4) That the Applicant agrees that during the performance of the work, the Applicant will allow right of entry to the city inspectors, or other authorized agents of the city, to the work site and allow such inspector or agent the right to conduct tests and evaluations as to the quality of the work performed, materials used, and their conformance with Section 78-187(3). If the city determines that the work is not being so performed, the city shall order the work to cease until there is evidence satisfactory to the city that corrective measures have been taken and the work conforms to the said plans and specifications. The inspector charged with the enforcement of this chapter, acting in good faith and without malice in the discharge of his duties, shall not thereby be rendered personally liable for damage that may accrue to persons or property as a result of an act or omission in the discharge of the assigned duties.
- (5) That the Applicant, his or her contractors and subcontractors, pay all sales, use, and other taxes required by the laws of the state and the city.
- (6) That the Applicant agrees to pay a reinspection fee, as contained in the adopted fee schedule, for each inspection or reinspection when such portion of work for which the inspection is called is not complete or when corrections called for are not made. In instances where reinspections have been assessed, no additional inspection shall be performed until the required reinspection fees have been paid.
- (7) That the Applicant agrees to pay after-hours inspection fees, as contained in the adopted fee schedule, for each after-hours inspection when the inspection is requested by the Applicant or municipal general contractor and performed by the city. No additional inspection shall be performed until the required after-hours inspection fees have been paid.
- (8) Any other condition imposed on the Applicant pursuant to article V of this Chapter.

**Sec. 78-188. - Engineers' plans.**

Any person intending to construct, reconstruct, or repair any general public improvement shall file, with the permit application, supplemental information and plans as required to determine compliance with the Arvada City Code. Based on the project scope, required supplemental information and plans may include but not be limited to the following:

- (1) Detailed engineered plans; soils report; plat; grading plan; drainage study; erosion control plan; utility report; traffic study; structural design; and/or other pertinent calculations or studies required by the city engineer or other laws, rules, or regulations in effect. A professional engineer licensed in the state shall prepare all of the above documents submitted.

- (2) Traffic control plan; project site plan; quantity worksheet; CDOT or neighboring jurisdiction permits (when applicable); utility locate confirmation.

**Sec. 78-189. - Warranty; acceptance.**

No portion of work performed to construct, reconstruct, or repair a general public improvement will be placed under warranty or accepted by the city until the following expressed conditions have been met:

- (1) The Applicant must pay all fees and use tax due if any and may be subject to a project audit at the discretion of Arvada's Finance Department.
- (2) The work is inspected by the city and determined to be of good quality and free from defects for the period prescribed by the city and shall be subject to the warranty process established by the city and Article V of this Chapter.

Section 2. Should any provision of this ordinance be declared by a court to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

Section 3. This ordinance shall be effective on February 1, 2021.

INTRODUCED, READ, AND ORDERED PUBLISHED this 11th day of January, 2021.

PASSED, ADOPTED AND APPROVED this 25th day of January, 2021.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney:

BY: \_\_\_\_\_

Publication Dates: January 14, 2021  
January 28, 2021



Underlined indicates new material  
~~Strikeover~~ indicates deleted material

## ARTICLE II. — CONTRACTOR LICENSINGS, ETC.

### Sec. 78-181. - Scope.

Except as otherwise provided in this Code, general public improvements, consisting of construction, reconstruction and ~~repair~~remodeling of storm drains, irrigation ditches, sewers, water lines, curbs and gutters, sidewalks, streets, traffic-control devices and similar improvements which are constructed on public rights-of-ways, easements and other public property, shall be designed, constructed and installed in accordance with the provision of this article.

### Sec. 78-182. - Rules and regulations.

The ~~city engineering department~~ shall have the authority to make and promulgate such rules and regulations as may be found necessary for the administration and enforcement of this article not inconsistent with the Charter and the Arvada City Code~~ordinances of the city~~.

### Sec. 78-183. - General requirements.

The licensing of contractors and construction of general public improvements within the city shall be governed by chapter 18 and chapter 42, when it applies, in the same manner as the construction of improvements to private property.

### Sec. 78-184. - Municipal general contractor's license; required.

It shall be unlawful ~~for any person~~ to erect, construct, enlarge, alter, repair, move, improve, remove, convert, or demolish any structure, utility, or any general public improvement in the citys without having first obtained a municipal general contractor's license in accordance with the provisions of this Article of the class applicable to the work to be performed. The licensed municipal general contractor is responsible for all work completed on the project, including work performed by subcontractors. Fees for a municipal general contractor's license shall be in accordance with the adopted Fee Schedule for Rights-of-Way Work Permits and Services.

### ~~Sec. 78-185. — Examination; issuance.~~

~~The city engineer shall examine the qualifications and experience of the firm or person applying for a license to construct general public improvements, and upon determination that the applicant is qualified, shall issue the applicable class of municipal contractor's license upon their posting of bond, proof of insurance and payment of the annual fee.~~

**~~Sec. 78-186.-- Classification; fees.~~**

The classification of licenses under this article and applicable fees are as follows:

| Municipal Contractors Licenses  |                                                                                                                                                                                                                                                                                                                                                      |          |
|---------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| Construction and Reconstruction |                                                                                                                                                                                                                                                                                                                                                      |          |
| Class                           | Limitations                                                                                                                                                                                                                                                                                                                                          | Fee      |
| General Licenses                |                                                                                                                                                                                                                                                                                                                                                      |          |
| MC-A                            | General Utility Contractor                                                                                                                                                                                                                                                                                                                           | \$250.00 |
|                                 | Allows licensee to install and repair storm drains, irrigation ditches, sanitary sewers, water mains, utility services, appurtenances and structures that are applicable thereto.                                                                                                                                                                    |          |
|                                 | Blasting, tunneling, boring, and permanent trench resurfacing is specifically excluded.                                                                                                                                                                                                                                                              |          |
| MC-B                            | General Street Contractor                                                                                                                                                                                                                                                                                                                            | \$250.00 |
|                                 | Allows licensee to perform the work of clearing, grubbing, surface excavation, filling, compacting, and grading of earthen materials; placing and compacting gravel, asphalt, recycling material and other surfacing materials; installing fences, guardrail, curbs, gutters, sidewalks, crosspans, bicycle trails, and temporary pavement markings. |          |
|                                 | Blasting, tunneling, boring, and structural demolition are specifically excluded.                                                                                                                                                                                                                                                                    |          |
| MC-C                            | Structural Concrete Contractor                                                                                                                                                                                                                                                                                                                       | \$250.00 |
|                                 | Allows licensee to excavate, form, set steel, place concrete, and backfill for box culverts, retaining walls, foundations, bridges, vaults, curbs, gutters, sidewalks, slope paving, cross pans, driveways, bicycle trails, and similar concrete structures where blasting is not required.                                                          |          |
| Specialty Licenses              |                                                                                                                                                                                                                                                                                                                                                      |          |
| MC-S1                           | Utility Service Contractor                                                                                                                                                                                                                                                                                                                           | \$125.00 |
|                                 | Allows licensee to install and repair utility services and appurtenances between the utility main and building where blasting is not required.                                                                                                                                                                                                       |          |
| MC-S2                           | Excavating Contractor                                                                                                                                                                                                                                                                                                                                | \$125.00 |
|                                 | Allows licensee to perform surface excavation, filling, compacting, and grading of earthen materials; remove and dispose of trees, stumps, fences, guardrail, frame structures, foundation, and surface debris wherein blasting is not required.                                                                                                     |          |
| MC-S3                           | Tunneling and Boring Contractor                                                                                                                                                                                                                                                                                                                      | \$200.00 |
|                                 | Allows licensee to excavate and backfill pits for equipment; tunnel or bore and install the required bracing, liners, casing or pipe; thread and backfill carrier pipe;                                                                                                                                                                              |          |

| <b>Municipal Contractors Licenses</b>  |                                                                                                                                                                                                                                                                |          |
|----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| <b>Construction and Reconstruction</b> |                                                                                                                                                                                                                                                                |          |
|                                        | and blasting when specifically approved by the city engineer.                                                                                                                                                                                                  |          |
| MC-S4                                  | <i>Flatwork Concrete Contractor</i>                                                                                                                                                                                                                            | \$125.00 |
|                                        | Allows licensee to excavate for forms, set steel, place concrete, and backfill for curbs, gutters, sidewalks, cross-pans, slope paving, driveways, bicycle trails, curb cuts, and other similar concrete flatwork.                                             |          |
| MC-S5                                  | <i>Street Patching Contractor</i>                                                                                                                                                                                                                              | \$125.00 |
|                                        | Allows licensee to prepare subgrade and compact and install base course and surfacing materials for utility trenches and street repairs. Street overlay and paving beyond minor patchwork are specifically excluded.                                           |          |
| MC-S6                                  | <i>Traffic Control Contractor</i>                                                                                                                                                                                                                              | \$125.00 |
|                                        | Allows licensee to install traffic control devices such as controllers and signals, requiring hook-up to power source; signs, median barriers, guardrails, painting of traffic lanes and traffic information.                                                  |          |
| MC-S7                                  | <i>Fencing Contractor</i>                                                                                                                                                                                                                                      | \$125.00 |
|                                        | Allows licensee to install fencing, median barriers, and guardrail.                                                                                                                                                                                            |          |
| MC-S8                                  | <i>Landscaping Contractor</i>                                                                                                                                                                                                                                  | \$125.00 |
|                                        | Allows licensee to transplant and trim trees and shrubs, surface preparation and installation of topsoil; furnish and install planter boxes, playground equipment, trees, shrubs, sod, grasses, and sprinkler systems with hook-up to water and power sources. |          |
| MC-S9                                  | <i>Blasting Contractor</i>                                                                                                                                                                                                                                     | \$125.00 |
|                                        | Allows the licensee to utilize explosives for demolition and excavation.                                                                                                                                                                                       |          |
| MC-S10                                 | <i>Demolition Contractor</i>                                                                                                                                                                                                                                   | \$125.00 |
|                                        | Allows the licensee to demolish and remove bridges, retaining walls, subsurface structures of a concrete or masonry type where blasting is not required.                                                                                                       |          |
| MC-S11                                 | <i>Reserved.</i>                                                                                                                                                                                                                                               |          |
| MC-S12                                 | <i>Miscellaneous Contractor</i>                                                                                                                                                                                                                                | \$125.00 |
|                                        | Allows licensee to construct, install, repair or remove public improvements and/or work within public rights-of-way, easements, and other public property not specifically covered by any other license.                                                       |          |
| MC-D                                   | <i>General Municipal Contractor</i>                                                                                                                                                                                                                            | \$625.00 |
|                                        | Allows the licensee to perform the work on a combination of licenses, as specified in this section, for which he can qualify. The fee shall be the lesser of the combined                                                                                      |          |

| Municipal Contractors Licenses  |                                                             |
|---------------------------------|-------------------------------------------------------------|
| Construction and Reconstruction |                                                             |
|                                 | fees, for each individual license, or the amount indicated. |

**Sec. 78-18~~57~~. - Licensing bBond.**

Before a municipal general contractor's license is granted by the city engineering department, the applicant shall provide protection to the city against the use of inferior material and performance, including damages occurring as a result of willful disregard of this Code and city regulation requirements, by posting a one year municipal general contractor's license bond, on city-prepared forms, with a warranty period of a minimum of up to two years, in the principal amount of \$20,000.00.

~~Notwithstanding any language in section 78-298, the director may waive posting of a cash, escrow, or letter of credit by a rights-of-way permittee who, as owner/occupant, constructs a single-family dwelling on a single parcel of land.~~

**Sec. 78-18~~68~~. - Insurance.**

Before a municipal general contractor's license is granted ~~by the engineering department~~, the applicant shall file certificates of insurance and Additional Insured endorsements with the city in accordance with standards established by the risk management division and in accordance with the following insurance requirements:

- (1) All coverage must be written with carriers holding a minimum A.M. Best rating of A-: VII, and authorized to do business in Colorado. The contractor's insurance must be rated "B+" or better, according to Best's Key Rating Guide, and must be admitted to do business in the state.
- (2) Coverage shall be primary, and any insurance held by the City of Arvada is excess and non-contributory.

(3) The policy limits shall be as follows:

- (a) The limit for each occurrence shall be not less than \$1,000,000.00. Costs of defense shall not be included within such limits or, if they are so included, the minimum limits shall be \$1,000,000.00 combined single limits.
- (b) The general aggregate limit on amounts payable pursuant to the policy shall be unlimited, or at least \$2,000,000.00.

(43) The policy shall include the city as an Aadditional Insured. The city relies on and does not waive, or intend to waive by this requirement, the monetary limitations ~~(presently \$150,000.00 per person and \$600,000.00 per occurrence)~~ or any other rights,



immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S § 24-10-101 et seq., as from time-to-time amended, or otherwise available to the city.

- (45) The insurer shall give the city notification of any cancellation or termination by refusal to renew the policy or of any change in coverage of the policy in the manner provided by law. If no such notification is provided by law, the insurer shall give the city at least 30 days' prior written notification of any cancellation or termination by refusal to renew the policy or of any change in coverage of the policy, unless cancellation or termination is for nonpayment of premium, in which case the industry standard of ten days prior written notification shall apply.
- (65) The municipal general contractor shall be solely responsible for any deductible losses under the policy.
- (67) If the policy is a claims-made policy, the policy shall provide the municipal general contractor the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period of not less than two years. The municipal general contractor agrees to purchase such an extended reporting period.
- (87) If the policy is a claims-made policy, the policy shall give the city the right to purchase the extended period described in subsection (6) of this section if the municipal general contractor fails to purchase such an extended reporting period as required by this contract. The city's exercise of such right shall not relieve the municipal general contractor of any liability for its failure to purchase such as extended reporting period as required by this subsection.
- (98) If the policy is a claims-made policy, the retroactive date of any such renewal of such policy shall not later than the date this contract is signed by the parties thereto.
- (910) If the municipal general contractor purchases a subsequent claims-made policy in place of any prior policy, the retroactive date of such subsequent policy shall be no later than the date of issuance of a municipal general contractor's license.
- (110) Before a municipal general contractor's license is granted ~~by the engineering department~~, the applicant shall file certificates of insurance with the city from a company licensed to do business in the state evidencing coverage for statutory workmen's compensation. The insurer shall give the city notification of a cancellation or termination by refusal to renew the policy or of any change in coverage of the policy in the manner provided by law. If no notification is provided by law, the insurer shall give the city at least 30 days' prior written notification of any cancellation or termination by refusal to renew the policy or of any change on coverage of the policy.

#### Sec. 78-1879. - Permit.

It shall be unlawful for any person to build a general public improvement without having first obtained a permit to construct, ~~or reconstruct,~~ or repair such improvement.

The city ~~engineer~~ shall issue a permit, to a person applying for a permit ("Applicant") ~~duly licensed by the city,~~ for the construction, ~~or reconstruction,~~ or repair of a general public improvement when the following conditions have been met:

- (1) That the ~~Applicant~~ licensee ~~makes~~ sumits the application for the permit, on the form or system designated, to the ~~engineering department~~ city ~~48 hours or more~~ prior to starting construction and obtains ~~the~~ permit for the phase of the work to be constructed. The applicable permit fees shall be as set forth in a fee schedule adopted by the city council by resolution on an annual basis.
- (2) That the Applicant obtains the necessary municipal general contractor's license issued by the city or retains a contractor who has been duly licensed by the city prior to the issuance of the permit.
- (3) That the ~~Applicant~~ permittee agrees to perform in accordance with the approved engineered plans and ~~the city~~ Arvada's "Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements."
- (4) That the ~~Applicant~~ permittee agrees that during the performance of the work, ~~the Applicant~~ will allow right of entry to the city inspectors, or other authorized agents of the city, to the work site, and allow such inspector or agent the right to conduct tests and evaluations as to the quality of the work performed, materials used, and their conformance with ~~Section 78-187(3)~~ the approved plans and specifications. If the city determines that the work is not being so performed, the ~~engineering department~~ city shall order the work to cease until there is ~~satisfactory~~ evidence satisfactory to the city that corrective measures have been taken and the work conforms to the said plans and specifications. The inspector charged with the enforcement of this chapter, acting in good faith and without malice in the discharge of his duties, shall not thereby be rendered personally liable for damage that may accrue to persons or property as a result of an act or omission in the discharge of the assigned duties.
- ~~(4) That the permittee agrees that in performance of the work he will observe and comply with the provisions of the Charter, ordinances, and rules and regulations of the city and state, and federal laws that in any manner limit, control, or apply thereto.~~
- (5) That the ~~Applicant~~ permittee, his or her contractors and subcontractors, pay all sales, use, and other taxes required by the laws of the state and the city.
- (6) That the permittee agrees to pay a reinspection fee, as contained in the adopted fee schedule, for each inspection or reinspection when such portion of work for which the inspection is called is not complete or when corrections called for are not made. In instances where reinspections have been assessed, no additional inspection shall be performed until the required reinspection fees have been paid.

- (7) That the Applicant agrees to pay after-hours inspection fees, as contained in the adopted fee schedule, for each after-hours inspection when the inspection is requested by the Applicant or municipal general contractor and performed by the city. No additional inspection shall be performed until the required after-hours inspection fees have been paid.

- (87) Any other condition imposed on the permittee pursuant to article V.

#### **Sec. 78-18890. - Engineers' plans.**

Any person intending to construct, reconstruct, or ~~repair~~~~model~~ any general public improvement shall file, with the permit application, supplemental information and plans as required to determine compliance with the Arvada City Code. Based on the project scope, required supplemental information and plans may include but not be limited to a written request for plan review and approval with the engineering department, signed by the owner of the property involved, or his authorized agent, and the application must be accompanied by the following:

- (1) Two or more complete sets, where applicable, of: detailed engineered plans; soils report; plat; grading plan; drainage study; erosion control plan; utility report; traffic study; structural design; and/or other pertinent calculations or studies required by the city engineer or other laws, rules, or regulations in effect. A professional engineer licensed in the state shall prepare all of the above documents submitted.
- ~~(4)~~(2) Traffic control plan; project site plan; quantity worksheet; CDOT or neighboring jurisdiction permits (when applicable); utility locate confirmation.

#### **Sec. 78-18991. - Warranty; acceptance.**

No portion of work performed to construct, ~~or~~ reconstruct, ~~or repair~~ a ~~general~~ public improvement will be placed under warranty or accepted by ~~the engineering department for the~~ city until the following expressed conditions have been met:

- (1) The Applicant must pay all fees and use tax due, if any, and may be subject to a project audit at the discretion of Arvada's Finance Department. That the permittee shall furnish in triplicate and on department of revenue forms, certified receipts of sales, use and other similar taxes required by law on all materials and equipment incorporated in or used in the performance of the work.
- (2) The work is inspected by the city and determined to be of good quality and free from defects for the period prescribed by the city and shall be subject to the warranty process established by the city and Article V of this Chapter. permittee shall warrant the work to be of good quality and free from defects for the period prescribed in the city "standard specifications for design and construction," section 78-261 et seq., from and after the date of acceptance by the city.



## REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM  
10.A.1.

TO: THE HONORABLE CITY COUNCIL

DATE: January 25, 2021

SUBJECT: R21-029 A Resolution Adopting the Amended Fee Schedule for Rights-of-Way Work Permits and Services Pursuant to Chapter 78, Public Improvements, of the Arvada City Code

### **Report in Brief**

This resolution is to add a single licensing fee of \$200 for Municipal General Contractors. No other changes to the Fee Schedule for rights-of-way work are proposed with this Resolution.

### **Financial Impact**

For the calendar year 2019, 298 right-of-way licenses were issued by the City with an average annual licensing fee of \$259.31 (\$77,275.00 total revenue). Approximately 44%, or 130 of these licenses, were for contractors performing a single trade with a license fee of \$125.00. Many of these license holders would become subcontractors and work without a separate license under a Municipal General Contractor. For the small number of these contractors who maintain their own license and perform work as a Municipal General Contractor, the proposed changes would result in a licensing fee increase of \$75.00. For the remaining 56% of license holders, licensing fees would decrease by \$50.00 to \$425.00. The current maximum licensing fee is \$625.00 and we are proposing a \$200.00 flat fee for a Municipal General Contractor which is in line with the highest level Building General Contractor License and fees charged by surrounding jurisdictions. Although it is difficult to predict, it is estimated that an approximately 50% reduction in right-of-way license fees could result from this change although the benefits to the contractor through average fee reduction and simplification of process and the increased capacity of team members outweigh this relatively small reduction in revenue.

### **Background**

Ordinance 4749 made changes to Chapter 78. A single Municipal General Contractor license requires this addition of a single licensing fee to the rights-of-way fee schedule. Based on fees charged by surrounding jurisdictions and based on similar licensing fees in the City (Building Contractors), an annual Municipal General Contractor licensing fee of \$200 is being proposed.

### **Discussion**

The Council should note that this resolution must be adopted in order to fully implement CB21-001, An Ordinance Repealing and Reenacting Article II, Contractors, Etc., of Chapter 78, Public Improvements, of the Arvada City Code (Ordinance No. 4749). The resolution will authorize the implementation of the single licensing fee to the rights-of-way fee schedule.

### **Public Contact**

Information regarding this single fee was emailed to 398 rights-of-way contractors in conjunction with information about the licensing ordinance change.

### **Commission Recommendation**

N/A



### **Strategic Alignment**

This action aligns with the Infrastructure and Community and Economic Development Priority Areas of the City Council Strategic Plans.

### **Alternative Courses of Action**

N/A.

### **Recommendation for Action**

The Arvada team recommends that the City Council approve R21-029, A Resolution Adopting the Amended Fee Schedule for Rights-of-Way Work Permits and Services Pursuant to Chapter 78, Public Improvements, of the Arvada City Code.

### **Suggested Motion:**

I move that R21-029, A Resolution Adopting the Amended Fee Schedule for Rights-of-Way Work Permits and Services Pursuant to Chapter 78, Public Improvements, of the Arvada City Code, be (approved) (rejected).

Prepared by:  
Stephanie Wallace, Administrative Specialist

Reviewed by:

Approved by:

|                                                                      |           |
|----------------------------------------------------------------------|-----------|
| Josie Suk, Development Systems and Administrative Manager            | 1/4/2021  |
| Brita Van Horne, Deputy Director of Community & Economic Development | 1/4/2021  |
| Ryan Stachelski, Director of Community and Economic Development      | 1/4/2021  |
| Gail Walker, Legal Specialist-Contracts                              | 1/4/2021  |
| Emily Grogg, Senior Assistant City Attorney                          | 1/4/2021  |
| Rachel Morris, City Attorney                                         | 1/14/2021 |
| Lorie Gillis, Deputy City Manager                                    | 1/14/2021 |
| Mark Deven, City Manager                                             | 1/14/2021 |

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R21-029

A RESOLUTION ADOPTING THE AMENDED FEE SCHEDULE FOR RIGHTS-OF-WAY  
WORK PERMITS AND SERVICES PURSUANT TO CHAPTER 78, PUBLIC  
IMPROVEMENTS, OF THE ARVADA CITY CODE

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

Section 1. The City Council hereby adopts the Amended Permits Fee Schedule for rights-of-way work permits pursuant to Chapter 78, Public Improvement, of the Arvada City Code as set forth in the attached Amended Permits Fee Schedule, and any prior version of said administrative fee schedule inconsistent with the attached is amended to conform.

Section 2. The Fee Schedule set forth herein shall be effective February 1, 2021.

Section 3. This resolution shall be effective upon its approval by the City Council.

APPROVED AND ADOPTED this 25th day of January, 2021.

\_\_\_\_\_  
Marc Williams, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By:\_\_\_\_\_

**FEE SCHEDULE\***  
**FOR**  
**RIGHTS OF WAY WORK PERMITS AND SERVICES AS**  
**PURSUANT TO CHAPTER 78, PUBLIC IMPROVEMENTS, OF THE ARVADA CITY CODE**  
**EFFECTIVE FEBRUARY 1, 2021**

|                                                                   |                                                          |
|-------------------------------------------------------------------|----------------------------------------------------------|
| Municipal General Contractor's License                            | \$200.00/year                                            |
| Sewer Main                                                        | \$.55/LF (\$55.00 min)                                   |
| Water Main                                                        | \$.55/LF (\$55.00 min)                                   |
| Fire line                                                         | \$.55/LF (\$55.00 min)                                   |
| Wet Tap                                                           | \$55.00/EA                                               |
| Water Service                                                     | \$55.00/EA                                               |
| Sewer Service                                                     | \$55.00/EA                                               |
| Irrigation Service                                                | \$55.00/EA                                               |
| Water Service Disconnect                                          | \$55.00/EA                                               |
| Sewer Service Disconnect                                          | \$55.00/EA                                               |
| Storm Sewer - Public                                              | \$.55/LF (\$55.00 min)                                   |
| Storm Sewer - Private                                             | \$.55/LF (\$55.00 min)                                   |
| Irrigation Main                                                   | \$.55/LF (\$55.00 min)                                   |
| Combination Curb, Gutter, & Walk                                  | \$.44/LF (\$55.00 min)                                   |
| Bike Trail                                                        | \$.44/LF (\$55.00 min)                                   |
| Detached Walk                                                     | \$.44/LF (\$55.00 min)                                   |
| Vertical Curb & Gutter                                            | \$.44/LF (\$55.00 min)                                   |
| Structure (Surface Area - medians, pavers, retaining walls, etc.) | \$1.32/SF (\$55.00 min)                                  |
| Crossspan/Curb Cut                                                | \$66.00/EA                                               |
| Paving                                                            | \$.16/SY (\$55.00 min)                                   |
| Asphalt Patch                                                     | \$.16/SY (\$55.00 min)                                   |
| Street Subgrade                                                   | \$.16/SY (\$55.00 min)                                   |
| Street Subbase                                                    | \$.16/SY (\$55.00 min)                                   |
| ADA Ramps                                                         | \$66.00/EA                                               |
| Milling                                                           | \$.16/SY (\$55.00 min)                                   |
| Inlets - Public                                                   | \$55.00/EA                                               |
| Inlets - Private                                                  | \$55.00/EA                                               |
| Vaults - Public                                                   | \$55.00/EA                                               |
| Manhole                                                           | \$55.00/EA                                               |
| Outlet Structures - Private                                       | \$55.00/EA                                               |
| Minimum Permit Fee                                                | \$55.00/EA                                               |
| Reinspection Fee                                                  | \$65.00/EA                                               |
| Overtime Fee                                                      | \$97.50/hr. - 2 hours minimum                            |
| Fire Hydrant                                                      | \$55.00/EA                                               |
| Degradation Fee                                                   | \$17.08/LF of trench (plus 20LF of required resurfacing) |
| Overhead Utility - Private                                        | \$.22/LF (\$55.00 min)                                   |
| Underground Utility - Private (gas mains, electrical, cable,      | \$.22/LF (\$55.00 min)                                   |

|                                                                           |                                  |
|---------------------------------------------------------------------------|----------------------------------|
| telecom, etc.)                                                            |                                  |
| Boring                                                                    | \$.22/LF (\$55.00 min)           |
| Coring                                                                    | \$55.00/EA                       |
| Test Hole (concrete)                                                      | \$55.00/EA                       |
| Test Hole (street)                                                        | \$55.00/EA                       |
| Test Hole (Landscaping)                                                   | \$16.00/EA                       |
| Bore Pit                                                                  | \$16.00/EA                       |
| Signage                                                                   | \$11.00/EA (\$55.00 min)         |
| Street Light                                                              | \$11.00/EA (\$55.00 min)         |
| Permanent Traffic Control Structures (i.e. Guardrail, sound wall, etc...) | \$.22/LF (\$55.00 min)           |
| Permanent Traffic Control Structures (i.e. bollards, delineators, etc...) | \$11.00/EA (\$55.00 min)         |
| Striping                                                                  | \$0.11/LF (\$55.00 min)          |
| Pavement Markings                                                         | \$11.00/EA (\$55.00 min)         |
| Traffic Signal/Electronic Device Installation/Modification                | 0.65% of the cost of improvement |
| Traffic Control Plan Review - Single Service                              | \$55.00/EA                       |
| Traffic Control Plan Review - Local Street**                              | \$82.00/EA                       |
| Traffic Control Plan Review - Collector Street**                          | \$110.00/EA                      |
| Traffic Control Plan Review - Arterial Street**                           | \$275.00/EA                      |

\*Additional fees apply for work without permits pursuant to Section 78-294 of the Arvada City Code. \*\*Roadway classification to be determined by City Traffic Engineer.



**FOR INFORMATION ONLY -- NOT PART OF THE ADMINISTRATIVE FEE SCHEDULE**

Underlined indicates new material

~~Strikeover~~ indicates deleted material

**FEE SCHEDULE\***  
**FOR**  
**RIGHTS OF WAY WORK PERMITS AND SERVICES AS**  
**PURSUANT TO CHAPTER 78, PUBLIC IMPROVEMENTS, OF THE ARVADA CITY CODE**  
**EFFECTIVE ~~FEBRUARY~~JANUARY 1, 2021**

|                                                                   |                               |
|-------------------------------------------------------------------|-------------------------------|
| <u>Municipal General Contractor's License</u>                     | <u>\$200.00/year</u>          |
| Sewer Main                                                        | \$.55/LF (\$55.00 min)        |
| Water Main                                                        | \$.55/LF (\$55.00 min)        |
| Fire line                                                         | \$.55/LF (\$55.00 min)        |
| Wet Tap                                                           | \$55.00/EA                    |
| Water Service                                                     | \$55.00/EA                    |
| Sewer Service                                                     | \$55.00/EA                    |
| Irrigation Service                                                | \$55.00/EA                    |
| Water Service Disconnect                                          | \$55.00/EA                    |
| Sewer Service Disconnect                                          | \$55.00/EA                    |
| Storm Sewer - Public                                              | \$.55/LF (\$55.00 min)        |
| Storm Sewer - Private                                             | \$.55/LF (\$55.00 min)        |
| Irrigation Main                                                   | \$.55/LF (\$55.00 min)        |
| Combination Curb, Gutter, & Walk                                  | \$.44/LF (\$55.00 min)        |
| Bike Trail                                                        | \$.44/LF (\$55.00 min)        |
| Detached Walk                                                     | \$.44/LF (\$55.00 min)        |
| Vertical Curb & Gutter                                            | \$.44/LF (\$55.00 min)        |
| Structure (Surface Area - medians, pavers, retaining walls, etc.) | \$1.32/SF (\$55.00 min)       |
| Crossspan/Curb Cut                                                | \$66.00/EA                    |
| Paving                                                            | \$.16/SY (\$55.00 min)        |
| Asphalt Patch                                                     | \$.16/SY (\$55.00 min)        |
| Street Subgrade                                                   | \$.16/SY (\$55.00 min)        |
| Street Subbase                                                    | \$.16/SY (\$55.00 min)        |
| ADA Ramps                                                         | \$66.00/EA                    |
| Milling                                                           | \$.16/SY (\$55.00 min)        |
| Inlets - Public                                                   | \$55.00/EA                    |
| Inlets - Private                                                  | \$55.00/EA                    |
| Vaults - Public                                                   | \$55.00/EA                    |
| Manhole                                                           | \$55.00/EA                    |
| Outlet Structures - Private                                       | \$55.00/EA                    |
| Minimum Permit Fee                                                | \$55.00/EA                    |
| Reinspection Fee                                                  | \$65.00/EA                    |
| Overtime Fee                                                      | \$97.50/hr. - 2 hours minimum |

|                                                                             |                                                          |
|-----------------------------------------------------------------------------|----------------------------------------------------------|
| Fire Hydrant                                                                | \$55.00/EA                                               |
| Degradation Fee                                                             | \$17.08/LF of trench (plus 20LF of required resurfacing) |
| Overhead Utility - Private                                                  | \$.22/LF (\$55.00 min)                                   |
| Underground Utility - Private (gas mains, electrical, cable, telecom, etc.) | \$.22/LF (\$55.00 min)                                   |
| Boring                                                                      | \$.22/LF (\$55.00 min)                                   |
| Coring                                                                      | \$55.00/EA                                               |
| Test Hole (concrete)                                                        | \$55.00/EA                                               |
| Test Hole (street)                                                          | \$55.00/EA                                               |
| Test Hole (Landscaping)                                                     | \$16.00/EA                                               |
| Bore Pit                                                                    | \$16.00/EA                                               |
| Signage                                                                     | \$11.00/EA (\$55.00 min)                                 |
| Street Light                                                                | \$11.00/EA (\$55.00 min)                                 |
| Permanent Traffic Control Structures (i.e. Guardrail, sound wall, etc...)   | \$.22/LF (\$55.00 min)                                   |
| Permanent Traffic Control Structures (i.e. bollards, delineators, etc...)   | \$11.00/EA (\$55.00 min)                                 |
| Striping                                                                    | \$0.11/LF (\$55.00 min)                                  |
| Pavement Markings                                                           | \$11.00/EA (\$55.00 min)                                 |
| Traffic Signal/Electronic Device Installation/Modification                  | 0.65% of the cost of improvement                         |
| Traffic Control Plan Review - Single Service                                | \$55.00/EA                                               |
| Traffic Control Plan Review - Local Street**                                | \$82.00/EA                                               |
| Traffic Control Plan Review - Collector Street**                            | \$110.00/EA                                              |
| Traffic Control Plan Review - Arterial Street**                             | \$275.00/EA                                              |

\*Additional fees apply for work without permits pursuant to Section 78-294 of the Arvada City Code. \*\*Roadway classification to be determined by City Traffic Engineer.



## **REPORT TO CITY COUNCIL PUBLIC HEARING**

**AGENDA ITEM  
10.B.**

TO: THE HONORABLE CITY COUNCIL

DATE: January 25, 2021

SUBJECT: CB21-002 An Ordinance Authorizing the First Amendment to the 2021 Operating and Capital Budget in the Amount of \$950,000.00 and Authorizing the First Amendment to the Intergovernmental Agreement By and Between the State of Colorado Acting By and Through the Department of Transportation and the City of Arvada Pertaining to the Signal Replacements at West 58th Avenue & Independence Street and West 86th Parkway & Kipling Street, Project No. 18-TC-03 (CDOT Project No. SHE M040-033 (SA22275)) (Ordinance No. 4750)

### **Report in Brief**

Council action is requested on the attached ordinance authorizing the first amendment to the 2021 operating and capital budget in the amount of \$950,000.00 and authorizing the first amendment to the 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 & Independence Street and West 86th Parkway & Kipling Street, Project No. 18-TC-03 (CDOT Project No. SHE M040-033 (SA22275)).

The Arvada team recommends that the City Council approve CB21-002, An Ordinance Authorizing the First Amendment to the 2021 Operating and Capital Budget in the Amount of \$950,000.00 and Authorizing the First Amendment to the Intergovernmental Agreement By and Between the State of Colorado Acting By and Through the Department of Transportation and the City of Arvada Pertaining to the Signal Replacements at West 58th Avenue & Independence Street and West 86th Parkway & Kipling Street, Project No. 18-TC-03 (CDOT Project No. SHE M040-033 (SA22275)).

### **Financial Impact**

Funding for this project is available in Financial Project No. 93731 and 93732, HSIP 58th and Independence and HSIP 86th and Kipling. The funding includes \$855,000 in federal aid and \$95,000 of local match contribution.

### **Background**

In February 2017, the City was awarded a grant for \$525,000.00 through the Federal Highway Safety Improvement Program (HSIP) and the Colorado Department of Transportation (CDOT) to improve the intersections of West 58th Avenue & Independence Street and West 86th Parkway & Kipling Street. 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. The project will also include slight widening of the eastbound right turn lane at West 58th Avenue & Independence Street.

In March 2020, the City requested and awarded additional funding in the amount of \$425,000.00 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 \$950,000.00 in federal aid.

### **Discussion**

**SUBJECT:** CB21-002 An Ordinance Authorizing the First Amendment to the 2021 Operating and Capital Budget in the Amount of \$950,000.00 and Authorizing the First Amendment to the Intergovernmental Agreement By and Between the State of Colorado Acting By and Through the Department of Transportation and the City of Arvada Pertaining to the Signal Replacements at West 58th Avenue & Independence Street and West 86th Parkway & Kipling Street, Project No. 18-TC-03 (CDOT Project No. SHE M040-033 (SA22275)) (Ordinance No. 4750)

**PAGE:** 2  
**ITEM:** 10.B.

Since 2017 when the City was awarded the HSIP grant, construction costs has been steadily increasing. Through the 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**

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, successfully obtained 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. 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 CB21-002, An Ordinance Authorizing the First Amendment to the 2021 Operating and Capital Budget in the Amount of \$950,000.00 and Authorizing the First Amendment to the Intergovernmental Agreement By and Between the State of Colorado Acting By and Through the Department of Transportation and the City of Arvada Pertaining to the Signal Replacements at West 58th Avenue & Independence Street and West 86th Parkway & Kipling Street, Project No. 18-TC-03 (CDOT Project No. SHE M040-033 (SA22275)).

### **Suggested Motion:**

I move that CB21-002, An Ordinance Authorizing the First Amendment to the 2021 Operating and Capital Budget in the Amount of \$950,000.00 and Authorizing the First Amendment to the Intergovernmental Agreement By and Between the State of Colorado Acting By and Through the Department of Transportation and the City of Arvada Pertaining to the Signal Replacements at West 58th Avenue & Independence Street and West 86th Parkway & Kipling Street, Project No. 18-TC-03 (CDOT Project No. SHE M040-033 (SA22275)), be (approved on final reading, numbered 4750 and ordered published by title only) (rejected).

Prepared by:  
Sylvia Lopo, Traffic Engineer

Reviewed by:



**SUBJECT:** CB21-002 An Ordinance Authorizing the First Amendment to the 2021 Operating and Capital Budget in the Amount of \$950,000.00 and Authorizing the First Amendment to the Intergovernmental Agreement By and Between the State of Colorado Acting By and Through the Department of Transportation and the City of Arvada Pertaining to the Signal Replacements at West 58th Avenue & Independence Street and West 86th Parkway & Kipling Street, Project No. 18-TC-03 (CDOT Project No. SHE M040-033 (SA22275)) (Ordinance No. 4750)

**PAGE:** 3  
**ITEM:** 10.B.

Karen Custer, Administrative Assistant

1/6/2021

Hannah Gregory, Legal Administrative Assistant

1/12/2021

Approved by:

Jacqueline Rhoades, Civil Engineer III

1/7/2021

Don Wick, Director of Public Works

1/11/2021

Bryan Archer, Director of Finance

1/12/2021

Erika Pierce, Litigation Paralegal

1/12/2021

Lori Graham, Senior Assistant City Attorney

1/12/2021

Rachel Morris, City Attorney

1/13/2021

Lorie Gillis, Deputy City Manager

1/13/2021

Mark Deven, City Manager

1/14/2021

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. CB21-002  
ORDINANCE NO. 4750

AN ORDINANCE AUTHORIZING THE FIRST AMENDMENT TO THE 2021 OPERATING AND CAPITAL BUDGET IN THE AMOUNT OF \$950,000.00 AND AUTHORIZING THE FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE STATE OF COLORADO ACTING BY AND THROUGH THE DEPARTMENT OF TRANSPORTATION AND THE CITY OF ARVADA PERTAINING TO THE SIGNAL REPLACEMENTS AT WEST 58TH AVENUE & INDEPENDENCE STREET AND WEST 86TH PARKWAY & KIPLING STREET, PROJECT NO. 18-TC-03 (CDOT PROJECT NO. SHE M040-033 (SA22275))

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 \$950,000.00 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 & Independence Street and West 86th Parkway & Kipling Street, Project No. 18-TC-03 (CDOT Project No. SHE M040-033 (SA22275)).

Section 2. The Mayor or the Mayor Pro-tem is authorized to sign, and the City Clerk to attest, in substantially the same form as approved by the City Attorney, a First Amendment to an Intergovernmental Agreement between the State of Colorado Acting By and Through the Department of Transportation and the City of Arvada Pertaining to the Signal Replacements at West 58th Avenue & Independence Street and West 86th Parkway & Kipling Street, Project No. 18-TC-03 (CDOT Project No. SHE M040-033 (SA22275)).

Section 3. This ordinance shall be effective five days after publication following final passage.

INTRODUCED, READ AND ORDERED PUBLISHED this 11th day of January, 2021.

PASSED, ADOPTED AND APPROVED this 25th day of January, 2021.

\_\_\_\_\_  
Marc Williams, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: \_\_\_\_\_

Publication dates: January 14, 2021  
January 28, 2021

# STATE OF COLORADO AMENDMENT

Amendment #: 1

Project #: SHE M040-033 (22275)

## SIGNATURE AND COVER PAGE

|                                                     |                     |                                                                                                 |
|-----------------------------------------------------|---------------------|-------------------------------------------------------------------------------------------------|
| <b>State Agency</b><br>Department of Transportation |                     | <b>Amendment Routing Number</b><br>19-HA1-XC-00068-M0006                                        |
| <b>Local Agency</b><br>CITY OF ARVADA               |                     | <b>Original Agreement Routing Number</b><br>19-HA1-XC-00068                                     |
| <b>Agreement Maximum Amount</b>                     | <b>\$950,000.00</b> | <b>Agreement Performance Beginning Date</b><br>The later of the effective date or July 17, 2019 |
|                                                     |                     | <b>Initial Agreement expiration date</b><br>April 19, 2029                                      |

## THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

|                                                                                                                                                                                                              |                                                                                                                                                                                                           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>STATE OF COLORADO</b><br><b>Jared S. Polis, Governor</b><br>Department of Transportation<br>Shoshana M. Lew, Executive Director<br><br>_____<br>Stephen Harelson, P.E., Chief Engineer<br><br>Date: _____ |                                                                                                                                                                                                           |
| <b>LOCAL AGENCY</b><br>CITY OF ARVADA<br><br>_____<br>Marc Williams, Mayor<br><br>Date: _____                                                                                                                | <b>LOCAL AGENCY</b><br><b>(Additional Signatures)</b><br><br>_____<br>Kristen Rush, City Clerk<br><br>Date: _____<br><br>_____<br>Approved As To Form:<br>Rachel Morris, City Attorney<br><br>Date: _____ |

In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.

|                                                                                                                                            |
|--------------------------------------------------------------------------------------------------------------------------------------------|
| <b>STATE CONTROLLER</b><br><b>Robert Jaros, CPA, MBA, JD</b><br><br>By: _____<br>Department of Transportation<br><br>Effective Date: _____ |
|--------------------------------------------------------------------------------------------------------------------------------------------|

**1) PARTIES**

This Amendment (the "Amendment") to the Original Agreement shown on the Signature and Cover Page for this Amendment (the "Agreement") is entered into by and between the Local Agency and the State.

**2) TERMINOLOGY**

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Agreement shall be construed and interpreted in accordance with the Agreement.

**3) EFFECTIVE DATE AND ENFORCEABILITY**

**A. Amendment Effective Date**

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay the Local Agency for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in **\$3.B** of this Amendment

**B. Amendment Term**

The Parties' respective performances under this Amendment and the changes to the Agreement contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Agreement.

**4) PURPOSE**

Signal replacements in Arvada at 58th Avenue and Independence Street, and 86th Parkway and Kipling Street.

**5) MODIFICATIONS**

- a) Increase Total Budgeted Funds of \$525,000.00 by \$425,000.00 to a new Total Budgeted Funds of \$950,000.00;
- b) Replace Exhibit C with C-1 which is attached hereto.

**6) LIMITS OF EFFECT**

This Amendment is incorporated by reference into the Agreement, and the Agreement and all prior amendments or other modifications to the Agreement, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Agreement, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Agreement or any prior modification to the Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Agreement to the extent that this Amendment specifically modifies those Special Provisions.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**



**Exhibit C-1 - FUNDING PROVISIONS****SHE M040-033 (22275)****A. Cost of Work Estimate**

The Local Agency has estimated the total cost the Work to be \$950,000.00 ,which is to be funded as follows:

|                                                                                                                                                                         |                                  |                                    |  |              |              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|------------------------------------|--|--------------|--------------|
| <b>1. BUDGETED FUNDS</b>                                                                                                                                                |                                  |                                    |  |              |              |
| a. Federal Funds                                                                                                                                                        |                                  |                                    |  |              |              |
| ( 90.00% of Participating Costs)                                                                                                                                        |                                  |                                    |  | \$855,000.00 |              |
| b. Local Agency Matching Funds                                                                                                                                          |                                  |                                    |  |              |              |
| ( 10.00% of Participating Costs)                                                                                                                                        |                                  |                                    |  | \$95,000.00  |              |
| <b>TOTAL BUDGETED FUNDS</b>                                                                                                                                             |                                  |                                    |  | \$950,000.00 |              |
| <b>2. OMB UNIFORM GUIDANCE</b>                                                                                                                                          |                                  |                                    |  |              |              |
| 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:                                                                                                                                       |                                  |                                    |  | \$855,000.00 |              |
| 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          |              |
| <b>3. ESTIMATED PAYMENT TO LOCAL AGENCY</b>                                                                                                                             |                                  |                                    |  |              |              |
| a. Federal Funds Budgeted                                                                                                                                               |                                  |                                    |  | \$855,000.00 |              |
| b. Less Estimated Federal Share of CDOT-Incurred Costs                                                                                                                  |                                  |                                    |  | \$0.00       |              |
| <b>TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY</b>                                                                                                                          |                                  |                                    |  | \$855,000.00 |              |
| <b>4. FOR CDOT ENCUMBRANCE PURPOSES</b>                                                                                                                                 |                                  |                                    |  |              |              |
| a. Total Encumbrance Amount                                                                                                                                             |                                  |                                    |  | \$950,000.00 |              |
| b. Less ROW Acquisition 3111 and/or ROW Relocation 3109                                                                                                                 |                                  |                                    |  | \$0.00       |              |
|                                                                                                                                                                         | Net to be encumbered as follows: |                                    |  |              | \$950,000.00 |
| <b>Note: No funds are currently available. Design and Construction funds will become available after execution of an Option letter (Exhibit B) or formal Amendment.</b> |                                  |                                    |  |              |              |
| WBS Element 22275.10.30                                                                                                                                                 |                                  | Performance Period Start*/End Date |  |              |              |
|                                                                                                                                                                         |                                  | TBD / TBD                          |  | Design       | 3020 \$0.00  |
| WBS Element 22275.20.10                                                                                                                                                 |                                  | 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 further understood that such ratio applies only to the \$950,000.00 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 \$950,000.00 , 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 \$950,000.00 , 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 \$950,000.00 (for CDOT accounting purposes, the federal funds of \$855,000.00 and the Local Agency matching funds of \$95,000.00 will be encumbered for a total encumbrance of \$950,000.00), 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.

## **DI. 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.

### **iiii. 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.



## REPORT TO CITY COUNCIL PUBLIC HEARING

AGENDA ITEM  
10.C.

TO: THE HONORABLE CITY COUNCIL

DATE: January 25, 2021

SUBJECT: CB21-003 An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2020  
(Ordinance No. 4751)

### **Report in Brief**

The attached ordinance is the final process to ensure that all Funds will end the year within their legally approved limits. The original budget of \$235,574,524 was approved by City Council in October 2019. The carryover ordinance approved by City Council in July 2020 increased the total appropriation by \$47,118,520 bringing the current budget to \$282,693,044. This ordinance requests that City Council approve a final clean-up ordinance that will add an additional \$19,503,361 to the budget bringing the final total appropriation to \$302,196,405.

The Arvada team recommends that the City Council approve CB21-003, An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2020.

### **Financial Impact**

The overall increase in the 2020 appropriation is \$19,503,361 and will bring the total appropriation to \$302,196,405. Increased revenues or sufficient reserves exist to cover each of the budgeted items. The final modification to the budget will ensure that each fund does not exceed its legally adopted appropriation.

### **Background**

The budget is an ongoing process throughout the year. It begins eight months prior to the beginning of the fiscal year. Throughout any given budget year, many things can change. Most of these changes can be accommodated within the appropriation that the City Council adopts. Other changes, such as grants and extraordinary expenditures, require City Council approval.

At the beginning of the year, there may be items that were not completed in the prior year and must be re-appropriated. This is referred to as the "Carry-Forward" ordinance. This usually comes to City Council in the first quarter of the year and increases the total budget. Throughout the year, City Council also adopts resolutions approving the acceptance of grants and other types of arrangements. Resolutions inform City Council of changes. However, the budget may only be legally increased through the adoption of an ordinance. The final way to modify the budget is adopt a final ordinance near the end of the year. This ordinance is often referred to as the "Clean-Up" ordinance.

### **Discussion**

This ordinance will increase the appropriation in nine funds.

The attached table provides a summary of the history of the adjustments made to each fund in 2020. The following information summarizes the adjustments by fund:

#### **General Fund - \$11,396,986**

An increase of \$9,754,746 is needed for CARES Act programs and the purchase of supplies and equipment related to COVID-

19. CARES act reimbursements from Jefferson and Adams County will cover \$9,454,746 of the expenses. The remaining \$300,000 will come from fund balance reserves.

An increase of \$1,250,000 is needed for the payback of loans to the Arvada Urban Renewal Authority (AURA) and the Arvada Economic Development Association. These loans were funded prior to the receipt of the CARES Act funds. This increase will repay AURA and AEDA the amount of their contributions as the business loans were converted to grants following receipt of the CARES Act funds.

An increase of \$172,880 is needed for the mowing contract. This contract was moved from the Streets fund and will be funded with a transfer from the Streets fund.

An increase of \$83,769 is needed for the purchase of equipment for the KATV control room and lighting in City Council chambers. This purchase will be funded from accumulated PEG fee revenue.

An increase of \$75,000 is needed for a contribution to Jefferson Parkway Public Highway Authority.

An increase of \$32,000 is needed for expenses related to the 2020 Census. These expenses are covered by a grant from the Department of Local Affairs.

An increase of \$27,591 is needed for police overtime. The overtime is covered by a state and federal grant.

An increase of \$1,000 is needed for the purchase of water rights in Public Works. This cost will be reimbursed.

The requests in the General fund will be funded with grants, transfers from other funds or from fund balance reserves.

**Streets Fund - \$355,140**

An increase of \$355,140 is needed for additional street maintenance work that was performed in 2020. The increase will be funded by a transfer of \$98,374 from the Capital Improvement fund and \$256,766 from fund balance reserves.

**Housing Authority Fund - \$1,501,284**

An increase of \$1,346,636 is needed for an increase in rent vouchers.

An increase of \$154,648 is needed for a increase to the Mainstream rent vouchers which is a new program that supports vouchers for families with disabled members up to age 62.

The requests noted above will be funded from Housing and Urban Development grants.

**Tax Increment .21 Fund - \$138,312**

An increase of \$138,312 is needed for training, equipment and COVID-19 supplies that will all be reimbursed through Federal Justice Assistance Grants (JAG) and Bureau of Justice Assistance (BJA) grants.

**Tax Increment .25 Fund - \$18,000**

An increase of \$18,000 is needed for overtime that will be reimbursed through a Federal Drug Enforcement Agency (DEA) grant.

**Capital Improvement Project Fund - \$5,140,092**

An increase of \$1,500,000 is needed for the second budget amendment that was approved by City Council on August 3, 2020 for a grant from the Colorado Department of Transportation for trail and sidewalk improvements to Alkire Street.

An increase of \$3,500,000 is needed for streetscaping along Ralston Road. This streetscaping project will be funded by AURA.

An increase of \$130,000 is needed for a storm drain issue related to the Wadsworth right turn lane project. This will be reimbursed by the Stormwater fund.



An increase of \$10,092 is need for hydrant work in the Ralston Road Phase 1 project. This will be reimbursed by the Water fund.

**Stormwater Fund - \$135,493**

An increase of \$37,099 is needed for the construction of deicer tanks. The will be reimbursed by a transfer from streets maintenance.

An increase of \$26,394 is needed for maintenance expenses for Church Ditch. These expenses will be reimbursed by Jefferson Center Metropolitan District.

An increase of \$72,000 is needed for expenses related to the Lower Ralston Creek project. This will be funded through a grant from Colorado Water Conservation Board.

**Computer Fund - \$629,488**

An increase of \$107,500 is needed for the MARC Core maintenance. This system is shared with the City of Lakewood and they will reimburse half of the cost.

An increase of \$78,500 for additional Google licenses is needed.

An increase of \$55,000 is needed for additional licenses for Windows Enterprise.

An increase of \$36,515 is needed for additional licenses to the Oracle payroll module.

An increase of \$88,000 is needed for the replacement of the Oracle report writer which is de-supported at the end of the year.

An increase of \$42,000 is needed of the increase increased cost of Citrix licenses.

An increase of \$65,884 is needed for an increase to the Net Motion and Mobileiron licenses to support remote access.

An increase of \$59,818 is needed for the purchase of Crowdstrike Falcon which will replace Kaspersky.

An increase of \$50,200 is needed to implement Automax patch management and automation.

An increase of \$46,071 is needed for Cloudflare web application firewall and Risk Sense vulnerability management software.

The requests noted above will be funded from fund balance reserves in the Computer Fund.

**Vehicle Fund - \$188,566**

An increase of \$128,699 is needed for the first budget amendment that was approved by City Council on June 15, 2020 for the purchase of a heavy vehicle lift for the new Parks/Fleet building.

An increase of \$46,000 is needed for an emergency fuel pump repair and an emergency oil system repair.

An increase of \$6,240 is needed for unbudgeted shelving for the new Parks/Fleet maintenance building. The emergency fuel pump repair and the shelving will be funded from fund balance reserves in the Vehicle fund.

An increase of \$7,627 is need for roller greens for the golf course. This will be funded through a transfer from the Golf fund.

**Public Contact**

Posting of the City Council agenda.

**Commission Recommendation**

N/A

**Strategic Alignment**

The proposed action aligns with the Organizational and Service Effectiveness Priority Area within the City Council Strategic Plan.

**Alternative Courses of Action**

N/A

**Recommendation for Action**

The Arvada team recommends that City Council approve CB21-003, An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2020.

**Suggested Motion:**

I move that CB21-003, An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2020, be (approved on final reading, numbered 4751 and ordered published by title only) (rejected).

Prepared by:  
Lisa Yagi, Assistant Finance Director

Reviewed by:

Approved by:

|                                         |           |
|-----------------------------------------|-----------|
| Jenna Belec, Executive Assistant        | 1/5/2021  |
| Bryan Archer, Director of Finance       | 1/5/2021  |
| Gail Walker, Legal Specialist-Contracts | 1/6/2021  |
| Kylie Justus, Assistant City Attorney   | 1/8/2021  |
| Rachel Morris, City Attorney            | 1/13/2021 |
| Lorie Gillis, Deputy City Manager       | 1/13/2021 |
| Mark Deven, City Manager                | 1/14/2021 |

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. CB21-003  
ORDINANCE NO. 4751

AN ORDINANCE AUTHORIZING AN ADDITIONAL APPROPRIATION  
FOR FISCAL YEAR 2020

WHEREAS, the City Council of the City of Arvada adopted Ordinance No. 4714 (Council Bill No.19-043), which authorized the annual appropriation for Fiscal Year 2020; and

WHEREAS, Section 10.8(a) of the Arvada Home Rule Charter provides that City Council may make additional appropriations by Ordinance during the fiscal year for unanticipated expenditures required of the City; and

WHEREAS, the City Council of the City of Arvada finds that an additional appropriation is necessary in order for the City to meet unanticipated expenditures; and

WHEREAS, the City Council of the City of Arvada further finds that such additional expenses do not exceed the amount by which actual and anticipated revenues for Fiscal Year 2020 are exceeding the revenues as anticipated in the budget for 2020.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

Section 1. The following sums of money as may be needed or deemed necessary to defray the expenses and liabilities of the City of Arvada are hereby appropriated for Fiscal Year 2020.

City of Arvada Final Appropriation

| Fund                          | Final Budget  |
|-------------------------------|---------------|
| General Fund                  | \$108,976,922 |
| Conservation Trust Fund       | \$468,826     |
| Street Maintenance Fund       | \$13,721,457  |
| Community Development Fund    | \$1,203,002   |
| Housing Authority Fund        | \$5,600,046   |
| Parks Fund                    | \$10,324,022  |
| Police Seizure                | \$777,988     |
| Police Tax Increment Fund .21 | \$5,773,708   |
| Police Tax Increment Fund .25 | \$6,430,210   |
| Debt Service                  | \$5,363,282   |
| COP Debt Service Fund         | \$2,131,842   |
| Special Assessments           | \$--          |

|                                   |                      |
|-----------------------------------|----------------------|
| Capital Improvement Projects Fund | \$27,171,847         |
| Construction Fund                 | \$--                 |
| Water Fund                        | \$58,951,168         |
| Wastewater Fund                   | \$22,182,988         |
| Golf Course Fund                  | \$6,645,823          |
| Stormwater Fund                   | \$7,169,922          |
| Food Service Fund                 | \$1,789,112          |
| Insurance Fund                    | \$2,388,300          |
| Computer Replacement Fund         | \$3,286,764          |
| Print Shop                        | \$340,661            |
| Vehicle Fund                      | \$5,499,644          |
| Building Fund                     | \$5,998,871          |
| AEDA                              | \$--                 |
| <b>Total Appropriation</b>        | <b>\$302,196,405</b> |

Section 2. This Ordinance shall take effect five days after publication following final passage.

INTRODUCED, READ, AND ORDERED PUBLISHED this 11th day of January, 2021.

PASSED, ADOPTED, AND APPROVED this 25th day of January, 2021.

\_\_\_\_\_  
Marc Williams, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

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

By: \_\_\_\_\_

Publication Dates: January 14, 2021  
January 28, 2021



# City of Arvada Final Appropriation

| Fund                              | Original Budget | Carryover<br>Ordinance | Clean Up<br>Ordinance | Final Budget   |
|-----------------------------------|-----------------|------------------------|-----------------------|----------------|
| General Fund                      | \$ 94,600,276   | \$ 2,979,660           | \$ 11,396,986         | \$ 108,976,922 |
| Conservation Trust Fund           | \$ 468,826      |                        |                       | \$ 468,826     |
| Streets Fund                      | \$ 9,926,437    | 3,439,880              | \$ 355,140            | \$ 13,721,457  |
| Community Development Fund        | \$ 1,203,002    |                        |                       | \$ 1,203,002   |
| Housing Authority Fund            | \$ 4,098,762    |                        | \$ 1,501,284          | \$ 5,600,046   |
| Parks Fund                        | \$ 10,204,022   | 120,000                |                       | \$ 10,324,022  |
| Police Seizure                    | \$ 28,988       | 749,000                |                       | \$ 777,988     |
| COP Series 2005 Debt Service      | \$ 2,131,842    |                        |                       | \$ 2,131,842   |
| Police Tax Increment Fund         | \$ 5,242,396    | 393,000                | \$ 138,312            | \$ 5,773,708   |
| Police Tax Increment Fund         | \$ 6,412,210    |                        | \$ 18,000             | \$ 6,430,210   |
| Debt Service Fund                 | \$ 5,363,282    |                        |                       | \$ 5,363,282   |
| Capital Improvement Projects Fund | \$ 10,029,674   | 12,002,081             | \$ 5,140,092          | \$ 27,171,847  |
| Special Assessments               | \$ -            |                        |                       | \$ -           |
| Construction                      | \$ -            |                        |                       | \$ -           |
| Water Fund                        | \$ 46,013,689   | 12,937,479             |                       | \$ 58,951,168  |
| Wastewater Fund                   | \$ 15,593,732   | 6,589,256              |                       | \$ 22,182,988  |
| Golf Course Fund                  | \$ 6,645,823    |                        |                       | \$ 6,645,823   |
| Stormwater Fund                   | \$ 4,281,802    | 2,752,627              | \$ 135,493            | \$ 7,169,922   |
| Food Service Fund                 | \$ 1,774,903    | 14,209                 |                       | \$ 1,789,112   |
| Insurance Fund                    | \$ 2,323,300    | 65,000                 |                       | \$ 2,388,300   |
| Computer Replacement Fund         | \$ 2,657,276    |                        | \$ 629,488            | \$ 3,286,764   |
| Print Shop                        | \$ 340,661      |                        |                       | \$ 340,661     |
| Vehicle Fund                      | \$ 4,869,855    | 441,223                | \$ 188,566            | \$ 5,499,644   |
| Building Fund                     | \$ 1,363,766    | 4,635,105              |                       | \$ 5,998,871   |
| AEDA                              | \$ -            | -                      |                       | \$ -           |
| Total                             | \$ 235,574,524  | \$ 47,118,520          | \$ 19,503,361         | \$ 302,196,405 |

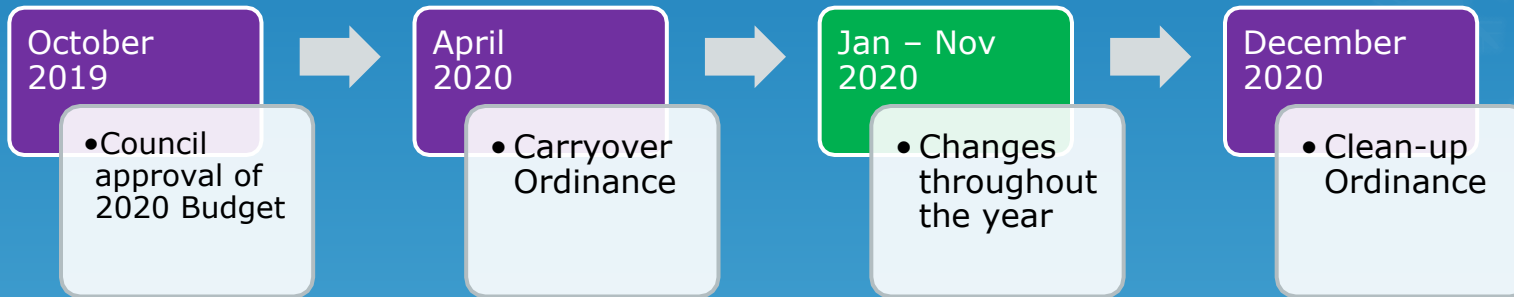
# 2020 Supplemental Appropriation



City Council  
January 4, 2021



# Annual Budget Process



Ordinances

Resolutions



| Original Budget            | \$ 235,574,524 |
|----------------------------|----------------|
| Carryover Ordinance        | 47,118,520     |
| Current Budget             | \$ 282,693,044 |
|                            |                |
| General                    | \$ 11,396,986  |
| Streets Fund               | 355,140        |
| Housing                    | 1,501,284      |
| Police Tax Increment Funds | 156,312        |
| Capital Improvement Fund   | 5,140,092      |
| Stormwater Fund            | 135,493        |
| Computer Replacement Fund  | 629,488        |
| Vehicle Fund               | 188,566        |
| Supplemental               | \$ 19,503,361  |
|                            |                |
| Final Revised Budget       | \$ 302,196,405 |





# Additional Appropriation

- All requests have equivalent revenue sources (grants, revenue over budget, etc.) to offset
- *OR*
- There are sufficient reserves to cover the expenditures



# General Fund

- \$9,454,746 in expenditures
- \$9,154,746 CARES Act grants from Jefferson and Adams Counties
- \$300,000 from fund balance reserves



# General Fund

- \$1,250,000 for the payback of loans to AURA and AEDA
- \$172,880 for the mowing contract
- \$83,769 for equipment and new lighting in City Council chambers
- \$75,000 for funding of JPPHA
- \$60,591 various operating expenditures



# Streets Fund

- \$355,140 for additional streets maintenance (funded by a transfer from CIP and fund balance reserves)



# Housing Fund

- \$1,346,636 for an increase in rent vouchers (offset by Housing grants)
- \$154,648 for Maintstream rent vouchers – vouchers for families with disabled members up to age 62 (offset by Housing grants)





# Police Tax Increment Funds

- \$138,312 for training, equipment and COVID-19 supplies (offset by various grant revenues)
- \$18,000 for overtime (offset by grant revenues)

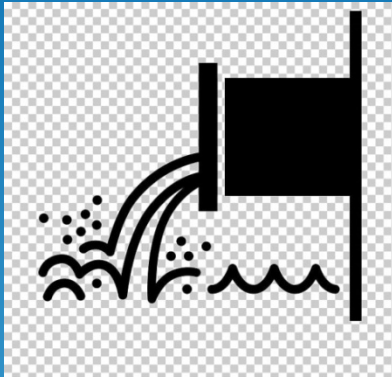


# Capital Improvement Fund

- \$1,500,000 for the second budget amendment for trail improvements at Alkire (offset by grant revenues)
- \$3,500,000 for streetscaping along Ralston Road (funded by AURA)
- \$140,092 miscellaneous issues on Ralston Road Phase 1 and Wadsworth (funded by the Water and Stormwater Funds)



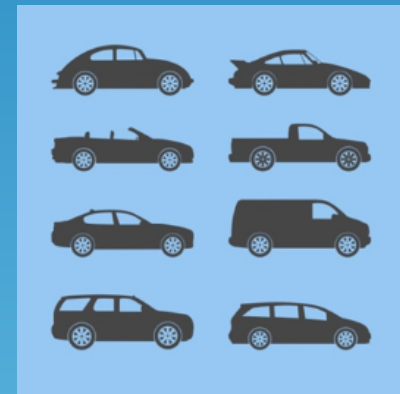
# Stormwater Fund



- \$37,099 for construction of deicer tanks (funded by a transfer from Streets)
- \$26,394 for maintenance of Church Ditch (reimbursed by JCMD)
- \$72,000 for the Lower Ralston Creek project (offset of grant revenues)

# Vehicle Fund

- \$128,699 for the first budget amendment for a heavy vehicle lift (funded by fund balance reserves)
- \$46,000 for an emergency fuel pump and oil system repair (funded by fund balance reserves)
- \$13,867 for miscellaneous items (funded by a transfer from the Golf Fund)



# Computer Replacement Fund

- \$107,500 for MARC core maintenance (1/2 reimbursed by City of Lakewood)
- \$88,000 for replacement of Oracle report writer
- \$78,500 for additional Google licenses
- \$65,884 increase for Net Motion and Mobileiron licenses to support remote access
- \$59,818 for security software
- \$55,000 for additional Windows Enterprise licenses
- \$50,200 for patch management and automation software
- \$46,071 for firewall and vulnerability management software
- \$42,000 for increased cost of Citrix licenses
- \$36,515 for additional Oracle payroll licenses
- All items funded with fund balance reserves





Any  
Questions







## **REPORT TO CITY COUNCIL PUBLIC HEARING**

**AGENDA ITEM  
10.D.**

TO: THE HONORABLE CITY COUNCIL

DATE: January 25, 2021

SUBJECT: CB21-005 An Ordinance Amending and Adding Certain Sections of Chapter 70, Personnel Rules, of the Arvada City Code (Ordinance No. 4752)

### **Report in Brief**

Human Resources and City Attorney team members are recommending updates to the City of Arvada's Code of Ordinances, Chapter 70 - Personnel Rules in order to comply with new employment legislation passed by the state of Colorado that will become effective January 1, 2021. They are: The Equal Pay for Equal Work Act and the Healthy Families and Workplaces Act.

These new laws will require changes to the following sections of Articles II, III, IV, V and VI of Chapter 70, which define how the City administers job postings, hiring, compensation and paid leave.

#### Article II - Employment

Sec. 70-34. Job Vacancy

Sec. 70.37. Promotions and transfers

Sec. 70-38. Voluntary reassignment

Sec. 70-39. Re-employment

#### Article III - Employee Compensation

Sec. 70.50.2. Classification System

Sec. 70.50.3 Regrades and Reclassifications

Sec. 70-53. Appointment rate

Sec. 70-59. Pay rates upon transfer, promotion, demotion or voluntary reassignment

Sec. 70-60. Pay rates upon reclassification or regrading

Sec. 70-61. Pay rates for temporary assignments

#### Article IV - Attendance and Leave

Sec. 70-105. Sick Leave

Addition of a new section: Sec. 70-105.5. Additional Paid Sick Leave During a Public Health Emergency

Sec. 70-119. Sabbatical Leave

#### Article V - Employee Responsibilities

Sec. 70-143. Employee Conduct

Sec. 70-144. Discipline/Discharge

#### Article VI - Employer-Employee Relations

Sec. 70-168.1 Internal Complaint Procedure

Sec. 70-169. Pre-disciplinary Administrative Meeting  
Sec. 70-170. Administrative Review

The changes are necessary for compliance with the new legislation.

The Arvada team recommends that the City Council approve CB21-005, An Ordinance Amending and Adding Certain Sections of Chapter 70, Personnel Rules, of the Arvada City Code.

### **Financial Impact**

Financial impacts from efforts related to the Equal Pay for Equal Work Act are expected to be minimal in 2021. Financial impacts resulting from job reclassifications for equity will be presented as part of the 2022 budget and pay plan update.

The financial impact of the Healthy Families and Workplaces act is estimated at \$90,000 per year. This cost is a conservative estimate based on 2019 experience and assumes that all non-benefited employees would use 100% of their accrued sick leave. The Funds that will be affected the most are the Parks, Golf and Utilities Funds. The budgets of these specific funds have been adjusted to account for these potential increased costs.

### **Background**

**SB19-085 Equal Pay for Equal Work Act** was passed in 2019 and takes effect on January 1, 2021. The law intends to close the pay gap in Colorado and ensure that employees with similar job duties are paid the same wage rate regardless of sex, or sex plus another protected status.

The Act prohibits an employer from paying one employee a wage rate less than the rate paid to an employee of a different sex for substantially similar work. Substantially similar work is determined without regard to job title and based on a composite of skill, effort, and responsibility. Shift work may also be considered.

The act allows exceptions to the prohibition against a wage differential based on sex if the employer demonstrates that a wage differential is not based on wage rate history and is based upon one or more of the following factors, so long as the employer applies the factors reasonably and they account for the entire wage rate differential:

- A seniority system;
- A merit system;
- A system that measures earnings by quantity or quality of production;
- The geographic location where the work is performed;
- Education, training, or experience to the extent that they are reasonably related to the work in question; or
- Travel, if the travel is a regular and necessary condition of the work performed.

The act prohibits an employer from:

- Seeking the wage rate history of a prospective employee or requiring disclosure of wage rate as a condition of employment;
- Relying on a prior wage rate to determine a wage rate;
- Discriminating or retaliating against a prospective employee for failing to disclose the employee's wage rate history;
- Discharging or retaliating against an employee for actions by an employee asserting the rights established by the act against an employer; or
- Discharging, disciplining, discriminating against, or otherwise interfering with an employee for inquiring about, disclosing, or discussing the employee's wage rate.

The act requires an employer to announce to all employees employment advancement opportunities and job openings and the

pay range for the openings. Actions against an employer concerning transparency in pay and employment opportunities can include fines of between \$500 and \$10,000 per violation.

Employers are also required to maintain records of job descriptions and wage rate history for each employee while employed and for two years after the employment ends.

**SB20-205 Healthy Families and Workplaces Act** was passed in 2020. Parts of the Act took effect immediately, and others will take effect on January 1, 2021 for Colorado employers with 16 or more employees.

On the effective date of the act through December 31, 2020, all employers in the state, regardless of size, are required to provide each of their employees paid sick leave for reasons related to the COVID-19 pandemic in the amounts and for the purposes specified in the federal "Emergency Paid Sick Leave Act" in the "Families First Coronavirus Response Act".

Starting January 1, 2021, for employers with 16 or more employees, and starting January 1, 2022, for all employers, the act requires employers to provide paid sick leave to their employees, accrued at one hour of paid sick leave for every 30 hours worked, up to a maximum of 48 hours per year.

An employee begins accruing paid sick leave when the employee's employment begins, may use paid sick leave as it is accrued, and may carry forward and use in subsequent calendar years up to 48 hours of paid sick leave that is not used in the year in which it is accrued. An employer is not required to allow the employee to use more than 48 hours of paid sick leave in a year.

Employees may use accrued paid sick leave to be absent from work for the following purposes:

- The employee has a mental or physical illness, injury, or health condition; needs a medical diagnosis, care, or treatment related to such illness, injury, or condition; or needs to obtain preventive medical care;
- The employee needs to care for a family member who has a mental or physical illness, injury, or health condition; needs a medical diagnosis, care, or treatment related to such illness, injury, or condition; or needs to obtain preventive medical care;
- The employee or family member has been the victim of domestic abuse, sexual assault, or harassment and needs to be absent from work for purposes related to such crime; or
- A public official has ordered the closure of the school or place of care of the employee's child or of the employee's place of business due to a public health emergency, necessitating the employee's absence from work.

In addition to the paid sick leave accrued by an employee, the act requires an employer, regardless of size, to provide its employees an additional amount of paid sick leave during a public health emergency in an amount based on the number of hours the employee works.

The act prohibits an employer from retaliating against an employee who uses the employee's paid sick leave or otherwise exercises the employee's rights under the act. Employers are required to notify employees of their rights under the act by providing employees with a written notice of their rights and displaying a poster, developed by the division of labor standards and statistics (division) in the department of labor and employment (department), detailing employees' rights under the act.

The director of the division will implement and enforce the act and adopt rules necessary for such purposes. An employer found in violation of the act is liable to the employee for back pay and other equitable damages.

The act treats an employee's information about the employee's or a family member's health condition or domestic abuse, sexual assault, or harassment case as confidential and prohibits an employer from disclosing such information or requiring the employee to disclose such information as a condition of using paid sick leave.

## **Discussion**

Arvada team members have updated the City's Code of Ordinances Chapter 70-Personnel Rules to comply with the requirements of these two acts as follows:

Article I - Employment

- 70-34 Job vacancy and posting
- 70-37 Promotions and Transfers
  - Updated with language that requires all vacancies and promotional opportunities to be posted internally.
  - Removes language allowing an appointing authority to rehire without posting the position
  - Removes language allowing for a temporary employee to be appointed to a full-time position without posting the position.
  - Adds language to clarify that a reclassification of a position that is filled is not considered a vacant or promotional opportunity that has to be posted.
  - Removes language referencing a step reduction in pay as a form of discipline.
- 70-38 Voluntary Reassignments
  - Updated with language that explains the employee's new salary will be based on an assessment of the employee's qualifications, including relevant education, training and experience as compared to others in similar positions.
- 70-39 Re-employment
  - Updated to remove language that an appointing authority may rehire an employee within 3 months without posting the position.

Article II - Employee Compensation

- Sec. 70-50.2 Classification system
  - Updated to introduce an internal equity evaluation component to the way we grade and classify jobs so that substantially similar work is graded and paid equitably.
- Sec. 70-50.3 Regrades and Reclassifications
  - Updated to remove language regarding regrades as these will no longer be applicable
  - Added internal value language to definition of reclassifications.
- 70-53 Appointment rate
  - Updated to allow for making fair and equitable job offers based on a candidate's relevant education, training and experience as compared to others in similar positions.
- 70-59 Pay rates upon transfer, promotion, demotion or voluntary reassignment
- 70-60 Pay rates upon reclassification or regrading
- 70-61 Pay rates for temporary acting assignments
  - Updated to replace language that refers to using prior wage to determine new salary offer with language that refers to basing the employee's new salary on an assessment of the employee's qualifications, including relevant education, training and experience as compared to others in similar positions.

Article IV - Attendance and Leave

- 70.105. Sick Leave
  - c - Updated with language that defines the sick leave accrual rates for employees who do not meet the definition of regular or probationary fulltime and part time employees (i.e. health plan eligible, variable hour, seasonal).
  - d. - Adds language about reinstating up to 48 hours of sick leave upon rehire within 6 months of separation.
  - e. - adds additional reasons for which sick leave can be used in accordance with the act.
  - f.,g.,h.,and i. - Updated with language related to how an employee requests sick leave and documentation of sick leave.



- j. - defines family members as required by the Act.
- 70.105.5 Additional Paid Sick Leave During Public Health Emergency
  - Introduces language regarding the use of sick leave for a declared public health emergency.

Article V - Employee Responsibilities

- Sec. 70-143. Employee Conduct
- Sec. 70-144. Discipline/Discharge
  - Removes reference to step reduction in pay as a form of discipline.

Article VI - Employer-Employee Relations

- Sec. 70-168. Internal Complaint Procedure
- Sec. 70-169. Pre-disciplinary Administrative Meeting
- Sec. 70-170. Administrative Review
  - Removes reference to step reduction in pay as a form of discipline.

A complete red lined version of these sections is included as an attachment.

**Public Contact**

Posting of the City Council agenda.

**Commission Recommendation**

NA

**Strategic Alignment**

These changes are regulatory in nature and are required to comply with state of Colorado law. City and departmental policy documents and the City's Total Compensation Philosophy will also be updated to comply with the new law. Therefore, the changes as described herein align with the Organizational and Service Effectiveness 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 CB1-005, An Ordinance Amending and Adding Certain Sections of Chapter 70, Personnel Rules, of the Arvada City Code.

**Suggested Motion:**

I move that CB21-005, An Ordinance Amending and Adding Certain Sections of Chapter 70, Personnel Rules, of the Arvada City Code, be (approved on final reading, numbered 4752 and ordered published by title only) (rejected).

Prepared by:

Toni Riebschlager, Law Office Administrator

Reviewed by:

Gail Walker, Legal Specialist-Contracts 1/7/2021

Approved by:

|                                                      |           |
|------------------------------------------------------|-----------|
| Gabriella Bommer, Deputy Director of Human Resources | 1/6/2021  |
| Linda Haley, Director of Human Resources             | 1/6/2021  |
| Bryan Archer, Director of Finance                    | 1/6/2021  |
| Rachel Morris, City Attorney                         | 1/13/2021 |
| Lorie Gillis, Deputy City Manager                    | 1/13/2021 |
| Mark Deven, City Manager                             | 1/14/2021 |

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. CB21-005  
ORDINANCE NO. 4752

AN ORDINANCE AMENDING AND ADDING CERTAIN SECTIONS OF CHAPTER 70,  
PERSONNEL RULES, OF THE ARVADA CITY CODE

WHEREAS, the State of Colorado has enacted the Equal Pay for Equal Work Act to ensure that employees with similar job duties are paid the same wage rate regardless of sex, or sex plus another protected status; and

WHEREAS, the State of Colorado has enacted the Healthy Families and Healthy Workplaces Act to provide employees in the State with paid sick leave under the requirements of the Act; and

WHEREAS, the City of Arvada seeks to revise its Code to comply with the provisions of the Equal Pay for Equal Work Act and the Healthy Families and Healthy Workplaces Act.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

Section 1. Section 70-34, Job vacancy, of Article II, Employment, of Chapter 70, Personnel Rules, of the Arvada City Code, is hereby retitled and amended in its entirety to read as follows:

**“Sec. 70-34. Job vacancy and posting.**

- (a) The appointing authority or designee thereof will submit a personnel requisition to the human resources department for approval to post a vacant position.
- (b) The city will make reasonable efforts to post all vacant positions and vacant promotional opportunities for a minimum of five business days, unless there is a business reason as approved by human resources, such as an unexpired eligibility list or there are qualified candidates from a recent interview process. Vacant positions may be posted for “internal applicants only” if a qualified pool of current employees has been identified by the hiring supervisor and human resources. The appointing authority may consider internal candidates who don’t meet the minimum qualifications for a position based on past performance and demonstration of aptitude to perform at a proficient level. If selected, the internal candidate must meet the minimum requirements within a stated period of time.
- (c) An appointing authority may assign an employee to any division within their department, provided the assignment is in the same pay grade.
- (d) Vacant positions may be advertised by posting an announcement. The announcement will specify the title, salary range, benefits, duties of the position, minimum qualifications; the time, place, and manner of making an application; the closing date for receiving applications; and any other pertinent information.

- (e) Reclassification of positions that are filled are not considered promotional opportunities for the purpose of job posting.”

Section 2. Subsection (b) of section Sec. 70-37, Promotions and transfers, of Article II, Employment, of Chapter 70, Personnel Rules, of the Arvada City Code, is hereby amended in its entirety to read as follows:

**“Sec. 70-37. Promotions and transfers.**

....

- (b) An employee must be in good standing to be considered for a promotion or transfer. Being in good standing means that the employee must have an overall positive performance appraisal from the prior year and have no disciplinary actions in their official personnel file. For purposes of this subsection, “disciplinary action” means the employee has received a disciplinary suspension without pay, a disciplinary fine, or a demotion in the 12 months prior to the posting of the position. An employee who has received a reprimand in the 12 months prior to the posting may be considered for a promotion or a transfer if the employee has successfully completed the performance plan associated with the reprimand before being considered for the promotion or transfer.

....”

All other provisions of section 70-37 shall remain unchanged.

Section 3. Section 70-38, Voluntary reassignment, of Article, II, Employment, of Chapter 70, Personnel Rules, of the Arvada City Code, is hereby amended in its entirety to read as follows:

**“Sec. 70-38. Voluntary reassignment.**

- (a) When an employee applies for a position which is at a lower grade, such application will be considered a request for a voluntary reassignment.
- (b) The employee’s pay rate for the new position will be determined based on an assessment of the employee’s education, training and experience as compared to others in similar positions.
- (c) The employee will serve a probationary period in the new position. The date of reassignment will become the new evaluation date for purposes of a probationary performance evaluation.
- (d) Employees who move to a lower grade through a voluntary reassignment will have a one-time option to cash in their vacation leave and compensatory time (for non-exempt employees) at the higher rate of pay. Those who were hired prior to December 31, 1979, are also eligible to cash in their eligible sick accruals not to exceed 480 hours. The employee may cash in all or a portion. This decision must be made before the first day of employment at the new grade.



(e) At termination any accruals eligible for payout will be calculated at the employee's then current rate of pay.

(f) Upon a voluntary reassignment to a non-exempt position, exempt employees will not be paid for accrued compensatory time, nor will such time transfer to the new position. Benefits will transition to the plan of the new position effective on the first day of the transfer. Leave will begin accruing at the new rate on the first day of the transfer as provided in Article IV, Attendance and Leave, of this chapter. The employee will not lose service years counted towards vacation accrual or retirement vesting or years of service."

Section 4. Section 70-39, Re-employment, of Article II, Employment, of Chapter 70, Personnel Rules, of the Arvada City Code, is hereby amended in its entirety to read as follows:

**"Sec. 70-39. Re-employment.**

An employee who is rehired at the city within 12 calendar months of voluntarily resigning may retain all leave accrual rates and compensation if reappointed to the same position as they left. An employee who is rehired to a different position than the one they left within 12 calendar months of voluntarily resigning will only retain their leave accrual rate. They will be paid in the same manner as a new employee. Vesting in pension plan(s) upon rehire will be based upon the provisions of the appropriate pension plan document. Rehired employees in either situation will be treated in the same manner as a new employee for all other purposes. Employees who were involuntarily separated from the city for violations of city policies or procedures or resigned in lieu of termination shall not be considered for rehire."

Section 5. Section 70-50.2, Classification system, of Article III, Employee Compensation, of Chapter 70, Personnel Rules, of the Arvada City Code, is hereby amended in its entirety to read as follows:

**"Sec. 70-50.2. Classification system.**

(a) The city will implement a job evaluation process that will create and maintain a framework to allow an equitable and cost-effective salary structure, called a classification system. The classification system is created when city positions are grouped together in pay grades in a pay plan. Pay grades are determined by analyzing the duties, skill, effort and responsibilities of positions and sorting them into pay grades that best correlate with the city's comparison market for positions with similar duties, skill, effort and responsibilities. A pay grade is a range of pay that represents the market value range for the positions in the grade. The minimum rate means the bottom of the pay grade and the maximum rate means the top of the pay grade.

(b) As part of the job evaluation process, a new or updated job description approved by the appointing authority, must be submitted to human resources before any addition or change can be made to the classification system or pay plan. The job description is a formalized statement summarizing the essential duties and responsibilities, and required

qualifications to perform a job.

(c) Human resources will consult with the appointing authority or designee to review internally equitable positions and relevant published salary survey data for a similar job or jobs that reflect similar duties and responsibilities. Upon completion of the evaluation, human resources will determine the appropriate pay grade for a position.”

Section 6. Section 70-50.3, Regrades and reclassifications, of Article III, Employee Compensation, of Chapter 70, Personnel Rules, of the Arvada City Code, is hereby retitled and amended in its entirety to read as follows:

**“Sec. 70-50.3. Reclassifications.**

(a) Each fiscal year human resources will monitor the market for changes using published surveys to ensure the city remains competitive in total compensation. When appropriate, changes may be made to the classification system and pay plan. The city manager will submit recommendations for changes to the city council for review and approval.

(b) A position may be reclassified if there are significant changes in the duties and responsibilities of the position and such duties change the position’s internal and market value.

(c) The job evaluation is performed for all new or reclassified positions.”

Section 7. Section 70-53, Appointment rate, of Article III, Employee Compensation, of Chapter 70, Personnel Rules, of the Arvada City Code, is hereby amended in its entirety to read as follows:

**“Sec. 70-53. Appointment rate.**

(a) The appointment rate will be determined based on an evaluation of an applicant’s qualifications, including relevant education, training and experience as compared to others in similar positions. Appointment rates above the middle of the pay grade may be paid with approval of the city manager or designee thereof. No position will be paid above the assigned salary grade maximum.

(b) An employee who is rehired at the city within 12 calendar months of voluntarily resigning may retain all leave accrual rates and compensation if reappointed to the same position as they left. An employee who is rehired within 12 calendar months of voluntary resigning will only retain their leave accrual rate if appointed to a different position than the one they left. They will be paid in the same manner as a new employee. Vesting in a pension plan upon rehire will be based upon the provisions of the appropriate pension plan document.”

Section 8. Section 70-59, Pay rates upon transfer, promotion, demotion or voluntary reassignment, of Article III, Employee Compensation, of Chapter 70, Personnel Rules, of the Arvada City Code, is hereby amended in its entirety to read as follows:.

**“Sec. 70-59. Pay rates upon transfer, promotion, demotion or voluntary reassignment.**

(a) If an employee is transferred, promoted, demoted, or voluntarily reassigned, the rate of pay for the employee in the new position will be as follows:

(1) *Transfer* between positions within the same pay grade, there will be no change in the rate of pay. If an employee is due to be considered for a pay increase within close proximity of the transfer date, consideration may be given for a pay increase at time of transfer based on performance. The employee will serve a probationary period in the new position.

(2) *Promotion* is defined as appointment of an employee to a job in a pay grade with a higher maximum rate and additional authority or responsibility. The employee will be placed into the new grade based on an assessment of the employee's qualifications, including relevant education, training and experience as compared to others in similar positions. This increase will not be less than the minimum rate or more than the maximum rate for the new grade. The employee will serve a probationary period in the new position.

(3) *Demotion* is defined as an involuntary assignment of an employee to a job in a pay grade with a lower maximum rate and less authority or responsibility as a result of performance, disciplinary action, re-organization, or re-engineering. The employee's rate of pay will be reduced to not less than the minimum rate of the new grade and not to exceed the maximum rate for the position as determined to be appropriate by the appointing authority. The employee will serve a probationary period in the new position.

(4) *Voluntary reassignment* is defined as a voluntary acceptance of a position in a different classification in a pay grade with a lower maximum rate. The employee will be placed into the new grade based on an assessment of the employee's qualifications, including relevant education, training and experience as compared to others in similar positions. The employee's pay rate will not be less than the minimum or greater than the maximum of the new grade. The employee will serve a probationary period in the new position.”

Section 9. Section 70-60, Pay rates upon reclassification or regrading, of Article III, Employee Compensation, of Chapter 70, Personnel Rules, of the Arvada City Code, is hereby retitled and amended in its entirety to read as follows:

**“Sec. 70-60. Pay rates upon reclassification.**

(a) All reclassifications will be submitted by the city manager to the city council for

adoption with the annual budget and may result in an increase or decrease in grade and pay.

(b) A reclassification of a position may occur if there is a significant change in the duties and responsibilities of the position and such duties change the position's internal and market value. Requests for a reclassification study may be made to human resources by an employee's appointing authority in a format approved by human resources. The employee will be placed into the new grade based on an assessment of the employee's qualifications, including relevant education, training and experience as compared to others in similar positions. This new pay amount will not be less than the minimum rate or more than the maximum rate for the new grade.

(c) A reclassification of a position does not change an employee's evaluation date."

Section 10. Section 70-61, Pay rates for temporary assignments, of Article III, Employee Compensation, of Chapter 70, Personnel Rules, of the Arvada City Code, is hereby retitled and amended in its entirety to read as follows:

**"Sec. 70-61. Pay rates for temporary acting assignments.**

(a) An employee may be temporarily assigned in an acting or interim capacity to a position in a higher pay grade than the position the employee normally occupies. If the employee assumes all authority and responsibility for the new position and the assignment exceeds three calendar weeks, the employee will be granted a temporary increase to the step in the new grade based on an assessment of the employee's qualifications, including relevant education, training and experience as compared to others in similar positions. This increase cannot be less than the minimum or greater than the maximum rate of the pay grade of the position they are filling. Temporary assignment pay will be paid for the full period of the temporary assignment, retroactive to the first day.

(b) If an employee is serving in a temporary assignment and the employee is due to be considered for a pay increase based on their performance in the position they normally occupy, the employee may be considered for a pay increase upon their return to the normal position and the pay increase will be issued retroactive to the date it was originally due.

(c) If a temporary acting assignment exceeds a period of 12 months, the employee may be considered for a pay increase upon completion of 12 months in the temporary acting assignment, or at a time designated by the city manager as the annual salary review date.

(d) Notification of acting status and requests for pay increases during a temporary assignment must be made by memorandum from the appointing authority to the director of human resources."

Section 11. Section 70-105, Sick leave, of Article IV, Attendance and Leave, of Chapter 70, Personnel Rules, of the Arvada City Code, is hereby amended in its entirety to read as follows:

**“Sec. 70-105. Sick leave.**

- (a) Regular or probationary full-time employees hired or re-hired on or after January 1, 2012, accrue 3.69 hours of sick leave per pay period up to a maximum of 1,040 hours per calendar year. Upon reaching the maximum accrual, employees hired or re-hired on or after January 1, 2012 shall accrue no further sick leave until the maximum accrual is reduced through authorized usage below 1,040 hours. When accrual is reduced below the maximum accrual provided herein, the affected employee may then accrue sick leave to the maximum accrual. Regular and probationary part-time employees accrue leave on a pro rata basis according to the number of hours for which the employee is scheduled. For regular and probationary part-time employees, such maximums are determined on a pro rata basis, as determined by the part-time employee's work schedule. If a regular or probationary employee's scheduled hours are reduced resulting in a lower maximum (for example, from full-time to 50 percent part-time), the employee's accrued hours will be retained but no additional hours will be accrued until such a time the employee's balance falls below the new maximum.
- (b) Regular or probationary full-time employees hired or re-hired prior to January 1, 2012 accrue 3.69 hours of sick leave per pay period and shall not be subject to the limitation on sick leave accrual described in subparagraph (a) of this section. Regular and probationary part-time employees accrue leave on a pro rata basis according to the number of hours for which they are scheduled.
- (c) Employees who do not meet the definition of regular or probationary part time or full time employees, will accrue one hour of paid sick leave for every thirty hours worked by the employee, earning up to a maximum of 48 hours of sick leave per calendar year. Unused sick leave hours may be carried over to the following calendar year. Upon reaching the maximum accrual of 48 hours, employees who do not meet the definition of regular or probationary part time or full time employees will not accrue further sick leave until the maximum accrual is reduced through authorized usage below 48 hours. When accrual is reduced below the maximum accrual of 48 hours, the affected employee may then accrue sick leave to the maximum accrual. Under no circumstances shall the employee accrue or use more than 48 hours of sick leave in any one calendar year.
- (d) If an employee separates from employment with the city and is rehired by the city within 6 months, the city will reinstate up to 48 hours of sick leave which the employee had accrued but not used prior to the employee's separation of employment.
- (e) Sick leave is granted to an employee by approval of the employee's immediate supervisor when the employee is unable to perform the employee's job duties because the employee:



- (1) Has a mental or physical illness, injury, or health condition that prevents the employee from working; or
- (2) Needs to obtain a medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or
- (3) The employee needs to care for a family member who:
  - (i) Has a mental or physical illness, injury, or health condition; or
  - (ii) Needs to obtain a medical diagnosis, care, or treatment or a mental or physical illness, injury, or health condition; or
- (4) Needs to obtain preventative medical care; or
- (5) The employee or the employee's family member has been the victim of domestic violence, sexual assault, or harassment and the use of the leave is to:
  - (i) Seek medical attention for the employee or the employee's family member to recover from a mental or physical illness, injury, or health condition caused by the domestic abuse, sexual assault, or harassment;
  - (ii) Obtain services from a victim services organization;
  - (iii) Obtain medical care or other counseling;
  - (iv) Seek relocation due to the domestic abuse, sexual assault, or harassment; or
  - (v) Seek legal services, including preparation for or participation in a civil or criminal proceeding relating to or resulting from the domestic abuse, sexual assault, or harassment; or
- (6) Due to a public health emergency, a public official has ordered closure of:
  - (i) The employee's place of business; or
  - (ii) The school or place of care of the employee's child and the employee needs to be absent from work to care for the employee's child.
- (f) Prior to the beginning of the workday, an employee must request, orally, in writing, or electronically, to use paid sick leave, notifying their immediate supervisor each day the employee seeks to use paid sick leave.
- (g) With the exception of sick leave taken due to a public health emergency closure or leave related to the preparation for or participation in a civil or criminal proceeding

relating to or resulting from the domestic abuse, sexual assault, or harassment, the city may request that an employee provide a physician's statement regarding the employee's use of paid sick leave if:

- (1) The paid sick leave consists of four or more consecutive work days; or
  - (2) If the employee has used 48 hours or more of paid sick leave during the calendar year.
- (h) Any physician's statement requested pursuant to the requirements of this section should include:
- (1) The probable duration of sick leave;
  - (2) The prognosis of the employee's fitness to return to work; or
  - (3) The earliest date for return to limited duty and a list of limitations, if any.
- (i) Upon the start of fifth consecutive day or the 49th work hour of paid sick leave usage, the employee shall contact the human resources department to determine whether the employee's use of sick leave is covered by the Family and Medical Leave Act. For extended illness, the employee may be eligible for long term disability coverage. The employee should contact the human resources department for more information.
- (j) For purposes of this section, "family member" is defined as:
- (1) A person who is related by blood, marriage, or civil union, or adoption;
  - (2) A child to whom the employee stands in loco parentis or a person who stood in loco parentis to the employee when the employee was a minor; or
  - (3) A person for whom the employee is responsible for providing or arranging health- or safety-related care."

Section 12. Section 70-105.5, Additional paid sick leave during a public health emergency, of Article IV, Attendance and Leave, of Chapter 70, Personnel Rules, of the Arvada City Code, is hereby enacted to read as follows:

**"Sec. 70-105.5. Additional paid sick leave during a public health emergency.**

- (a) If a public health emergency is declared, the city will supplement an employee's paid sick leave as necessary so as to ensure that each full time employee has at least 80 hours of paid sick leave. The amount by which an employee's paid sick leave shall be supplemented by the city is calculated by subtracting the amount of accrued, unused paid sick leave available to the employee on the date the public health emergency is declared from 80 hours. In no event shall an employee have paid sick leave hours deducted if the

employee has in excess of 80 hours of paid sick leave available on the date an emergency is declared.

(b) If a public health emergency is declared, the city will supplement an employee's paid sick leave as necessary so as to ensure that employees who are not considered full time employees have available paid sick leave which is equal to the greater of either the amount of time the employee is scheduled to work in a fourteen day period or the amount of time the employee actually works on average in a fourteen day period.

(c) An employee may take paid sick leave related to a public health emergency for the following purposes:

(1) The employee needs to self-isolate and care for oneself because the employee is diagnosed with, is experiencing symptoms of, or seeking preventive care concerning a communicable illness that is the cause of a public health emergency; or

(2) The employee needs to self-isolate and care for a family member because the family member is diagnosed with, is experiencing symptoms of, or is seeking preventative care concerning a communicable illness that is the cause of the public health emergency.

(d) The term "family member" is defined for purposes of this section in the same manner as the term is defined in section 70-105(j) of the Arvada City Code.

(e) The employee shall notify the employee's immediate supervisor of the need for sick leave under this section as soon as practicable.

(f) Documentation is not required to take paid sick leave under this section.

(g) An employee may use paid sick leave under this section until four weeks after the official termination or suspension of the public health emergency.

(h) For purposes of this section, "public health emergency" is defined as an act of bioterrorism, a pandemic influenza, or an epidemic caused by a novel and highly fatal infectious agent for which:

(1) An emergency is declared by a federal, state, or local public health agency;

(2) A disaster emergency is declared by the governor; or

(3) A highly infectious illness or agent with epidemic or pandemic potential for which a disaster emergency is declared by the governor."

Section 13. Section 70-119, Sabbatical leave, of Article IV, Attendance and Leave, of Chapter 70, Personnel Rules, of the Arvada City Code, is hereby amended in its entirety to read as follows:

**“Sec. 70-119. Sabbatical leave.**

A regular employee who has worked for the city for a minimum of seven years and is considered to be in good standing shall have the opportunity to take up to three months of time for the purpose of rejuvenation or the pursuit of a personal objective or aspiration. Being in good standing means the employee must have an overall positive performance appraisal from the prior year and no disciplinary actions in their official personnel file. For purposes of this section, “disciplinary action” means the employee has received a disciplinary suspension without pay, disciplinary fine, or a demotion in the 12 months prior to the start of the sabbatical leave. An employee who has received a reprimand in the 12 months prior to the posting may be required to successfully complete the performance plan associated with the reprimand before being considered for the sabbatical leave. An employee may take sabbatical leave only once every seven years. The city manager may establish administrative procedures for the administration of this benefit.”

Section 14. Subsection (c) of section Sec. 70-143, Employee conduct, of Article V, Employee Responsibilities, of Chapter 70, Personnel Rules, of the Arvada City Code, is hereby amended in its entirety to read as follows:

**“Sec. 70-143. Employee conduct.**

. . . .

(c) A supervisor may reprimand a regular employee for cause. An appointing authority or designee thereof may discipline a regular employee for cause. Such discipline may include reprimand, suspension without pay, disciplinary fine, demotion, or dismissal. Examples of performance or conduct that may warrant disciplinary action are presented in the list below. This list is not considered all-inclusive as the city cannot anticipate all behaviors of an employee. Other actions that have a negative impact on an employee's performance or the effective functioning of the city may result in disciplinary action. Individual departments may also have specific rules, regulations, or policies that describe performance or conduct. The violation of any departmental rule, regulation, or policy may also warrant disciplinary action.

- (1) Any false statement made on an application for employment or any other form or application submitted to or required by the city, or omission of information that might affect the applicant or employee unfavorably.
- (2) Conduct detrimental to customer service or city operation.
- (3) Theft or misuse of city money or property.

- (4) Violation of any national, state, or local law when the misconduct would interfere with an employee's performance of his/her job or undermine public trust in the integrity of the city. The city may consider such conduct a violation of its rules and/or procedures regardless of a conviction.
- (5) Misusing, destroying, or damaging any city property or property of another employee or customer.
- (6) Abusive treatment and/or disrespect of any person including, but not limited to, physical or verbal confrontations, insults, or derogatory comments based on race, religion, gender, sexual orientation, ethnicity, and/or disability.
- (7) Unauthorized possession of weapons or explosives on city premises or utilization of any object as a weapon.
- (8) Insubordination, failure, or refusal to comply with directives, orders, or assignments.
- (9) Falsification, destruction, or unauthorized use of city records, reports, or other data or information belonging to the city.
- (10) Being untruthful, misleading, or uncooperative during an administrative investigation or about any job related matter.
- (11) Mishandling or unauthorized disclosures of confidential city information.
- (12) Immoral conduct or indecency, vulgar, threatening, insulting, or abusive language while on the job, including excessive gossiping or spreading rumors.
- (13) Incompetence, inattention to duties, horseplay, wastefulness, or sleeping while on the job.
- (14) Possession, purchase, manufacture, dispensing, use, sale, or being under the influence of controlled substances or alcohol while on the job when not medically required or when it is a requirement of the job.
- (15) Violating a safety rule or safety practice, or creating or contributing to unsafe working conditions.
- (16) Failure to report violations of safety policies, procedures, or reporting requirements.
- (17) Failure to properly use or enforce the use of safety gear, clothing, or equipment.
- (18) Engaging in personal business or outside employment while on the job.



- (19) Attempting to influence an employment decision for the benefit of a member of the employee's immediate family. Immediate family means his/her spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, cousin, (including natural, step, adopted, foster, or in-law relationship). This also includes a person who the employee identifies as his/her significant other or domestic partner whose primary residence or place of primary abode is the same as the employee.
- (20) Having an undisclosed financial interest, direct or indirect, in any contract with the city, or having an undisclosed financial interest, directly or indirectly, in the sale of any land, materials, supplies, or services to the city.
- (21) Engaging in any business, activity, or transaction in which an employee has a substantial financial or personal interest, direct or indirect, that might reasonably be expected to interfere with the ability of the employee to perform his/her duties.
- (22) Seeking nomination or election to city council.
- (23) Engaging in federal, state, county, or local political campaign during an employee's working hours.
- (24) Using his/her employment, position, badges, or credentials for preferential treatment, commercial or personal gain, or in any other manner not authorized by the city. Allowing any individual unauthorized access to or use of a city badge, insignia or credential.
- (25) Using city vehicles, equipment, or property for unauthorized personal use.
- (26) Unauthorized absence from work and failure of employee to communicate with supervisor before that working shift. Guidelines for reporting may be established by each department.
- (27) Excessive absences and/or excessive tardiness as determined by the employee's appointing authority and/or failure to work or report to supervisor for two consecutively scheduled days.
- (28) Engaging in any activity that interferes with an employee's or any other employee's performance on the job.
- (29) Failure to report any violations of ordinances, statutes, charter, personnel policies, administrative regulations, or department rules by any city employee or failure to report a conviction or plea to a misdemeanor or felony.
- (30) Inability to perform job duties and/or substandard performance of assigned duties.

(31) Failure to maintain an appropriate personal appearance as established by City or departmental policy. Failure to maintain appropriate personal hygiene.

(32) Violation of any departmental or city rule, regulation, policy, or procedure.

(33) Failure to obtain or maintain a required certification, license, or training as a condition of employment.

(34) Allowing unauthorized access of individuals to restricted areas of city facilities, materials, and/or equipment.

(35) Any other action by an employee which in the opinion of management warrants discipline or discharge and which a reasonable person would expect to result in disciplinary action either because it affects the employee's performance, the effectiveness of the city, including other employees, or undermines public trust in the integrity of the government.

....”

All other provisions of section 70-143 shall remain unchanged.

Section 15. Subsection (g) of section Sec. 70-144, Discipline/discharge, of Article V, Employee Responsibilities, of Chapter 70, Personnel Rules, of the Arvada City Code, is hereby repealed and designated as “Reserved.”

**“Sec. 70-144. Discipline/discharge.**

....

(g) Reserved.

....”

All other provisions of section 70-144 shall remain unchanged.

Section 16. Subsection (a) of section Sec. 70-168.1, Complaint resolution process, of Article VI, Employer-Employee Relations, of Chapter 70, Personnel Rules, of the Arvada City Code, is hereby amended in its entirety to read as follows:

**“Sec. 70-168.1. Complaint resolution process.**

(a) In situations where an employee has a complaint regarding a specific incident arising from a working condition or practice, a decision made pursuant to a department or city policy, a reprimand that does not involve a suspension without pay, disciplinary fine, demotion, or performance appraisal concerns, and wishes to formally complain, then, the employee must follow the city's complaint resolution process as listed:

*Step 1.* The employee should first attempt to resolve the issue(s) by discussing it with their immediate supervisor within ten calendar days of the event at issue.

*Step 2.* If the situation is not resolved within ten calendar days from the time the complaint is discussed with the employee's immediate supervisor, barring extenuating circumstances, it should be brought to the attention of the next level supervisor with written documentation. That supervisor has ten calendar days to respond to the employee in writing.

*Step 3.* This process may be repeated with each higher level of management including the department director. This is the final step for performance appraisal concerns or a concern involving a reprimand that does not involve a suspension without pay, disciplinary fine, or demotion. For performance appraisal concerns or a concern involving a reprimand that does not involve a suspension without pay, disciplinary fine, or demotion, the decision of the department director is final in this administrative process.

*Step 4.* If the employee is not satisfied with the department director's decision regarding a complaint about working conditions or practices, or decisions made pursuant to department or city policies, the employee has ten calendar days from receipt of the department director's decision to bring the issue to the city manager with written documentation.

....”

All other provisions of section 70-168.1 shall remain unchanged.

Section 17. Section 70-169, Pre-disciplinary administrative meeting, of Article VI, Employer-Employee Relations, of Chapter 70, Personnel Rules, of the Arvada City Code, is hereby amended in its entirety to read as follows:

**“Sec. 70-169. Pre-disciplinary administrative meeting.**

Before a regular employee is suspended without pay, given a disciplinary fine, demoted, or dismissed, the employee's appointing authority shall provide the employee with a written statement describing the reason or reasons for such proposed suspension without pay, disciplinary fine, demotion, or dismissal. Prior to the effective date of such proposed suspension without pay, disciplinary fine, demotion, or dismissal, the appointing authority shall provide the employee with an opportunity to be heard and to respond to the reason or reasons for such proposed suspension without pay, disciplinary fine, demotion, or dismissal.”

Section 18. Subsections (a) and (b) of section Sec. 70-170, Administrative review, of Article VI, Employer-Employee Relations, of Chapter 70, Personnel Rules, of the Arvada City Code, are hereby amended in their entirety to read as follows:

**“Sec. 70-170. Administrative review.**

- (a) Any regular employee may request an administrative review of the following:
  - (1) A suspension without pay; or
  - (2) A disciplinary fine; or
  - (3) A demotion; or
  - (4) A dismissal from employment.
- (b) Any regular employee may request in writing an administrative review of a suspension without pay, disciplinary fine, demotion, or dismissal imposed by an appointing authority against such employee. This request must be submitted to the director of human resources within ten calendar days from the effective date of the disciplinary action.

...”

All other provisions of section 70-170 shall remain unchanged.

Section 19. Severability. If any section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The city council hereby declares that it would have adopted this ordinance and each part or parts thereof irrespective of the fact that any part or parts be declared unconstitutional or invalid.

Section 20. Effective date. This ordinance shall take effect five days after publication following final passage.

INTRODUCED, READ, AND ORDERED PUBLISHED this 11th day of January, 2021.

PASSED, ADOPTED, AND APPROVED this 25th day of January, 2021.

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Marc Williams, Mayor

ATTEST:

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City Clerk

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

By: \_\_\_\_\_

Publication Dates: January 14, 2021  
January 28, 2021



**REDLINE/STRIKETHROUGH VERSION**

**FOR INFORMATION ONLY -- NOT PART OF THE ORDINANCE**

Underlined indicates new material  
**Strikethrough** indicates deleted material

**“Sec. 70-34. Job vacancy and posting.**

- (a) The appointing authority or ~~a~~ designee thereof will submit a personnel requisition to the ~~human resources department~~ Human Resources Department for approval to post a vacant position.
- ~~(b) All~~
- (b) The city will make reasonable efforts to post all vacant positions ~~for positions found in the city's pay plan will be posted~~ and vacant promotional opportunities for a minimum of five business days, unless there is a business reason as approved by human resources, such as an unexpired eligibility list or there are qualified candidates from a recent interview process. ~~Positions~~ Vacant positions may be posted for “internal applicants only” if a qualified pool of current employees has been identified by the hiring supervisor and human resources. The appointing authority may consider internal candidates who ~~don't~~ don't meet the minimum qualifications for a position based on past performance and demonstration of aptitude to perform at a proficient level. If selected, the internal candidate must meet the minimum requirements within a stated period of time. ~~An appointing authority may rehire, without posting the position, an employee to the same position s/he left within three calendar months of the person voluntarily resigning.~~
- ~~(c)~~
- (c) An appointing authority may assign an employee to any division within ~~his/her~~ their department, provided the assignment is in the same pay grade.
- ~~(d)~~
- (d) Vacant positions may be advertised by posting an announcement. The announcement will specify the title, salary range, benefits, duties of the position, minimum qualifications; the time, place, and manner of making an application; the closing date for receiving applications; and any other pertinent information.
- ~~(e) A health plan eligible, variable hour, seasonal, or non-benefitted employee who has been in a position on a temporary basis that becomes vacant and has demonstrated proficiency in that position may be hired by the appointing authority without posting the position. ¶~~
- ~~¶~~
- ~~(e)~~ Reclassification of positions that are filled are not considered promotional opportunities for the purpose of job posting.”

**“Sec. 70-37. Promotions and transfers.-**

....

(b) ~~Employees~~ An employee must be in good standing to be considered for a promotion or transfer. Being in good standing means that ~~s/he~~the employee must have an overall positive performance appraisal from the prior year and have no disciplinary actions in ~~his/her~~their official personnel file based on the following conditions. ~~S/he will not be in good standing if s/he.~~ For purposes of this subsection, “disciplinary action” means the employee has received a disciplinary suspension without pay, a disciplinary fine, ~~step reduction in pay,~~ or a demotion in the ~~past twelve~~12 months prior to the posting of the position. ~~If s/he~~ An employee who has received a reprimand, in the appointing authority in 12 months prior to the department to which s/he is applying posting may require that be considered for a promotion or a transfer if the employee has successfully ~~completes~~completed the performance plan associated with the reprimand ~~within the timeframe of said plan~~ before being considered for the promotion or transfer.

....”



#### “Sec. 70-38. Voluntary reassignment.

(a) When an employee applies for a position, which is at a lower grade, such application will be considered a request for a voluntary reassignment.

~~(b)~~

(b) The ~~employee's~~employee's pay rate for the new position will be determined in based on an assessment of the ~~same manner as an external candidate taking into account the knowledge, skill~~employee's education, training and ability level and the salaries of experience as compared to others in similar positions ~~within the department.~~

~~(c)~~

(c) The employee will serve a probationary period in the new position ~~and the~~. The date of reassignment will become the new evaluation date for purposes of ~~calculating wages and a probationary performance evaluations.~~evaluation.

~~(d)~~

(d) Employees who move to a lower grade through a voluntary reassignment will have a one-time option to cash in their vacation leave and/or compensatory time (for non-exempt employees) at the higher rate of pay. ~~( Those who were hired prior to December 31, 1979, are also eligible to cash in their eligible sick accruals not to exceed 480 hours.)~~. The employee may cash in all or a portion. This decision must be made before the first day of employment at the new grade.

~~(e)~~

(e) At termination any accruals eligible for payout will be calculated at the ~~employee's~~employee's then current rate of pay.

~~(f)~~

(f) Upon a voluntary reassignment to a non-exempt position, exempt employees ~~are will not be~~ paid for accrued compensatory time, nor will such time transfer to the new position. Benefits will transition to the plan of the new position effective on the first day of the transfer. Leave will begin accruing at the new rate on the first day of the transfer as provided in the attendance ~~Article IV, Attendance~~ and leave section ~~Leave, of these~~

~~rules this chapter.~~ The employee will not lose service years counted towards vacation accrual or retirement vesting or years of service.”



#### “Sec. 70-39. Re-employment.

An employee who is rehired at the city within 12 calendar months of voluntarily resigning may retain all leave accrual rates and compensation if reappointed to the same position as ~~s/he~~they left. An employee who is rehired to a different position than the one ~~s/he~~they left within 12 calendar months of voluntarily resigning will only retain ~~his/her~~their leave accrual rate. ~~S/he~~ They will be paid in the same manner as a new employee. Vesting in pension plan(s) upon rehire will be based upon the provisions of the appropriate pension plan document. Rehired employees in either situation will be treated in the same manner as a new employee for all other purposes. ~~An appointing authority may rehire, without posting the position, an employee to the same position s/he left within three calendar months of the person voluntarily resigning.~~ Employees who were involuntarily separated from the city for violations of city policies or procedures or resigned in lieu of termination shall not be considered for rehire.”

#### “Sec. 70-50.2. Classification system.

(a) The city will implement a job evaluation process that will create and maintain a framework to allow an equitable and cost-effective salary structure, called a classification system. The classification system is created when city positions are grouped together in pay grades in a pay plan. Pay grades are determined by analyzing the duties, skill, effort and responsibilities of positions and sorting them into pay grades that best correlate with the city's comparison market for positions with similar duties, skill, effort and responsibilities. A pay grade is a ~~designation for a range of pay rates representing that~~ represents the market value range for the positions in the grade. ~~The~~ The minimum rate means the bottom of the pay grade and the maximum rate means the top of the pay grade.”

~~(b) —~~

(b) As part of the job evaluation process, a new or updated job description, approved by the appointing authority, must be submitted to human resources before any addition or change can be made to the classification system or pay plan. The job description is a formalized statement summarizing the essential duties and responsibilities, and required qualifications to perform a job.”

~~(c) —~~

(c) Human resources will consult with the appointing authority or designee to review internally equitable positions and relevant published salary ~~survey~~survey data for a similar job or jobs that reflect similar duties and responsibilities. Upon completion of the evaluation, human resources will determine the appropriate pay grade for a position.”

#### “Sec. 70-50.3. Reclassifications.

(a) Each fiscal year human resources will monitor the market for changes using published surveys to ensure the city remains competitive in total compensation. When appropriate, changes may be made to the classification system and pay plan. The city manager will submit recommendations for changes to the city council for review and approval.

~~(i) A position may be regraded when it is determined there is a significant change in the amount a position is paid in the market; a regrade is not based on changes in duties and responsibilities. All regrades are initiated by human resources and are included in the annual pay plan.~~

~~(ii)~~

(b) A position may be reclassified if there are significant changes in the duties and responsibilities of the position and such duties ~~are paid differently in~~ change the position's internal and market value.

~~(b)~~

(c) The job evaluation is performed for all new or reclassified positions.

#### **“Sec. 70-53. Appointment rate.**

(a) The appointment rate will be determined based on an evaluation of an applicant's qualifications, including relevant education, training and experience as compared to others in similar positions. Appointment rates above the ~~minimum~~ middle of the pay grade may be paid with approval of the city manager or designee thereof. No position will be paid above the assigned salary grade maximum.

~~(b)~~

(b) An employee who is rehired at the city within 12 calendar months of voluntarily resigning may retain all leave accrual rates and compensation if reappointed to the same position as ~~s/he~~ they left. An employee who is rehired within 12 calendar months of voluntary resigning will only retain ~~his/her~~ their leave accrual rate if appointed to a different position than the one ~~s/he~~ they left. ~~S/he~~ They will be paid in the same manner as a new employee. Vesting in a pension plan(s) upon rehire will be based upon the provisions of the appropriate pension plan document.

#### **“Sec. 70-59. - Pay rates upon transfer, promotion, demotion or voluntary reassignment.”**

(a) If an employee is transferred, promoted, demoted, or voluntarily reassigned, the rate of pay for the employee in the new position will be as follows:

~~(i)~~

(1) *Transfer* between positions within the same pay grade, there will be no change in the rate of pay. ~~If an employee is due to be considered for a pay increase within close proximity of the transfer date, consideration may be given for a pay increase at time of transfer based on performance.~~ The employee will serve a probationary period in the new position ~~and the date of the transfer will become the new evaluation date for purposes of calculating wages and performance evaluations.~~

~~(ii)~~

(2) *Promotion* is defined as appointment of an employee to a job in a pay

grade with a higher maximum rate and additional authority or responsibility. The employee will receive an increase be placed into a step in the new grade that is closest based on an assessment of the employee's qualifications, including relevant education, training and experience as compared to, but not lower than, a six percent increase from his/her current pay. others in similar positions. This increase will not be less than the minimum rate or more than the maximum rate for the new grade. The employee will serve a probationary period in the new position and the date of the promotion will become the new evaluation date for computation of wages and performance evaluation. This does not include any action resulting from a regrade or reclassification.

(iii)

(3) *Demotion* is defined as an involuntary assignment of an employee to a job in a pay grade with a lower maximum rate and less authority or responsibility as a result of performance, disciplinary action, re-organization, or re-engineering. The employee's rate of pay will be reduced to not less than the minimum rate of the new grade and not to exceed the maximum rate for the position as determined to be appropriate by the appointing authority. The employee will serve a probationary period in the new position and the date of demotion will become the new evaluation date for the computation of wages and performance evaluation.

(iv)

(4) *Voluntary reassignment* is defined as a voluntary acceptance of a position in a different classification in a pay grade with a lower maximum rate. The employee's pay rate for the new position employee will be determined in the same manner as an external candidate taking placed into account the knowledge, skills, the new grade based on an assessment of the employee's qualifications, including relevant education, training and ability level and the salaries of experience as compared to others in similar positions within the department. The employee's pay rate will be adjusted to not be less than the minimum or greater than the maximum of the new grade. The employee will serve a probationary period in the new position and the date of reassignment will become the new evaluation date for purposes of calculating wages and performance evaluations."

#### **"Sec. 70-60. Pay rates upon reclassification.¶¶**

(a) All reclassifications will be submitted by the city manager to the city council for adoption with the annual budget and may result in an increase or decrease in grade and pay.

(b)

(b) A reclassification of a position from one pay grade to another may occur if there is a significant change in the duties and responsibilities of the position and such duties are paid differently in change the position's internal and market value. Requests for a reclassification study may be made to human resources by an employee's employee's appointing authority in a format approved by human resources. The employee will be placed into a step in the new grade that is closest to, but not lower than, his/her current pay. Additional considerations may be made by based on an assessment of the director of human resources or his/her designee for exceptional circumstances employee's



qualifications, including relevant education, training and experience as compared to others in similar positions. This new pay amount will not be less than the minimum rate or more than the maximum rate for the new grade except as noted in section 70-60(d).

- (c) A regrade of a position from one pay grade to another may occur if there are significant changes in the amount a position is paid in the market. A regrade is not based on changes in duties and responsibilities. All regrades are initiated by human resources and are reviewed with the director of human resources. The employee will be placed into a step in the new grade that is closest to, but not lower than, his/her current pay. Additional considerations may be made by the director of human resources or his/her designee for exceptional circumstances. This new pay amount will not be less than the minimum rate or more than the maximum rate of the new grade except as noted in section 70-60(d).
- (d) For an employee whose current rate is above the maximum of the new grade, his/her rate will be frozen until such a time as the new grade catches up to his/her rate of pay as a result of market adjustments.

(e)

(c) A reclassification or regrading of a position does not change an employee's evaluation date."

¶

#### "Sec. 70-61. Pay rates for temporary acting assignments.

(a) An employee may be temporarily assigned in an acting or interim capacity to a position in a higher pay grade than the position the employee normally occupies. If the employee assumes all authority and responsibility for the new position and the assignment exceeds three calendar weeks, the employee will be granted a temporary increase to the step in the new grade that is closest to, but not less than six percent higher than his/her current pay, based on an assessment of the employee's qualifications, including relevant education, training and experience as compared to others in similar positions. This increase cannot be less than the minimum or greater than the maximum rate of the pay grade of the position s/he is they are filling. Temporary assignment pay will be paid for the full period of the temporary assignment, retroactive to the first day.

(b) In the instance when

(b) If an employee is serving in a temporary assignment and the employee is due to be considered for a pay increase based on his/her their performance in the position he/she they normally occupies occupy, the employee may be considered for a pay increase upon his/her their return to the normal position and the pay increase will be issued retroactive to the date it was originally due.

(c)

(c) If a temporary acting assignment exceeds a period of 12 months, the employee may be considered for a pay increase upon completion of 12 months in the temporary acting assignment, or at a time designated by the city manager as the annual salary review date.

(d) Notification of acting status and requests for pay increases during a temporary assignment must be made by memorandum from the appointing authority to the director of human resources."

**“Sec. 70-105. Sick leave.**

(a) Regular or probationary full-time employees hired or re-hired on or after January 1, 2012, accrue 3.69 hours of sick leave per pay period up to a maximum of 1,040 hours. ~~per calendar year.~~ Upon reaching the maximum accrual, employees hired or re-hired on or after January 1, 2012 shall accrue no further sick leave until the maximum accrual is reduced through authorized usage below 1,040 hours. When accrual is reduced below the maximum accrual provided herein, the affected employee may then accrue sick leave to the maximum accrual. Regular and probationary part-time employees accrue leave on a pro rata basis according to the number of hours for which ~~they are~~ ~~the employee is~~ scheduled. For regular and probationary part-time employees, such maximums are determined on a pro rata basis, as determined by the part-time employee's work schedule. If a regular or probationary employee's scheduled hours are reduced resulting in a lower maximum (for example, from full-time to 50 percent part-time), ~~his/her~~ ~~the employee's~~ accrued hours will be retained but no additional hours will be accrued until such a time ~~his/her~~ ~~the employee's~~ balance falls below the new maximum.▪

~~(b) —~~

(b) Regular or probationary full-time employees hired or re-hired prior to January 1, 2012 accrue 3.69 hours of sick leave per pay period and shall not be subject to the limitation on sick leave accrual described in subparagraph (a) of this section. Regular and probationary part-time employees accrue leave on a pro rata basis according to the number of hours for which they are scheduled.▪

~~(c) —~~

(c) Employees who do not meet the definition of regular or probationary part time or full time employees, will accrue one hour of paid sick leave for every thirty hours worked by the employee, earning up to a maximum of 48 hours of sick leave per calendar year. Unused sick leave hours may be carried over to the following calendar year. Upon reaching the maximum accrual of 48 hours, employees who do not meet the definition of regular or probationary part time or full time employees will not accrue further sick leave until the maximum accrual is reduced through authorized usage below 48 hours. When accrual is reduced below the maximum accrual of 48 hours, the affected employee may then accrue sick leave to the maximum accrual. Under no circumstances shall the employee accrue or use more than 48 hours of sick leave in any one calendar year.

(d) If an employee separates from employment with the city and is rehired by the city within 6 months, the city will reinstate up to 48 hours of sick leave which the employee had accrued but not used prior to the employee's separation of employment.

(e) Sick leave is granted to an employee by approval of ~~his/her~~ ~~the employee's~~ immediate supervisor when the employee is unable to perform ~~his/her~~ ~~the employee's~~ job duties because ~~of personal~~ ~~the employee:~~

(1) Has a mental or physical illness, injury, or ~~temporary disability~~ ~~health~~ condition that prevents the employee from working; or

- (2) Needs to obtain a medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or
- (3) The employee needs to care for a family member who:
  - (i) Has a mental or physical illness, injury, or health condition; or
  - (ii) Needs to obtain a medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or
- (4) Needs to obtain preventative medical care; or
- (5) The employee or the employee's family member has been the victim of domestic violence, sexual assault, or harassment and the use of the leave is to:
  - (i) Seek medical attention for the employee or the employee's family member to recover from a mental or physical illness, injury, or health condition caused by the domestic abuse, sexual assault, or harassment;
  - (ii) Obtain services from a victim services organization;
  - (iii) Obtain medical care or other counseling;
  - (iv) Seek relocation due to the domestic abuse, sexual assault, or harassment; or
  - (v) Seek legal services, including ~~medical confinement due to pregnancy, miscarriage, childbirth, surgery, and recovery therefrom~~ preparation for or participation in a civil or criminal proceeding relating to or resulting from the domestic abuse, sexual assault, or harassment; or
- ~~(d) An employee may be granted sick leave for the care and attendance of an ill, injured, or disabled spouse, child, parent, sibling, grandparent, grandchild, (including natural, step, adopted, foster, or in-law relationships). This also includes any other relative, or person who the employee identifies as his/her significant other or domestic partner whose primary residence or place of primary abode is the same as the employee. An employee may also be granted sick leave during the first 12 weeks following the birth of a newborn or the adoption or placement of a child in foster care. ¶~~
- ~~(e) An employee may be granted sick leave for himself/herself or to attend to a family member's (as identified above) medical needs, employee assistance program, mental health, dental and optical examinations and treatment, provided the sick leave granted for such purposes does not exceed the actual time necessary for examination or treatment and reasonable travel time as determined and approved by his/her immediate supervisor. ¶~~
- ~~(f) —~~
- (6) Due to a public health emergency, a public official has ordered closure of:

- (i) ~~The employee's immediate supervisor may require a physician's statement~~ employee's place of business; or
  - (ii) ~~The school or place of care of the employee's child and the employee needs to be absent from an employee for any sick leave taken by an employee.~~ work to care for the employee's child.
- (f) Prior to the beginning of ~~a~~the workday, an employee ~~will notify his/her supervisor for~~ must request, orally, in writing, or electronically, to use paid sick leave, notifying their immediate supervisor each day the employee seeks to use paid sick leave.
- (g) With the exception of sick leave taken due to a public health emergency closure or leave related to the preparation for or participation in a civil or criminal proceeding relating to or resulting from the domestic abuse, sexual assault, or harassment, the city may request that an employee provide a physician's statement regarding the ~~employee is unable to work because of illness, injury, or temporary disability according to departmental rules. Departmental rules consist~~ employee's use of any policies or rules adopted by the appointing authority. paid sick leave if:
  - (g) ~~If an employee experiences an illness, injury,~~
    - (1) ~~The paid sick leave consists of four or temporary disability, which requires more than 40 consecutive work hours (pro rata for part-time employees) of medical confinement, days; or is unable to perform~~
    - (2) ~~If the duties~~ employee has used 48 hours or more of paid sick leave during the position, the employee may be required to furnish the supervisor with a physician's ~~calendar~~ year.
- (h) Any physician's statement ~~by requested pursuant to the start~~ requirements of the ~~41st work hour, which must~~ this section should include the following:
  - (1) ~~—~~
    - (1) The probable duration of ~~such illness, injury, or disability; sick leave;~~
    - (2) ~~—~~
      - (2) The prognosis of the ~~employee's~~ employee's fitness to return to work; or
      - (3) ~~—~~
    - (3) The earliest date for return to limited duty and a list of limitations, if any.
- (h) ~~—~~
  - (i) Upon the start of ~~fifth consecutive day or the 41st~~ 49th work hour of paid sick leave usage, the employee ~~should~~ shall contact the ~~Human Resources Department~~ human resources department to determine whether such illness, injury, or disability ~~the employee's use of sick leave is covered under~~ by the Family and Medical Leave Act. ~~It is the employee's responsibility to provide follow-up physician's statements for each 30-calendar days of medical confinement. For an~~ For extended illness, the employee may be eligible for long term disability coverage. The employee should contact the human resources department for more information ~~on such coverage.~~
  - (j) For purposes of this section, "family member" is defined as:

- (1) A person who is related by blood, marriage, or civil union, or adoption;
- (2) A child to whom the employee stands in loco parentis or a person who stood in loco parentis to the employee when the employee was a minor; or
- (3) A person for whom the employee is responsible for providing or arranging health- or safety-related care.”

**“Sec. 70-105.5. Additional paid sick leave during a public health emergency.**

- (a) If a public health emergency is declared, the city will supplement an employee’s paid sick leave as necessary so as to ensure that each full time employee has at least 80 hours of paid sick leave. The amount by which an employee’s paid sick leave shall be supplemented by the city is calculated by subtracting the amount of accrued, unused paid sick leave available to the employee on the date the public health emergency is declared from 80 hours. In no event shall an employee have paid sick leave hours deducted if the employee has in excess of 80 hours of paid sick leave available on the date an emergency is declared.
- (b) If a public health emergency is declared, the city will supplement an employee’s paid sick leave as necessary so as to ensure that employees who are not considered full time employees have available paid sick leave which is equal to the greater of either the amount of time the employee is scheduled to work in a fourteen day period or the amount of time the employee actually works on average in a fourteen day period.
- (c) An employee may take paid sick leave related to a public health emergency for the following purposes:
  - (1) The employee needs to self-isolate and care for oneself because the employee is diagnosed with, is experiencing symptoms of, or seeking preventive care concerning a communicable illness that is the cause of a public health emergency; or
  - (2) The employee needs to self-isolate and care for a family member because the family member is diagnosed with, is experiencing symptoms of, or is seeking preventative care concerning a communicable illness that is the cause of the public health emergency.
- (d) The term “family member” is defined for purposes of this section in the same manner as the term is defined in section 70-105(d) of the Arvada City Code.
- (e) The employee shall notify the employee’s immediate supervisor of the need for sick leave under this section as soon as practicable.
- (f) Documentation is not required to take paid sick leave under this section.



(g) An employee may use paid sick leave under this section until four weeks after the official termination or suspension of the public health emergency.

(h) For purposes of this section, “public health emergency” is defined as:

(1) An act of bioterrorism, a pandemic influenza, or an epidemic caused by a novel and highly fatal infectious agent for which:

(2) An emergency is declared by a federal, state, or local public health agency;

(3) A disaster emergency is declared by the governor; or

(4) A highly infectious illness or agent with epidemic or pandemic potential for which a disaster emergency is declared by the governor.”

#### **“Sec. 70-119. Sabbatical leave.**

A regular employee who ~~have~~has worked for the city for a minimum of seven years and ~~are~~is considered to be in good standing shall have the opportunity to take up to three months of time for the purpose of rejuvenation or the pursuit of a personal objective or aspiration. ~~To be~~ Being in good standing means ~~having~~the employee must have an overall positive performance appraisal from the prior year and ~~having~~no disciplinary actions in ~~his/her~~their official personnel file ~~based on the following conditions:~~. For purposes of this section, “disciplinary action” means ~~the employee has received a~~ disciplinary suspension without pay, disciplinary fine, ~~step reduction in pay,~~ or a demotion in the ~~past~~ 12 months prior to the start of the sabbatical leave. ~~If s/he~~ An employee who has ~~received~~ a reprimand, in the appointing authority ~~12 months prior to the posting may require that the employee be required to successfully completes~~complete the performance plan associated with the reprimand ~~within the time frame of said plan before being~~ considered for ~~the~~ sabbatical leave. An employee may ~~only~~ take sabbatical leave ~~only~~ once every seven years. The city manager may establish administrative procedures for the administration of this benefit.”

#### **Sec. 70-143. Employee conduct. ¶**

(a) ~~The city expects all employees to be accountable for their work related conduct and for performing their job duties to the highest professional standards at all times. The city reserves the right, in all instances, to impose discipline, up to and including dismissal. Discipline is imposed solely at the discretion of the city, based on its evaluation and in consideration of relevant factors and circumstances. ¶~~

(b) ~~The disciplinary procedures set forth in the next section apply only to regular employees; probationary, health plan eligible, variable hour, seasonal, and non-benefitted employees~~

~~will be given performance expectations and feedback as deemed appropriate by the city, but at all times will be deemed as at will employees. However, standards of conduct set forth in this section apply to all city employees. Under no circumstances should this rule/regulation be construed to create "for cause" employment for probationary, health plan eligible, variable hour, seasonal, or non-benefitted employees. ¶~~

~~(c)~~

#### **“Sec. 70-143. Employee conduct.**

~~....~~

(c) A supervisor may reprimand a regular employee for cause. An appointing authority or ~~his/her~~ designee ~~thereof~~ may discipline a regular employee for cause. Such discipline may include reprimand, suspension without pay, disciplinary fine, ~~step reduction in pay~~, demotion, or dismissal. Examples of performance or conduct that may warrant disciplinary action are presented in the list below. This list is not considered all-inclusive as the city cannot anticipate all behaviors of an employee. Other actions that have a negative impact on an employee's performance or the effective functioning of the city may result in disciplinary action. Individual departments may also have specific rules, regulations, ~~and/or~~ policies that describe performance or conduct. The violation of ~~these any~~ departmental ~~rules, regulations, and/~~ ~~rule, regulation, or policies~~ ~~policy~~ may also warrant disciplinary action. ~~■~~

- (1) Any false statement made on an application for employment or any other form or application submitted to or required by the city, or omission of information that might affect the applicant or employee unfavorably.
- (2) Conduct detrimental to customer service or city operation.
- (3) Theft or misuse of city money or property.
- (4) Violation of any national, state, or local law when the misconduct would interfere with an employee's performance of his/her job or undermine public trust in the integrity of the city. The city may consider such conduct a violation of its rules and/or procedures regardless of a conviction.
- (5) Misusing, destroying, or damaging any city property or property of another employee or customer.
- (6) Abusive treatment and/or disrespect of any person including, but not limited to, physical or verbal confrontations, insults, or derogatory comments based on race, religion, gender, sexual orientation, ethnicity, and/or disability.
- (7) Unauthorized possession of weapons or explosives on city premises or utilization of any object as a weapon.
- (8) Insubordination, failure, or refusal to comply with directives, orders, or assignments.
- (9) Falsification, destruction, or unauthorized use of city records, reports, or other data or information belonging to the city.

- (10) Being untruthful, misleading, or uncooperative during an administrative investigation or about any job related matter.
- (11) Mishandling or unauthorized disclosures of confidential city information.
- (12) Immoral conduct or indecency, vulgar, threatening, insulting, or abusive language while on the job, including excessive gossiping or spreading rumors.
- (13) Incompetence, inattention to duties, horseplay, wastefulness, or sleeping while on the job.
- (14) Possession, purchase, manufacture, dispensing, use, sale, or being under the influence of controlled substances or alcohol while on the job when not medically required or when it is a requirement of the job.
- (15) Violating a safety rule or safety practice, or creating or contributing to unsafe working conditions.
- (16) Failure to report violations of safety policies, procedures, or reporting requirements.
- (17) Failure to properly use or enforce the use of safety gear, clothing, or equipment.
- (18) Engaging in personal business or outside employment while on the job.
- (19) Attempting to influence an employment decision for the benefit of a member of the employee's immediate family. Immediate family means his/her spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, cousin, (including natural, step, adopted, foster, or in-law relationship). This also includes a person who the employee identifies as his/her significant other or domestic partner whose primary residence or place of primary abode is the same as the employee.
- (20) Having an undisclosed financial interest, direct or indirect, in any contract with the city, or having an undisclosed financial interest, directly or indirectly, in the sale of any land, materials, supplies, or services to the city.
- (21) Engaging in any business, activity, or transaction in which an employee has a substantial financial or personal interest, direct or indirect, that might reasonably be expected to interfere with the ability of the employee to perform his/her duties.
- (22) Seeking nomination or election to city council.
- (23) Engaging in federal, state, county, or local political campaign during an employee's working hours.
- (24) Using his/her employment, position, badges, or credentials for preferential treatment, commercial or personal gain, or in any other manner not authorized by the city. Allowing any individual unauthorized access to or use of a city badge, insignia or credential.
- (25) Using city vehicles, equipment, or property for unauthorized personal use.
- (26) Unauthorized absence from work and failure of employee to communicate with supervisor before that working shift. Guidelines for reporting may be established by each department.

- (27) Excessive absences and/or excessive tardiness as determined by the employee's appointing authority and/or failure to work or report to supervisor for two consecutively scheduled days.
- (28) Engaging in any activity that interferes with an employee's or any other employee's performance on the job.
- (29) Failure to report any violations of ordinances, statutes, charter, personnel policies, administrative regulations, or department rules by any city employee or failure to report a conviction or plea to a misdemeanor or felony.
- (30) Inability to perform job duties and/or substandard performance of assigned duties.
- (31) Failure to maintain an appropriate personal appearance as established by City or departmental policy. Failure to maintain appropriate personal hygiene.
- (32) Violation of any departmental or city rule, regulation, policy, or procedure.
- (33) Failure to obtain or maintain a required certification, license, or training as a condition of employment.
- (34) Allowing unauthorized access of individuals to restricted areas of city facilities, materials, and/or equipment.
- (35) Any other action by an employee which in the opinion of management warrants discipline or discharge and which a reasonable person would expect to result in disciplinary action either because it affects the employee's performance, the effectiveness of the city, including other employees, or undermines public trust in the integrity of the government.

....”

**“Sec. 70-144. Discipline/discharge.”**

....”

(g) Reserved.

....”

**“Sec. 70-168.1. Complaint resolution process.”**

(a) — In situations where an employee has a complaint regarding a specific ~~incident~~ arising from a working ~~conditions~~ or ~~practices,~~ ~~decisions~~ ~~practice,~~ a decision made pursuant to a department or city ~~policies~~ policy, a reprimand that does not involve a suspension without pay, disciplinary fine, ~~step reduction in pay,~~ demotion, or performance appraisal concerns, and wishes to formally complain, then, ~~she~~ ~~the~~ employee must follow the city's complaint resolution process as listed:—

*Step 1.* The employee should first attempt to resolve the issue(s) by discussing it with ~~his/her~~ **their** immediate supervisor within ten calendar days of the event at issue.▪

*Step 2.* If the situation is not resolved within ten calendar days from the time the complaint is discussed with the employee's immediate supervisor, barring extenuating circumstances, it should be brought to the attention of the next level supervisor with written documentation. That supervisor has ten calendar days to respond to the employee in writing.▪

*Step 3.* This process may be repeated with each higher level of management including the department director. This is the final step for performance appraisal concerns or a concern involving a reprimand that does not involve a suspension without pay, disciplinary fine, ~~step reduction in pay,~~ or demotion. For performance appraisal concerns or a concern involving a reprimand that does not involve a suspension without pay, disciplinary fine, ~~step reduction in pay,~~ or demotion, the decision of the department director is final in this administrative process.▪

*Step 4.* If the employee is not satisfied with the department director's decision regarding a complaint about working conditions/ ~~or practices,~~ or decisions made pursuant to department or city policies, the employee has ten calendar days from receipt of the department director's decision to bring the issue to the city manager with written documentation.▪

... .”

**“Sec. 70-169. - Pre-disciplinary administrative meeting.▪**

Before a regular employee is suspended without pay, given a disciplinary fine, ~~given a step reduction in pay,~~ demoted, or dismissed, the employee's appointing authority shall provide the employee with a written statement describing the reason or reasons for such proposed suspension without pay, disciplinary fine, ~~step reduction in pay,~~ demotion, or dismissal. Prior to the effective date of such proposed suspension without pay, disciplinary fine, ~~step reduction in pay,~~ demotion, or dismissal, the appointing authority shall provide the employee with an opportunity to be heard and to respond to the reason or reasons for such proposed suspension without pay, disciplinary fine, ~~step reduction in pay,~~ demotion, or dismissal.▪.”

**“Sec. 70-170. Administrative review.**

- (a) Any regular employee may request an administrative review of the following:▪
  - (1) —A suspension without pay; or▪
  - (2) —A disciplinary fine; or▪



(3) ~~A step reduction in pay; or~~

(4) ~~A demotion; or~~

(4) (5) ~~A dismissal from employment.~~

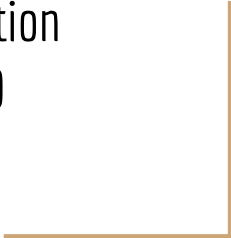
(b) ~~Any regular employee of the city may request in writing an administrative review of a suspension without pay, disciplinary fine, step reduction in pay, demotion, or dismissal imposed by an appointing authority against such employee. This request must be submitted to the director of human resources within ten calendar days from the effective date of the disciplinary action.~~

...”



# Personnel Rules Revision

City Council Presentation  
December 7, 2020



# Why are the rules being revised?

- Colorado has passed new legislation: the **Equal Pay for Equal Work Act** and the **Healthy Families and Workplaces Act**
- The new laws take effect January 1, 2021
- These new laws require changes to the way we hire, promote, and administer pay and leave programs
- Articles II, III, IV, V and VI of the Personnel Rules have been revised and updated to comply with the requirements of these new laws

# Equal Pay for Equal Work

Requires employers to make reasonable efforts to announce, post, or otherwise make known all opportunities for promotion to all current employees on the same calendar day and prior to making a promotion decision.

- Expectation is that all promotional opportunities will be announced/posted to all employees
- “Reasonable efforts” has been defined to mean methods of posting
- Violations carry fines of \$500 to \$10,000

# Equal Pay for Equal Work

Prohibits an employer from paying one employee less than an employee of a different sex for substantially similar work.

“Substantially similar work” is determined without regard to job title and based on a composite of skill, effort, and responsibility. Shift work may also be considered.

A different rate may be paid when it is based only on

- a system of seniority
- a merit system
- a system measuring for earnings by quantity or quality of production
- geography locale where the work is performed
- relevant education, training or experience
- travel, if it is a regular and necessary condition of the work performed

Effectively eliminates “market” as a reason to pay different rates



# Equal Pay for Equal Work

Prohibits an employer from:

- Seeking the wage rate history of a prospective employee or requiring disclosure of wage rate as a condition of employment;
- relying on a prior wage rate to determine a future wage rate

# Personnel Rules Article II - Employment

## **Sec. 70-34 Job vacancy and posting**

## **Sec. 70-37 Promotions and Transfers**

- Updates language to require all vacancies and all vacant promotional opportunities to be posted internally
- Removes language allowing an appointing authority to rehire without posting and language allowing for a temporary employee to be appointed to a full-time position without posting
- Adds language to clarify that a reclassification of a position that is filled is not considered a vacant or promotional opportunity that has to be posted
- Removes language referencing a step reduction in pay as a form of discipline

## **Sec. 70-39 Re-employment**

- Updates and removes language that an appointing authority may rehire an employee within 3 months without posting the position

# Personnel Rules - Article III - Employee Compensation

## **Sec. 70-50.2 Classification system**

- Updates language to introduce an internal equity evaluation component to the way we grade and classify jobs so that substantially similar work is graded and paid equitably, regardless of market

## **Sec. 70-50.3 Regrades and Reclassifications**

- Updates language to remove reference to regrades as these are market based only and will no longer occur. Also adds internal value to the reclassification definition

## **Sec. 70-53 Appointment rate**

- Updates language to allow for making fair and equitable job offers based on a candidate's relevant education, training and experience as compared to others in similar positions. Allows HR to facilitate offers up to the midpoint of a pay grade, with approval from the City Manager for anything beyond the midpoint

# Personnel Rules Article III - Employee Compensation

## **Sec. 70-38 Voluntary Reassignments**

## **Sec. 70-59 Pay rates upon transfer, promotion, demotion or voluntary reassignment**

## **Sec. 70-60 Pay rates upon reclassification or regrading**

## **Sec. 70-61 Pay rates for temporary acting assignments**

- Replaces language that refers to prior wage to determine new salary and replaces it with the following: The employee will be placed into a step in the new grade based on an assessment of the employee's qualifications, including relevant education, training and experience as compared to others in similar positions
- Removes language referencing frozen employees as this will no longer be defensible under the new law if it creates a pay gap

# Personnel Rules Article V & VI

## **Article V - Employee Responsibilities**

### **Sec. 70-143. Employee Conduct**

### **Sec. 70-144. Discipline/Discharge**

- Removes definition and reference to step reduction in pay as a form of discipline

## **Article VI - Employer-Employee Relations**

- **Sec. 70-168.1 Internal Complaint Procedure**
- **Sec. 70-169. Pre-disciplinary Administrative Meeting**
- **Sec. 70-170. Administrative Review**

- Removes reference to step reduction in pay as a form of discipline



# Equal Pay for Equal Work Act

Additional Efforts to comply with the Act:

- A Pay Equity Analysis will be conducted by the end of the year to identify any significant pay gaps and create a plan to address them.
- A new internal job evaluation process will be created and introduced in 2021 to ensure that jobs with substantially similar skills, effort and responsibility are graded equitably.

# Healthy Families and Workplaces Act

- Requires all employers in Colorado to provide all employees with paid sick leave at a rate of 1 hour of leave for every 30 hours worked - capping at 48 hours
- Sets rules for carryover from year to year and reinstatement of sick leave for rehires
- Expands the purposes for which sick leave can be used (now includes leave related to domestic violence and public health emergency closures)
- Expands the definition of family member for which leave can be taken

# Healthy Families and Workplaces Act

- Prohibits employers from requesting documentation until 4 consecutive days of leave have been used
- Prohibits employers from disciplining employees for using this leave
- Provides for up to 80 hours of supplemental leave during a public health emergency

# Personnel Rules Article IV - Attendance and Leave

## **Sec. 70.105. Sick Leave**

- c. -adds language defining the sick leave accrual rates for employees who do not meet the definition of regular or probationary fulltime and part time employees (i.e. health plan eligible, variable hour, seasonal)
- d. - adds language about reinstating up to 48 hours of sick leave upon rehire within 6 months of separation
- e. - Updates language defining the reasons employees can use sick leave as defined by the act. (Adds reasons related to domestic violence and public health emergency, school closure, etc)

# Personnel Rules Article IV - Attendance and Leave

## **Sec. 70.105. Sick Leave, continued**

- f.,g.,h., and i. - Updates language related to how an employee requests sick leave and documentation of sick leave.
- j.- defines family members as required by the Act.
  - A person who is related by blood, marriage, or civil union, or adoption; or
  - A child to whom the employee stands in loco parentis or a person who stood in loco parentis to the employee when the employee was a minor; or
  - A person for whom the employee is responsible for providing or arranging health- or safety-related care.

## **Sec. 70.105.5 Additional Paid Sick Leave During Public Health Emergency**

- Introduces language regarding the use of up to 80 hours of sick leave for a declared public health emergency for all employees.



# Financial Impact

## **Equal Pay for Equal Work Act**

Financial impacts from these efforts are expected to be minimal in 2021. Financial impacts resulting from job reclassifications for equity will be presented as part of the 2022 budget and pay plan update.

## **Healthy Families and Workplaces Act**

The financial impact of this program is estimated to be about \$90,000 per year. This is a conservative estimate based on all non-benefited employees using the full amount of leave allowed. The Funds that will be affected the most are the Parks, Golf and Utilities Funds. The budgets of these specific funds have been adjusted to account for the increased costs.

Questions?



## REPORT TO CITY COUNCIL PUBLIC HEARING

AGENDA ITEM  
10.E.

TO: THE HONORABLE CITY COUNCIL

DATE: January 25, 2021

SUBJECT: Conditional Use Permit for Olde Town Residences, Generally Located at 7267 W 56th Avenue  
(Item continued from December 7, 2020)

### **Report in Brief**

Trammell Crow is requesting approval of a Conditional Use to allow for the development of a residential complex within the MX-T (Mixed Use - Transit) zoning district.

The applicant is proposing the development of a 252-unit apartment building located on a 3.94 acre site for a total density of 64 units/acre.

The Planning Commission voted 6-1 to recommend approval of the Conditional Use during the November 17, 2020 meeting.

The Arvada team recommends that the City Council approve the Conditional Use application for Olde Town Residences, generally located at 7267 W 56th Avenue.

### **Financial Impact**

There is no financial impact associated with the recommended action.

### **Background**

The subject property is located at the northeast corner of Wadsworth ByPass and W. 56th Avenue and is currently vacant.

In 1981, the City Council held a public hearing and made a determination that blight existed within the Arvada City Center area. The City Council approved an ordinance creating the Arvada Urban Renewal Authority and referred the ordinance to a vote of qualified electors. The ordinance was subsequently approved by the citizens of Arvada. The adoption of the Arvada City Center Urban Renewal Plan, rezoning of the area to PUD-BPR (Planned Unit Development–Business/Professional/Residential) and the Outline Development Plan (ODP) followed. In May of 2020, the Land Development Code (LDC) was updated and the site was subsequently zoned MX-T (Mixed Use – Transit).

The Planning Commission considered this action during their November 17, 2020 meeting. The Planning Commission staff report is provided as an attachment to this Council agenda item. Based upon the review of the Land Development Code approval criteria, the Community and Economic Development team recommended approval of the project. The Planning Commission approved the recommendation by a 6-1 vote.

### **Discussion**

The Planning Commission's approval of the Conditional Use Permit for Olde Town Residences was based on their findings regarding the Land Development Code approval criteria and testimony received during the November 17 meeting. Included as an attachment to this agenda item is the synopsis of the November 17 Planning Commission Minutes.

Also included within the Planning Commission staff report is the Community and Economic Development (CED) team

analysis of the Land Development Code (LDC) Approval Criteria. The Planning Commission recommended that the City Council approve the Conditional Use Permit for Olde Town Residences based on the CED team's analysis of the LDC Approval Criteria. The following Table presents the findings of the analysis for the City Council's review:

| <b>8-3-5-1 Conditional Use Permit Approval Criteria (5-18-20)</b>                                                                                                                                                                                                                                                                                                                                                                                                            | <b>Finding</b> | <b>Rationale</b>                                                                                                                                                                                                                                                               |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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 the requirements of the LDC. A minor modification permitted by the LDC would be required for a small portion of the building setback along W. 56 <sup>th</sup> Avenue.                                                                      |
| 2. The application is consistent with the Arvada Comprehensive Plan;                                                                                                                                                                                                                                                                                                                                                                                                         | Complies       | The proposed use is consistent with the Mixed-Use designation for the property, as identified in the Comprehensive Plan.                                                                                                                                                       |
| 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 mixed-use nature of the MX-T zoning district. The project, as planned, will comply with the dimensional and development standards of the zoning district, with one modification as permitted by the LDC.                               |
| 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 and scale of the proposed use is consistent with the zoning and the mixed-use developments in New Town and the surrounding area. The traffic impact of this facility will likely be less than retail or office uses that could occupy this site.                      |
| 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 would 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 proposed use has been designed to minimize the impact on the adjacent mixed-use neighborhood, as the building will be constructed into the grade lessening the height of the building adjacent to Olde Town and all the parking will be located within the parking garage. |

During the Public Hearing the City Council will receive a presentation from the applicant and additional information from Arvada team members to support your consideration of the analysis of the LDC Approval Criteria.

### **Public Contact**

The required neighborhood meeting for this project took place on June 20, 2020. The applicant, staff and approximately 19 neighbors 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.

### **Commission Recommendation**

The Planning Commission voted 6-1 to recommend approval of the Conditional Use during the November 17, 2020 meeting.

### **Strategic Alignment**

The Planning Commission recommendation is based on their finding that the Conditional Use Permit for Olde Town Residences complies with the applicable Land Development Code approval criteria. In addition, the recommended action aligns with the Community and Economic Development Priority Area of the City Council Strategic Plan. Specifically, Strategic Result #1 establishes that *95% of development approvals conform to the City's Comprehensive Plan*.

### **Alternative Courses of Action**

N/A

### **Recommendation for Action**

The Arvada Team recommends that the City Council approve a Conditional Use Permit for Olde Town Residences, generally located at 7267 W 56th Avenue.

### **Suggested Motion:**

I move that a Conditional Use Permit for Olde Town Residences, generally located at 7267 W 56th Avenue, be (approved) (denied).

This motion is based on the findings of fact adopted by Planning Commission.

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:  
Sara Hutchinson, Administrative Specialist

Reviewed by:

Approved by:

|                                                                 |            |
|-----------------------------------------------------------------|------------|
| Cheryl Drake, Senior Planner                                    | 12/8/2020  |
| Josie Suk, Development Systems and Administrative Manager       | 12/10/2020 |
| Robert Smetana, Manager of City Planning and Development        | 12/10/2020 |
| Ryan Stachelski, Director of Community and Economic Development | 12/11/2020 |
| Hannah Gregory, Legal Administrative Assistant                  | 12/18/2020 |
| Emily Grogg, Senior Assistant City Attorney                     | 12/18/2020 |
| Rachel Morris, City Attorney                                    | 12/20/2020 |
| Lorie Gillis, Deputy City Manager                               | 12/22/2020 |
| Mark Deven, City Manager                                        | 12/22/2020 |



**SUBJECT:** Conditional Use Permit for Olde Town Residences, Generally Located at 7267 W  
56th Avenue (Item continued from December 7, 2020)

**PAGE:** 4  
**ITEM:** 10.E.

Enclosure, exhibits & attachments required to support the report

**City of Arvada**  
**Community and Economic Development Department**  
**PUBLIC HEARING STAFF REPORT**

**Olde Town Residences Conditional Use**  
**DA2020-0096**

**NATURE OF REQUEST**

Trammell Crow is requesting approval of a Conditional Use to allow for the development of a residential complex within the MX-T (Mixed Use - Transit) zoning district.

The applicant is proposing the development of a 252-unit apartment building located on a 3.94 acre site for a total density of 64 units/acre.

**LOCATION AND HISTORY**

The subject property is located at the northeast corner of Wadsworth ByPass and W. 56<sup>th</sup> Avenue and is currently vacant.



In 1981, the City Council held a public hearing and made a determination that blight existed within the Arvada City Center area. City Council approved an ordinance creating the Arvada Urban Renewal Authority and referred the ordinance to a vote of qualified electors. The ordinance was subsequently approved by the citizens of Arvada. The adoption of the Arvada City Center Urban Renewal Plan, rezoning of the area to PUD-BPR (Planned Unit Development – Business/Professional/Residential) and Outline Development Plan (ODP) followed. In May of 2020, the Land Development Code (LDC) was updated and the site was subsequently zoned MX-T (Mixed Use – Transit).

### **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 June 20, 2020. The applicant, staff, and approximately 19 neighbors were in attendance.

Some of the issues raised during the meeting included: parking, views from Olde Town, preservation of the tree canopy, and architecture.

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 September 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 only one review and, therefore will be presented to the Planning Commission within eight weeks of acceptance of the application.

### **ALIGNMENT WITH CITY COUNCIL STRATEGIC PLAN**

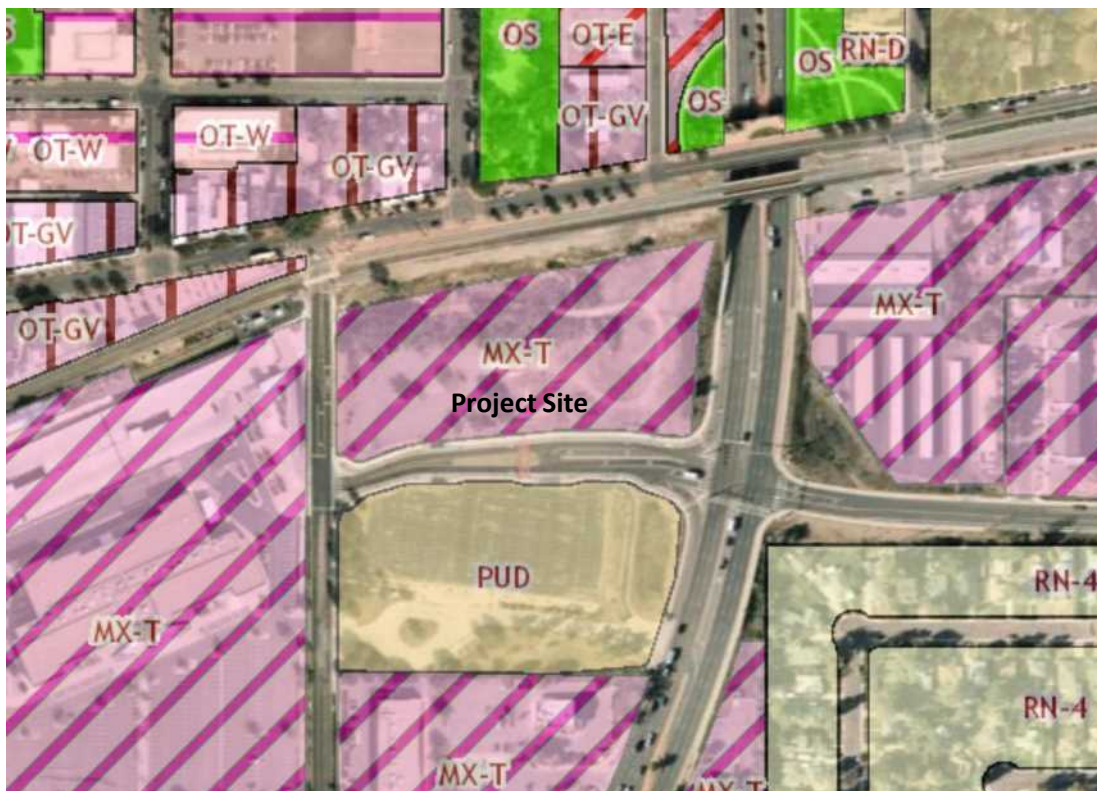
This project aligns with the Community and Economic Development strategic goals.

### **ZONING AND LAND USE**

The subject property is currently zoned MX-T (Mixed Use - Transit) and is approximately 3.94 acres in size.

Surrounding properties are zoned and utilized as follows:

| Direction | Zoning | Actual Use               |
|-----------|--------|--------------------------|
| North     | OT     | Residential & Commercial |
| South     | PUD    | Former RTD Park-n-Ride   |
| East      | MX-T   | Self-Storage             |
| West      | MX-T   | Transit Hub              |



## **PROJECT ANALYSIS**

### **Compliance with the Comprehensive Plan**

The future land use plan map of the Comprehensive Plan designates this site to be developed as identified in the Arvada Transit Station Framework Plan.

### **Arvada Transit Station Framework Plan**

The Arvada Transit Station Framework Plan was adopted in 2007 to address anticipated development that would occur at the three proposed transit stations within the City limits. The plan adopts the principles of transit-oriented development (TOD) and states that the densities planned for each station in Arvada try to push the envelope for creating higher density within Arvada. The Olde Town Station is envisioned to be a TOD with a vibrant urban village that preserves its historic fabric and allows new opportunities for living, employment, shopping, dining, and cultural experience. The plan establishes eight goals:

1. Providing a variety of employment, retail, and housing within walking distance of the transit station.
2. Providing parking to serve both the transit station and the Olde Town businesses and residents.
3. Preserving the historic fabric and scale of Olde Wadsworth and Grandview Avenue.
4. Preserving the “grand view” from Grandview.
5. Providing an opportunity for more intensive uses developed in the character of Olde Town.
6. Providing pedestrian connections between the historic Olde Town and the “new town” south of the tracks, keeping the historic character and scale of connections.
7. Creating bicycle and pedestrian linkages between the station and the Ralston Creek Regional Trail system, located north of the station.
8. Developing a unique character that supports the look and feel of Olde Town for Transit and capital improvements.

The plan for the Olde Town Station Area identifies two distinct development areas, Olde Town and New Town. The Olde Town Residences project is within the New Town District. The New Town District describes the design and placement of buildings which will create a historic main street character with buildings facing the street and parking located on-street, behind, or underneath buildings. A gateway at the intersection of Olde Wadsworth and Grandview, as well as community public space along Vance provide character and identity for the New Town District. The character of Olde Wadsworth in the Olde Town District is anticipated to carry south into the New Town District south to W. 55<sup>th</sup> Avenue through the continuation of street width, streetscape improvements and building placement along Olde Wadsworth. The plan anticipates mixed use development up to six stories in height if compatible with the adjacent historic character. Goals of the plan include three-story building facades with upper stories setback, preservation of views from Grandview Avenue at specific locations and ground floor commercial/office uses.

The following goals and policies are included within the Comprehensive Plan:



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

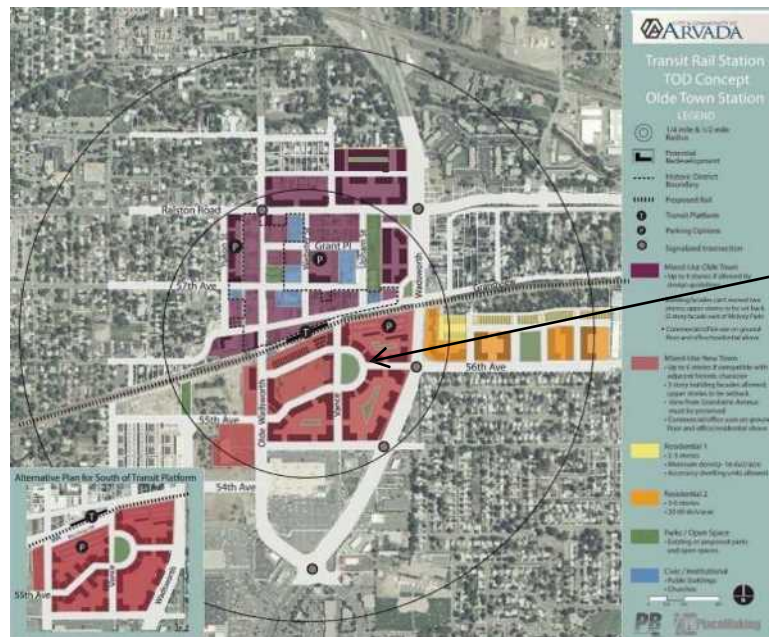
Mixed-use areas are envisioned as strategically located, high-intensity, pedestrian-oriented activity areas providing a range of retail business, civic, cultural, and residential opportunities for the surrounding trade area. Mixed-use should be located in urban centers or designated corridors and should 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 designated as a focalpoint;
- Transit service;
- Pedestrian-oriented site design; and
- Interconnected network of multi-modal streets linking to surrounding areas.

Goal L-4: Promote mixed-use, transit-oriented development.

## Policy L-4.1: Transit-oriented Development

The City will plan for and encourage higher-intensity, mixed-use development near future transit station locations identified in the Land Use Plan. Transit-oriented projects should take into consideration factors such as mixed-use development, sustainable design, and design for pedestrians around transit facilities.



Transit Framework Plan

Project

The project is consistent with the stated goals and policies of the Comprehensive Plan.

### **Setbacks**

The MX-T zoning district requires that urban multifamily buildings and small urban parks be located with a 10 to 20-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 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 with a minor modification as permitted by the LDC. The application will comply with the side and rear setbacks.

### **Building Height**

The maximum building height allowed in this portion of the MX-T zoning district is 65 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 64 feet. The building would consist of four stories of residential units on top of a garage which is partially one level and partially two levels of structured parking. The west facade along Vance Street will be faced with a two-story townhome style element, lessening the impact of the six-story portion of the structure behind it. The site has a significant grade change from the north edge to the south edge. The structure will be built into the hillside making it appear as a three to four-story structure on the north side and a six-story structure on the south side.

### **Open Space**

The MX-T zoning district requires that a minimum of 10 percent of the site be landscape surface area, and that eight percent of the site be designated as a small urban park.

As mentioned above, the specific amount of landscape surface area will be reviewed as part of a Site Plan. However, the conceptual plan indicates that over 38 percent of the site will be landscaped.

### **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. The conceptual plan only indicates a small area of fencing associated with a dog park. This fencing will need to comply with the LDC standards

### **Building Design**

The applicant has proposed four stories of residential units on top of a garage which is partially one level and partially two levels of structured parking. The west facade along Vance Street will be faced with a two-story townhome style element, lessening the impact of the six-story portion of the structure behind it. The site has a significant grade change from the north edge to the south edge. The structure will be built into the hillside making it appear as a three to four-story structure on the north side and a six-story structure on the south side

The conceptual plan shows a flat roof structure which will present a six-story façade along W. 56<sup>th</sup> Avenue and Wadsworth ByPass, a two-story façade along Vance Street, and a three to four-story façade with open courtyards on the north side adjacent to Grandview Avenue. Compatibility with the character of Olde Town has been addressed by incorporating two-story architecture with more traditional styling in portions of the building that are in closer proximity to Olde Town. Red and tan brick tones are used to incorporate Olde Town design elements. The individual street entries into the Vance Street units and six of the W. 56<sup>th</sup> Avenue units emphasize the pedestrian character which defines Olde Town. In addition, the first floor of the Vance Street units, the leasing office and lounge have expansive glazing reminiscent of the storefront design typical in Old Town. Contemporary elements are reserved for the southern and eastern facades.

### **Circulation and Connectivity**

Primary access into the project is planned from the existing right-of-way of W. 56th Avenue. There will be no vehicular access to the site from Vance Street or Wadsworth ByPass. The RTD G-Line station in Olde Town is walking distance to the apartments and each roadway on all three sides of the development provides adequate sidewalk connectivity for future residents.

It is estimated that the project will have 1,184 daily total trips with 78 trips in the AM peak hour and 98 trips in the PM peak hour. This includes trip reductions from mode split and internal capture due to the project's proximity to the Olde Town Transit Hub and the dense and mixed-use nature of the area. Due to the proposed walkable design of the project, the proximity to the Arvada Olde Town Transit Hub, and the Olde Town commercial destinations, pedestrian volumes could increase in the immediate area. Pedestrian safety measures including sidewalks, a crosswalk and ADA ramps will be incorporated into the final design.

### **Grading and Drainage**

There is a 35-foot change in elevation from the north side of the property to the south side. The structure is proposed to be constructed into the hillside with the garage wall serving to retain one level of the garage. The northern portion of the site will be regraded to allow for positive drainage into inlets serving the underground storm sewer lines. Two-story units along Vance Street will climb the hillside, providing a face for the four-story structure behind. Retaining walls, averaging three feet in height, will be

### **Grading and Drainage**

There is a 35-foot change in elevation from the north side of the property to the south side. The structure is proposed to be constructed into the hillside with the garage wall serving to retain one level of the garage. The northern portion of the site will be regraded to allow for positive drainage into inlets serving the underground storm sewer lines. Two-story units along Vance Street will climb the hillside, providing a face for the four-story structure behind. Retaining walls, averaging three feet in height, will be incorporated along the Vance Street edge to minimize site grading. Stormwater detention and water quality will be provided in an underground vault.

### **Parking and Loading**

## Staff Report

Page 8.

Per Division 4-5-2 of the LDC, a multifamily development is required to provide 1.4 to 2.5 parking spaces per unit depending on the number of bedrooms in the units. In addition, the LDC permits up to a 20 percent reduction of the standard requirement for properties located in Off-Street Parking Reduction Zone B where this property is located. Based on the anticipated unit break down for the project, the LDC would require a total of 346 spaces. The conceptual plan indicates that 368 spaces will be provided. Additionally, bicycle parking spaces will be provided for residents.

The loading area for the building is intended to be located within the parking garage.

### Utility Services

All utilities are available for this project.

### Police and Fire Protection

Police and fire protection are 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 3 of the Land Development Code, and presents the following findings:

| 8-3-5-1 Conditional Use Permit Approval Criteria<br>(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 the requirements of the LDC. A minor modification permitted by the LDC would be required for a small portion of the building setback along W. 56 <sup>th</sup> Avenue. |
| 2. The application is consistent with the Arvada Comprehensive Plan;                                                                                                                                                                                                                                                                                                                                                                                                         | Complies | The proposed use is consistent with the Mixed-Use designation for the property, as identified in the Comprehensive Plan.                                                                                  |

|                                                                                                                                                                                                                                                                                                                |          |                                                                                                                                                                                                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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 mixed-use nature of the MX-T zoning district. The project, as planned, will comply with the dimensional and development standards of the zoning district, with one modification as permitted by the LDC.                               |
| 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 and scale of the proposed use is consistent with the zoning and the mixed-use developments in New Town and the surrounding area. The traffic impact of this facility will likely be less than retail or office uses that could occupy this site.                      |
| 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 would 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 proposed use has been designed to minimize the impact on the adjacent mixed-use neighborhood, as the building will be constructed into the grade lessening the height of the building adjacent to Olde Town and all the parking will be located within the parking garage. |

### **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.



**PROJECT NARRATIVE**  
**Conditional Use Permit Application**  
**for**  
**OLDE TOWN RESIDENCES**  
**West 56<sup>th</sup> Avenue and Wadsworth Bypass**  
**Arvada, Colorado**  
**September 18, 2020**

## **I. Introduction / Overall Project Goals**

Trammell Crow Company/High Street Residential (TCC) is submitting the attached project documents for review by the City of Arvada's staff to obtain approval for a Conditional Use Permit (CUP) for a proposed residential project. This application includes, the proposed conceptual site plan, architectural elevations, and colored renderings, as well as the other project reports required as part of the project's CUP application checklist. The project is designed in accordance with the site's current zoning district, MX-T-65.

The overall vision for this residential project meets the City of Arvada's Comprehensive Plan goals by encouraging walkability, transit ridership, and high density residential projects that support transit and local business, and more particularly the Olde Town G-Line Station and Olde Town Arvada. The vision of new residential development in the "Mixed-Use New Town District" is incorporated into Arvada's Comprehensive plan through the Arvada Transit Station Framework Plan (TSFP).

## **II. Development Program / Description**

The Project will be a for-rent multifamily building generally comprised of 252 apartment homes on four floors over a 2-level podium parking garage. Two-story townhomes will wrap the building along W. 56<sup>th</sup> Avenue and Vance Street with the individual entrances activating the pedestrian experience and creating an architectural rhythm reminiscent of storefronts. The lobby and amenity space are located along W. 56<sup>th</sup> Avenue and will further animate the pedestrian experience. The building will be set within high quality landscaping on all sides, including streetscapes, plazas, small urban parks, and an urban forest.

The overall guiding principles of design were to create a high-quality multifamily product previously unexperienced in Arvada that maximized density on the pedestrian and transit-oriented site, connecting the "Mixed-Use New Town District" south of the train tracks to Olde

Town, while using design and sustainable materials to complement Olde Town as well as setting an example of design vernacular for New Town.

### III. Conditional Use Permit Summary of Compliance

The Olde Town TOD project adds residents within walking distance of the Olde Town District and its many businesses. It is within walking distance of the new Transit Hub and its bus and rail facilities. It also redevelops underutilized parcels that are producing little or no tax revenue for the City of Arvada and increases the future tax base for the City. The project adds to Arvada's diverse housing stock and the new residents are estimated to spend \$6.4 million annually in Arvada. The infill residential project also adds density adjacent to transit, which promotes walkability, reduces sprawl, and utilizes existing roads, water, storm, and sewer infrastructure and maintenance. The site plan is consistent with the Comprehensive Plan that calls for up to 6 stories in the Mixed-Use New Town. This proposed residential project is located on the northern portion of the overall development and addresses the Mixed-Use vision of the Plan by combining residential use with the proposed commercial hotel and retail project uses located south of W. 56<sup>th</sup> Avenue.

There are 6 criteria for approval of the Conditional Use Permit and each of these criteria are satisfied by the proposed Project. Residential use within this mixed-use development responds to the Arvada Comprehensive Plan and Transit Framework Plan goals. Those goals include providing a variety of employment, retail, and housing within walking distance of the transit station, adding density around the TOD station, supporting Olde Town businesses, and connecting the Olde Town area to the New Town with quality design that promotes pedestrian connections between the two areas.

| Conditional Use Permit Criteria                                                                                                                                                                                                                                                                                                                                                                                                                                             | Project Response                                                                                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. The application complies with the applicable standards of the 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; | Our project complies with the applicable standards of the LCD and other adopted City ordinances, resolutions, and regulations. The site zoning allows residential use. |

|                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2. The application is consistent with the Arvada Comprehensive Plan;                                                                                                                                                                                                                                           | The Comprehensive Plan speaks to this site as Mixed-Use and part of the Transit Framework Plan. The proposed project is the residential component of the overall mixed-use project that includes: Residential (north parcel), Commercial and Retail (south parcel).                                                                                                                                                                                                                                                                    |
| 3. The use is consistent with the purpose and intent of the zoning district in which it is located;                                                                                                                                                                                                            | Zoning district is MX-T-65, which includes residential as a permitted use. Project is consistent with the intent of the zone 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;                                                                                              | Project is the appropriate size, scale, height, and density for the New Town area. Traffic Impact Study shows no adverse impacts. This project is the perfect bridge between the big box development to the south and the Olde Town District. The residential use will help both Olde Town and New Town businesses by adding to the residential base of the 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 | All existing infrastructure supports the proposed project.                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 6. The application mitigates any adverse impacts on the surrounding area to the degree practicable.                                                                                                                                                                                                            | Special attention has been taken to preserve view corridors, particularly from the Transit Station, by setting the building back from Vance Street and Grandview, introducing 2 story height buildings to the Vance Street frontage, screening parking from pedestrian oriented streets, opening courtyards to views from the District, increasing open space in excess of zoning requirements, and including multiple urban parks and upgraded pedestrian connections to enhance the connections between the Olde and New town areas. |

We look forward to receiving your comments and working with the City on this project.



A PARCEL OF LAND DESCRIBED AS LOT 1 OF OLDE TOWN RESIDENCES MINOR PLAT, IN THE CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO, PER PLAT RECORDED AT RECEPTION NO. \_\_\_\_\_ IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY. THE PARCEL OF LAND CONTAINS 171,441 SQUARE FEET OR 3.936 ACRES, MORE OR LESS.



PROJECT NORTH





**OLDE TOWN  
RESIDENCES**  
W 56TH AVE & WADSWORTH  
BYPASS  
ARVADA, CO 80002

| Δ | DATE | REVISION |
|---|------|----------|
|   |      |          |
|   |      |          |
|   |      |          |

Professional Seal

**CONDITIONAL USE  
PERMIT**  
Project No: 16-102.01  
Date: 09/18/2020  
Scale: Checker

Conceptual  
Site and  
Landscape Plan



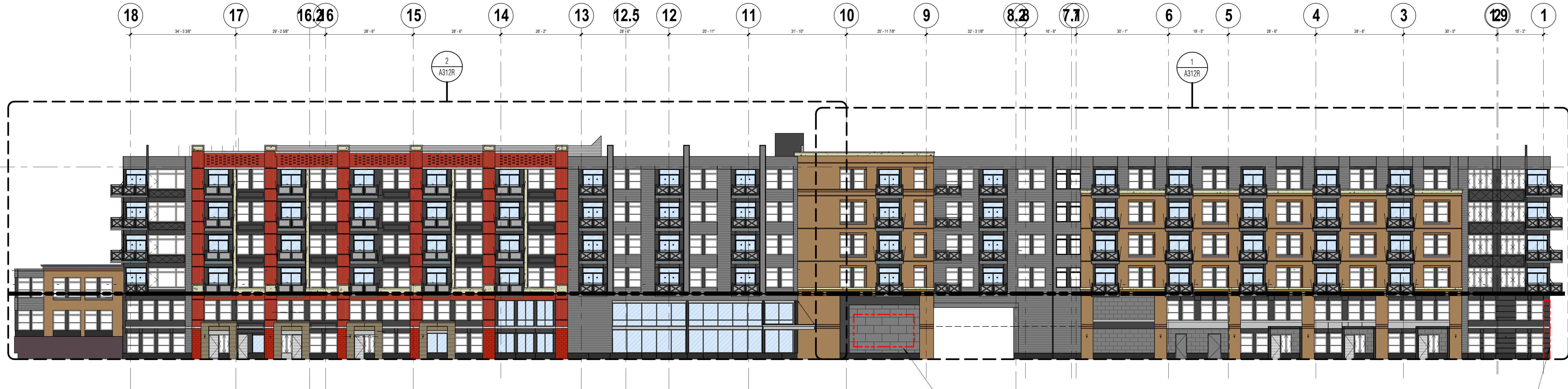
C:\Users\bevans\Documents\Arvada Olde Town\_SHELL\_CORE\_CENTRAL\_bevans9FLTA.rvt

8/25/2020 7:38:29 PM



2 RENDERED NORTH ELEVATION  
1/16" = 1'-0"

(ELEVATION FACES GRANDVIEW AVE.)



1 RENDERED SOUTH ELEVATION  
1/16" = 1'-0"

(ELEVATION FACES W. 56TH AVE.)

#### GENERAL NOTES

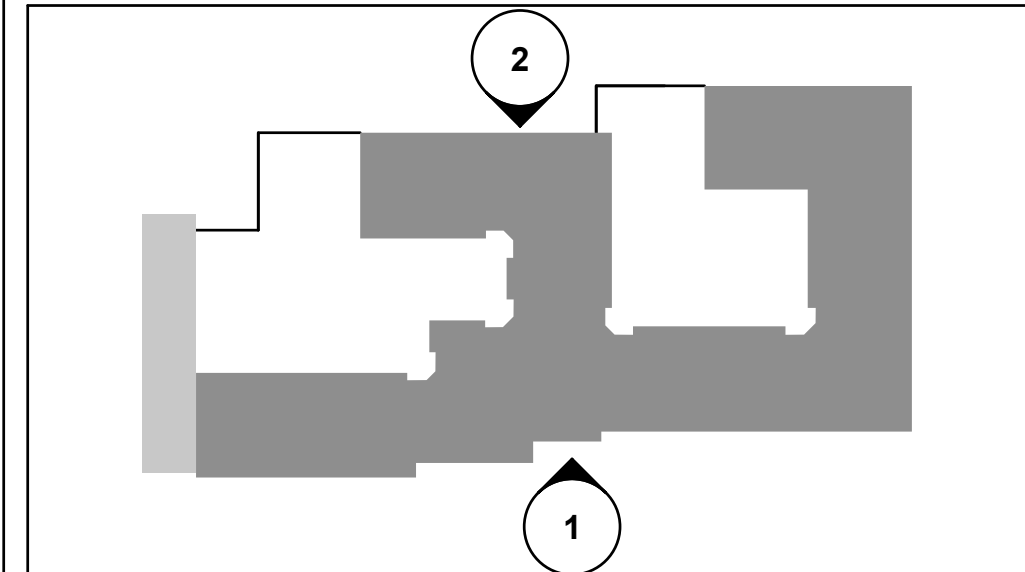
- 238 UNITS HAVE BEEN PROVIDED WITH A PRIVATE OUTDOOR YARD, PATIO OR BALCONY WITH A MINIMUM 6 FEET LENGTH IN AT LEAST ONE DIRECTION PER SECTION 6.6.4.E OF THE LDC.
- MATERIAL CHANGES PROVIDE AT LEAST TWO TEXTURE CHANGES SO THAT WALLS DO NOT READ AS ONE MATERIAL.
- PROVIDED WALL PROFILE OR SURFACE CHANGES TO CREATE A STEP RELIEF PROFILE BETWEEN UNITS AND BETWEEN MATERIALS TO GENERATE SHADOW LINES AND DEPTH.
- FOR FACADES/ROOF LINES GREATER THAN 100' IN LENGTH, MODIFICATION TO SECTIONS 6.6.4.D AND 6.6.4.F.1 HAS BEEN APPROVED AT PDP.
- ALTERNATE: SUBSTITUTE PATTERNED RAILING with STANDARD PICKET RAILING; DELETE TIEBACKS; See Renderings

#### MATERIALS LIST

|  |                                             |  |                               |
|--|---------------------------------------------|--|-------------------------------|
|  | CAST STONE / PRECAST                        |  | WOOD PANEL                    |
|  | GARAGE LOUVER SCREEN                        |  | METAL CANOPY - GREY           |
|  | DETAILED FIBER CEMENT PANEL - CHARCOAL GREY |  | STEEL C-CHANNEL PAINTED BLACK |
|  | FIBER CEMENT - (LIGHT TAN / WARM GREY)      |  | BASE (BLACK GRANITE / STONE)  |
|  | FIBER CEMENT - (METAL PANEL - GREY)         |  | METAL BALCONY RAILING         |
|  | DETAILED BRICK SURFACE                      |  | TYP RESIDENTIAL WINDOW        |
|  | BRICK (TAN / RED)                           |  | TYP STOREFRONT WINDOW         |
|  | BRICK WATERTABLE                            |  |                               |

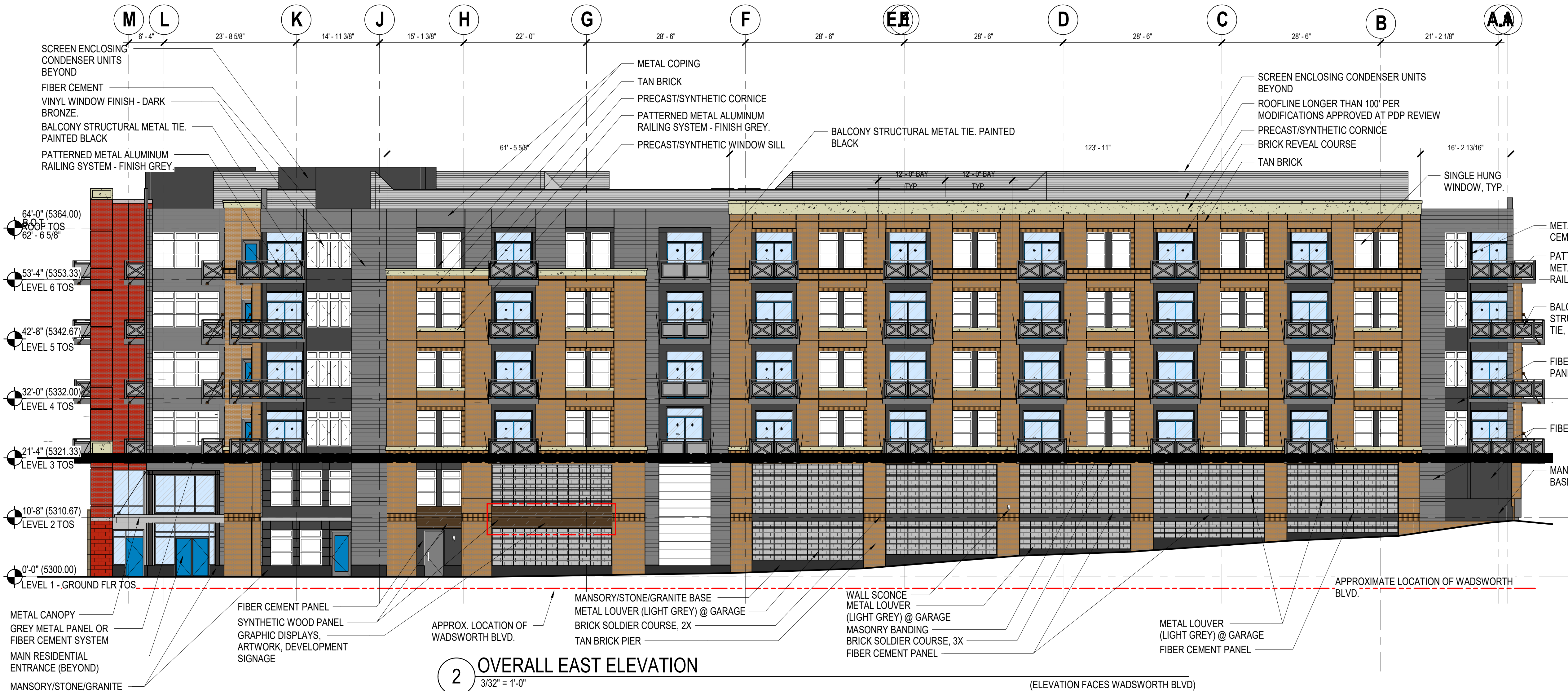
#### KEY PLAN

N.T.S.

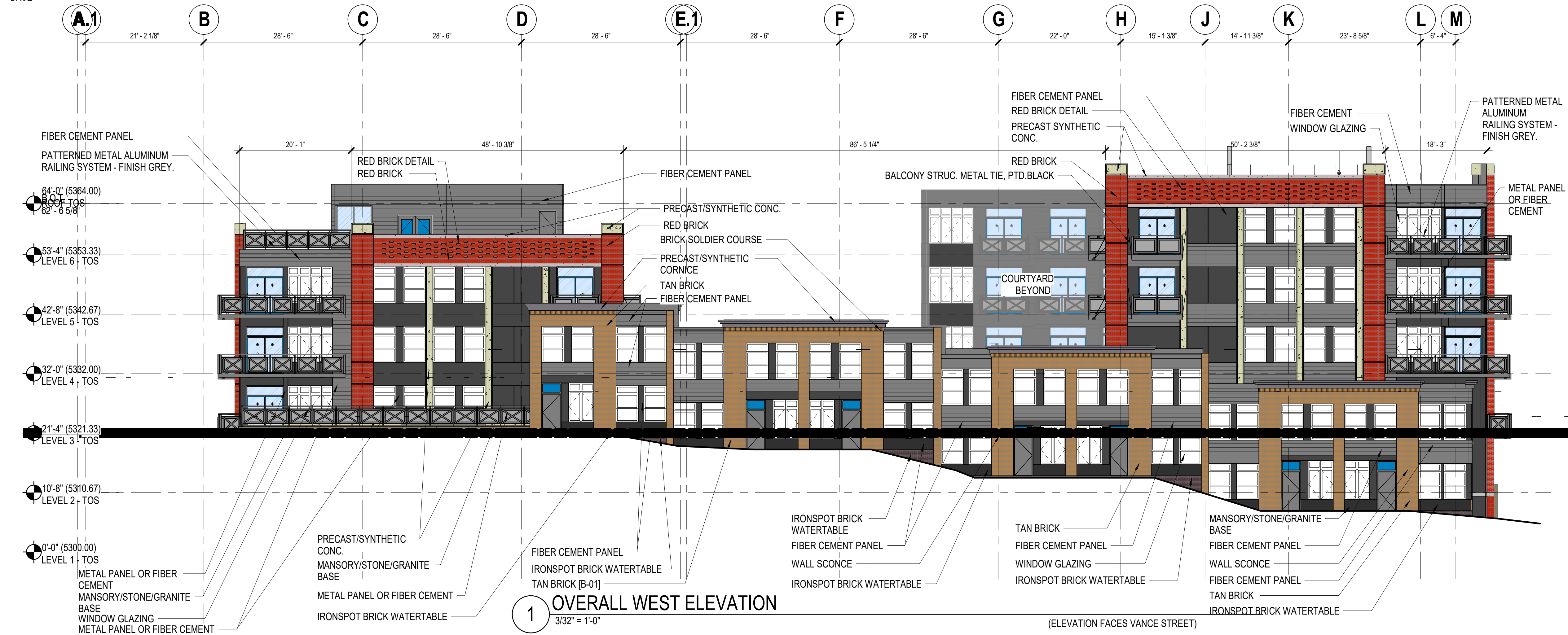




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2 OVERALL EAST ELEVATION  
3/32" = 1'-0"



1 OVERALL WEST ELEVATION  
3/32" = 1'-0"

GENERAL NOTES

- 238 UNITS HAVE BEEN PROVIDED WITH A PRIVATE OUTDOOR YARD, PATIO OR BALCONY WITH A MINIMUM 6 FEET LENGTH IN AT LEAST ONE DIRECTION PER SECTION 6.6.4.E OF THE LDC.
- MATERIAL CHANGES PROVIDE AT LEAST TWO TEXTURE CHANGES SO THAT WALLS DO NOT READ AS ONE MATERIAL.
- PROVIDED WALL PROFILE OR SURFACE CHANGES TO CREATE A STEP RELIEF PROFILE BETWEEN UNITS AND BETWEEN MATERIALS TO GENERATE SHADOW LINES AND DEPTH.
- FOR FACADES/ROOF LINES GREATER THAN 100' IN LENGTH, MODIFICATION TO SECTIONS 6.6.4.D AND 6.6.4.F.1 HAS BEEN APPROVED AT PDP
- ALTERNATE: SUBSTITUTE PATTERNED RAILING with STANDARD PICKET RAILING; DELETE TIEBACKS; See Renderings

FACADE DESIGN FEATURES (EAST)

(FACADE ELEMENTS MUST EQUAL MIN. 60% OF FACADE)

CALCULATION:  
FACADE DESIGN FEATURE (HORIZ. LENGTH) /  
OVERALL FACADE (HORIZ. LENGTH)

· OVERALL LENGTH = 224'-5"  
· FACADE FEATURE LENGTH = 145'-7"  
145'-7" / 224'-5" x 100 = 65%

FACADE DESIGN FEATURES (WEST)

(FACADE ELEMENTS MUST EQUAL MIN. 60% OF FACADE)

CALCULATION:  
FACADE DESIGN FEATURE (HORIZ. LENGTH) /  
OVERALL FACADE (HORIZ. LENGTH)

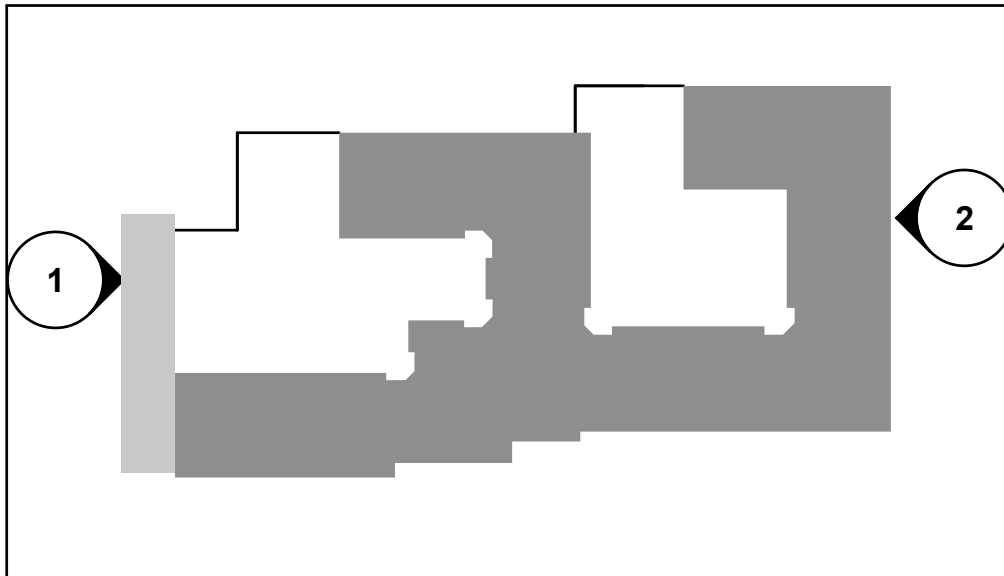
· OVERALL LENGTH = 169'-0"  
· FACADE FEATURE LENGTH = 128'-4"  
128'-4" / 169'-0" x 100 = 76%

MATERIALS LIST

|  |                                             |  |                               |
|--|---------------------------------------------|--|-------------------------------|
|  | CAST STONE / PRECAST                        |  | WOOD PANEL                    |
|  | GARAGE LOUVER SCREEN                        |  | METAL CANOPY - GREY           |
|  | DETAILED FIBER CEMENT PANEL - CHARCOAL GREY |  | STEEL C-CHANNEL PAINTED BLACK |
|  | FIBER CEMENT - (LIGHT TAN / WARM GREY)      |  | BASE (BLACK GRANITE / STONE)  |
|  | FIBER CEMENT - (METAL PANEL - GREY)         |  | METAL BALCONY RAILING         |
|  | DETAILED BRICK SURFACE                      |  | TYP RESIDENTIAL WINDOW        |
|  | BRICK (TAN / RED)                           |  | TYP STOREFRONT WINDOW         |
|  | BRICK WATERTABLE                            |  |                               |

KEY PLAN

N.T.S.



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Trammell Crow Company

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Structural Engineers  
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**OLDE TOWN  
RESIDENCES**  
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BYPASS  
ARVADA, CO 80002

Professional Seal

**SITE PLAN  
SUBMITTAL**

Project No: 16-102.01  
Date: 09/18/2020  
Scale: AS NOTED

**COLORED  
RENDERING  
OVERALL E. &  
W. ELEVATIONS**

**A311R**

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2 RENDERED ENLARGED SOUTH ELEVATION  
3/32" = 1'-0"

(ELEVATION FACES W 56TH AVENUE)



1 RENDERED ENLARGED SOUTH ELEVATION  
3/32" = 1'-0"

(ELEVATION FACES W 56TH AVENUE)

### GENERAL NOTES

- 238 UNITS HAVE BEEN PROVIDED WITH A PRIVATE OUTDOOR YARD, PATIO OR BALCONY WITH A MINIMUM 6 FEET LENGTH IN AT LEAST ONE DIRECTION PER SECTION 6.6.4.E OF THE LDC.
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- ALTERNATE: SUBSTITUTE PATTERNED RAILING with STANDARD PICKET RAILING; DELETE TIEBACKS; See Renderings

### FACADE DESIGN FEATURES (SOUTH)

(FACADE ELEMENTS MUST EQUAL MIN. 60% OF FACADE)

CALCULATION:  
FACADE DESIGN FEATURE (HORIZ. LENGTH) /  
OVERALL FACADE (HORIZ. LENGTH)

|                             |   |             |
|-----------------------------|---|-------------|
| OVERALL LENGTH              | = | 500'-1 1/2" |
| FACADE FEATURE LENGTH       | = | 334'-7"     |
| 334'-7" / 500'-1 1/2" x 100 | = | 66.90%      |

### MATERIALS LIST

|                                             |                               |
|---------------------------------------------|-------------------------------|
| CASE STONE / PRECAST                        | WOOD PANEL                    |
| GARAGE LOUVER SCREEN                        | METAL CANOPY - GREY           |
| DETAILED FIBER CEMENT PANEL - CHARCOAL GREY | STEEL C-CHANNEL PAINTED BLACK |
| FIBER CEMENT - (LIGHT TAN / WARM GREY)      | BASE (BLACK GRANITE / STONE)  |
| FIBER CEMENT - (METAL PANEL - GREY)         | METAL BALCONY RAILING         |
| DETAILED BRICK SURFACE                      | TYP RESIDENTIAL WINDOW        |
| BRICK (TAN / RED)                           | TYP STOREFRONT WINDOW         |
| BRICK WATERTABLE                            |                               |

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ARVADA, CO 80002

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Professional Seal

### SITE PLAN SUBMITTAL

Project No: 16-102.01  
Date: 09/18/2020  
Scale: AS NOTED

COLORED  
RENDERING  
ENLARGED  
SOUTH  
ELEVATION

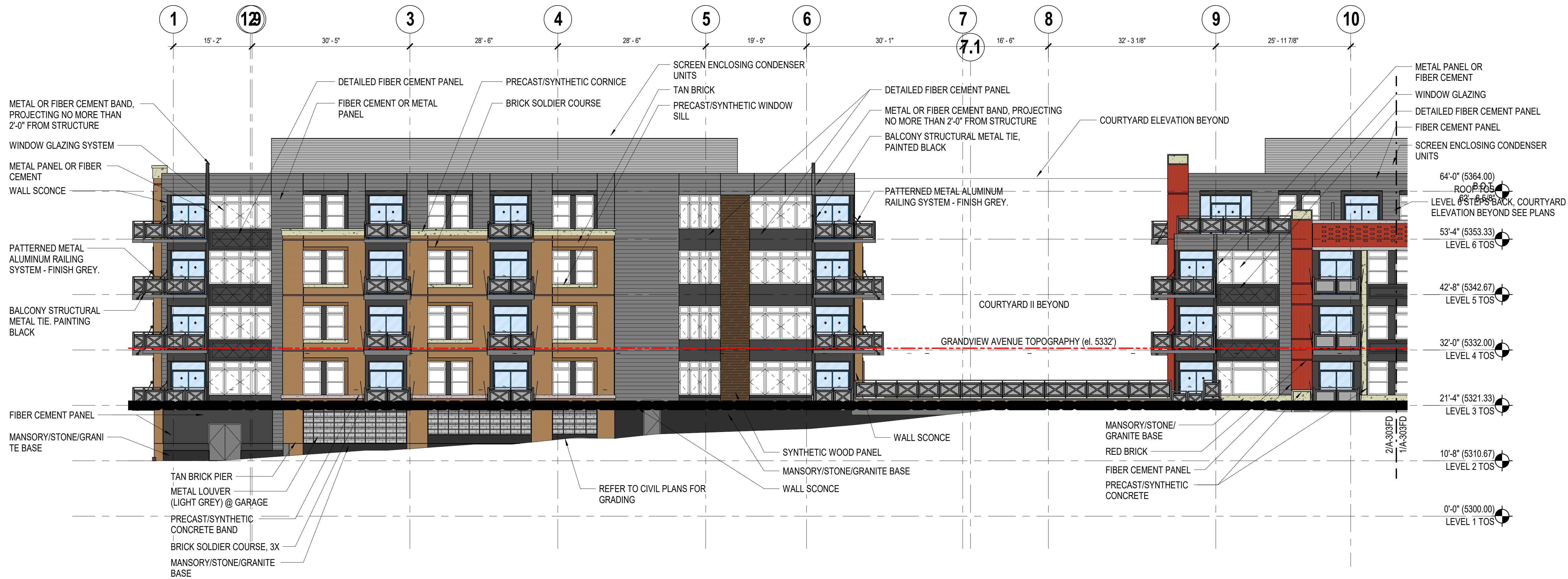
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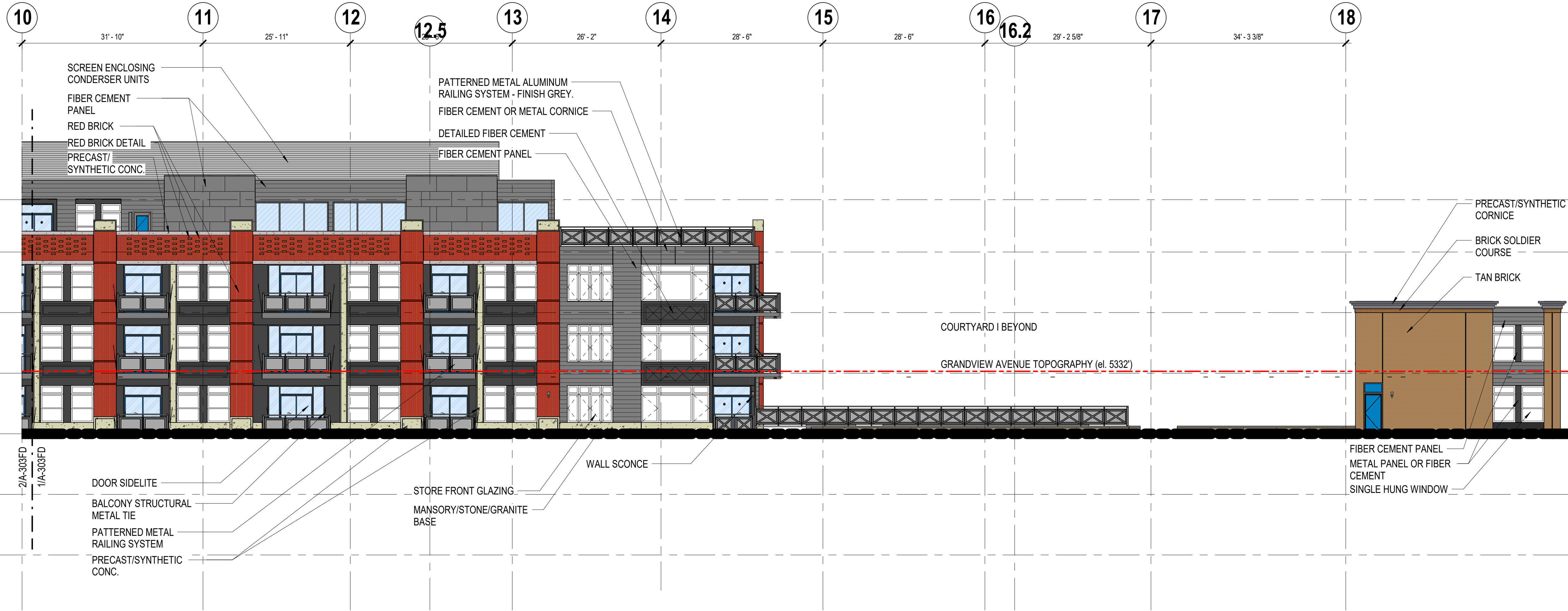
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8/25/2020 7:42:11 PM



2 RENDERED ENLARGED NORTH ELEVATION  
3/32" = 1'-0"

(ELEVATION FACES GRANDVIEW AVE)



1 RENDERED ENLARGED NORTH ELEVATION  
3/32" = 1'-0"

(ELEVATION FACES GRANDVIEW AVE)

### GENERAL NOTES

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### MATERIALS LIST

|  |                                             |  |                               |
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|  | FIBER CEMENT - (METAL PANEL - GREY)         |  | METAL BALCONY RAILING         |
|  | DETAILED BRICK SURFACE                      |  | TYP RESIDENTIAL WINDOW        |
|  | BRICK (TAN / RED)                           |  | TYP STOREFRONT WINDOW         |
|  | BRICK WATERTABLE                            |  |                               |

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OLDE TOWN  
RESIDENCES

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BYPASS  
ARVADA, CO 80002

| DATE | REVISION |
|------|----------|
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|      |          |

Professional Seal

**SITE PLAN  
SUBMITTAL**

Project No: 16-102.01  
Date: 09/18/2020  
Scale: AS NOTED

**COLORED  
RENDERING  
ENLARGED  
NORTH  
ELEVATION**

**A313R**

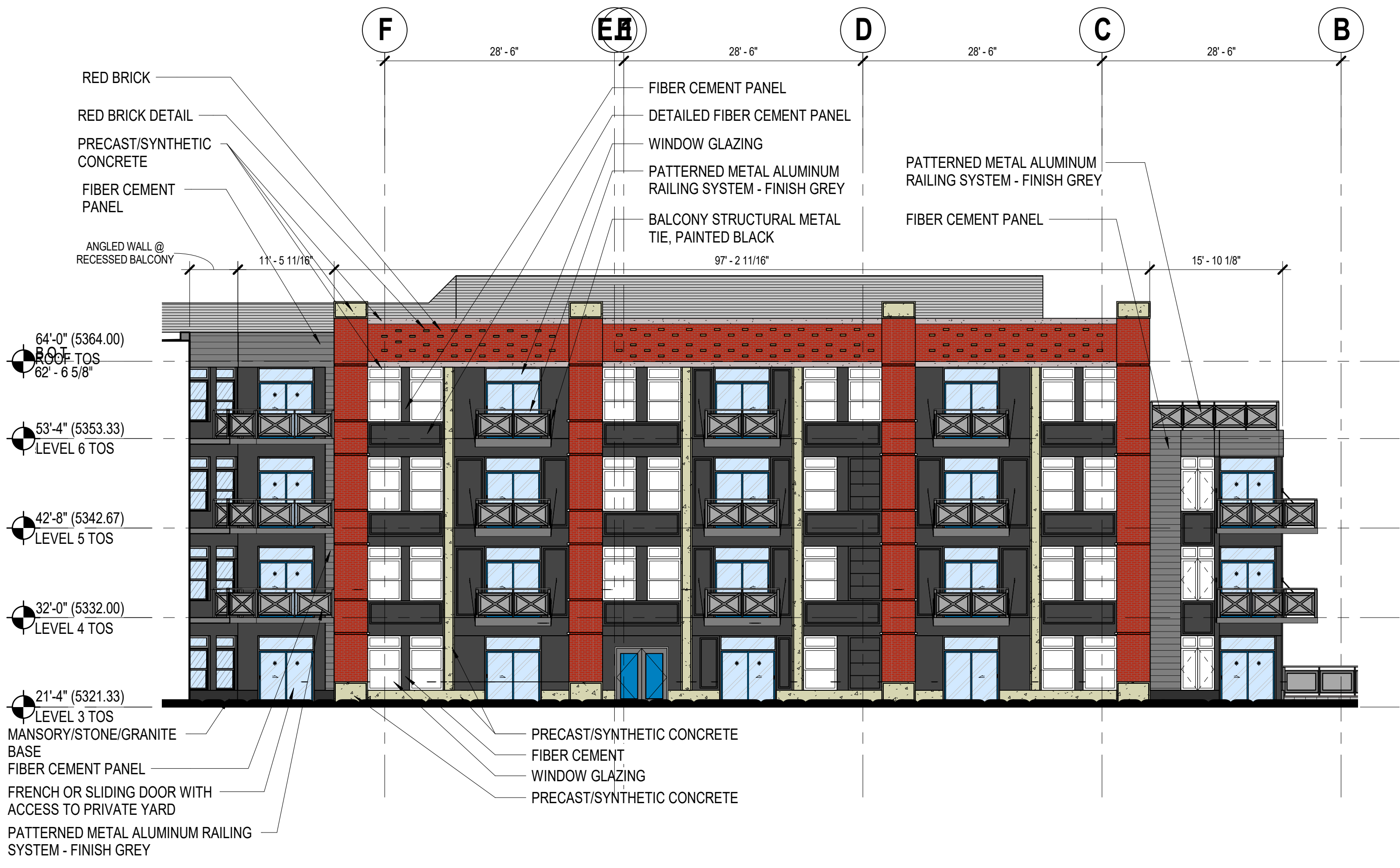
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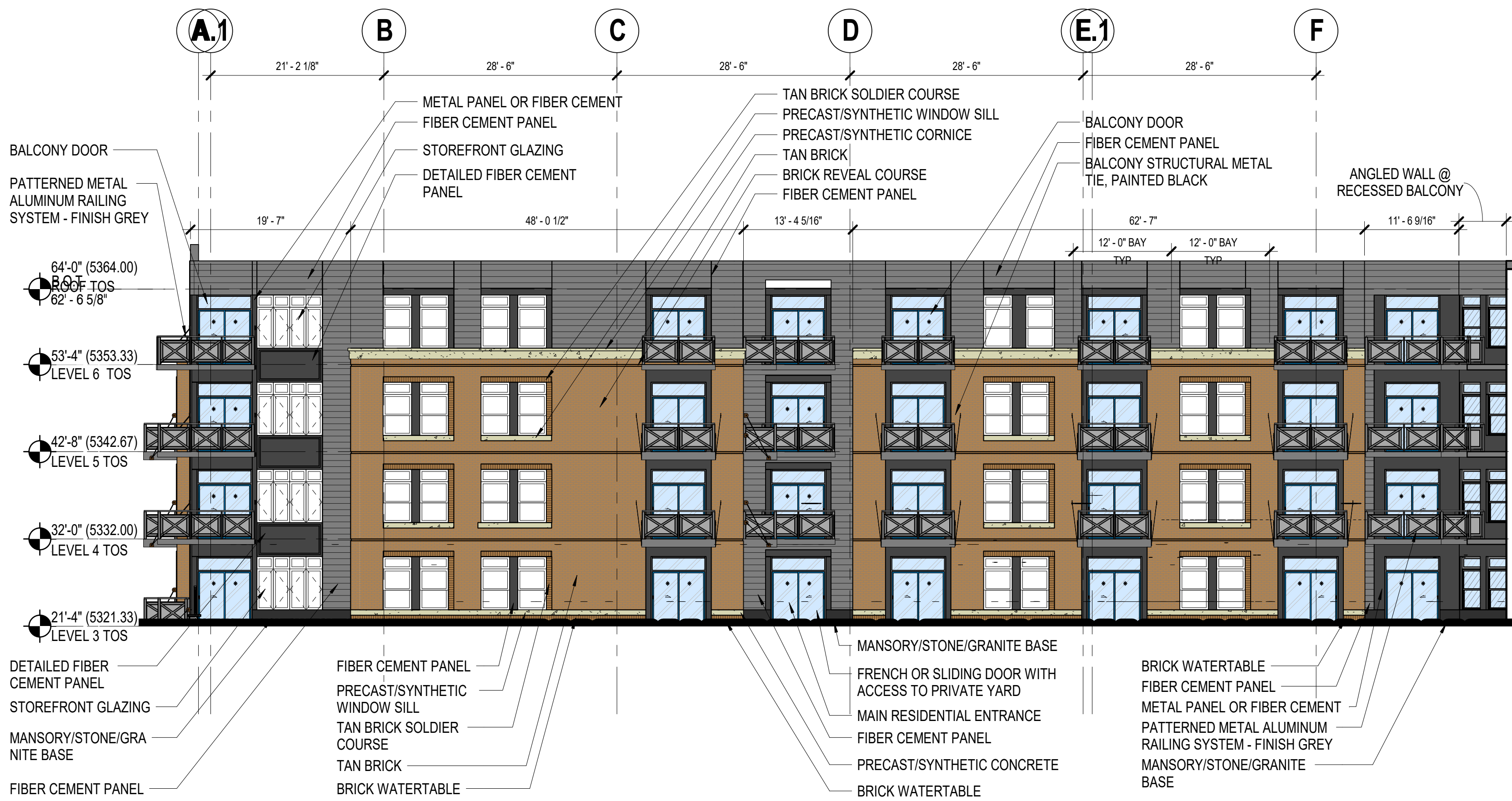
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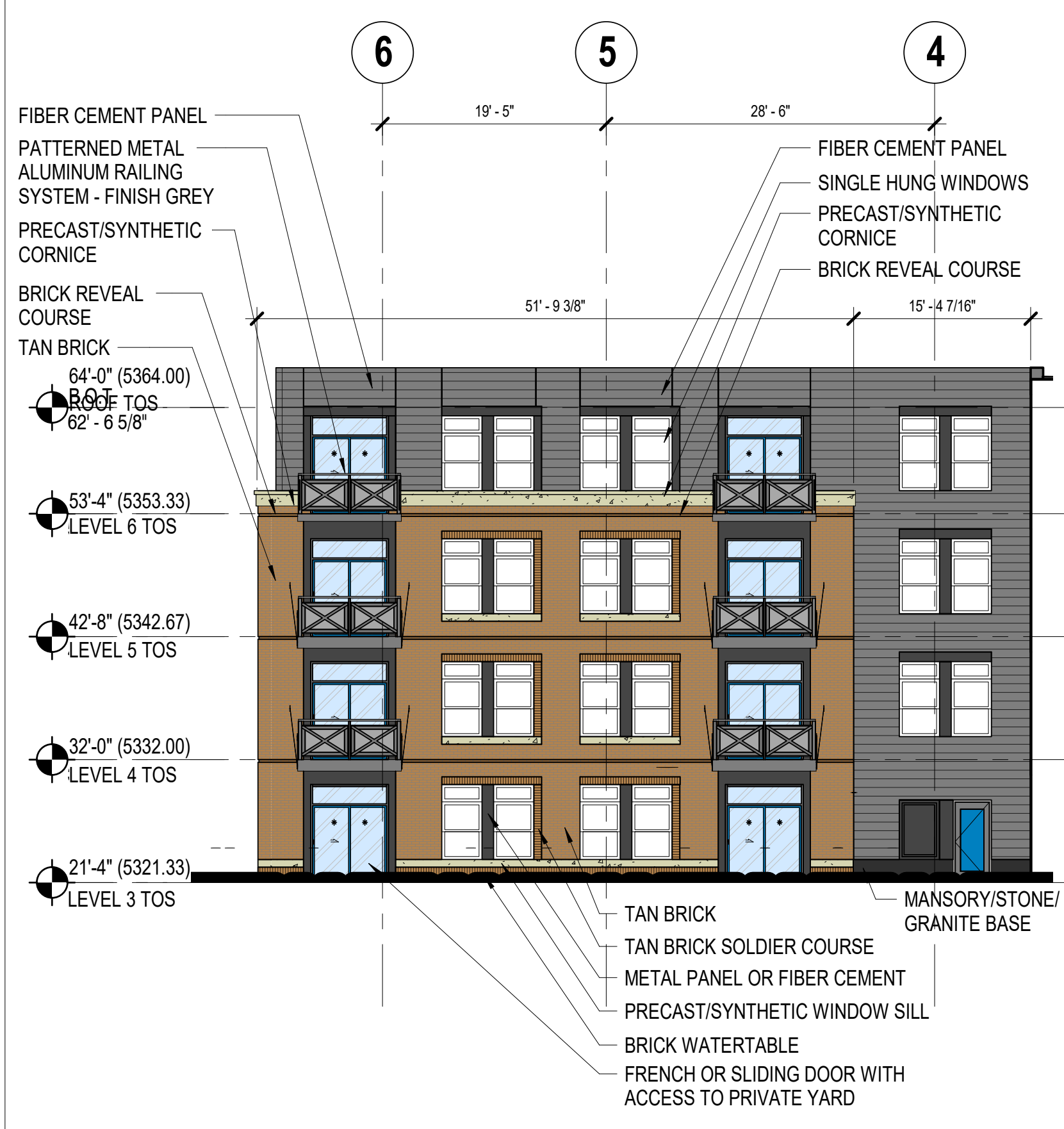
4 RENDERED EAST COURTYARD - NORTH ELEVATION  
3/32" = 1'-0"



3 RENDERED EAST COURTYARD - EAST ELEVATION  
3/32" = 1'-0"



2 RENDERED EAST COURTYARD - WEST ELEVATION  
3/32" = 1'-0"



1 RENDERED EAST COURTYARD - SOUTH ELEVATION  
3/32" = 1'-0"

## GENERAL NOTES

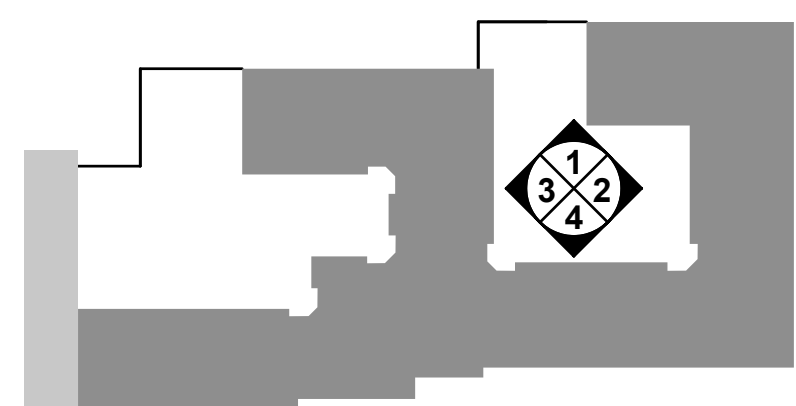
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## MATERIALS LIST

|  |                                             |  |                               |
|--|---------------------------------------------|--|-------------------------------|
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|  | FIBER CEMENT - (METAL PANEL - GREY)         |  | METAL BALCONY RAILING         |
|  | DETAILED BRICK SURFACE                      |  | TYP RESIDENTIAL WINDOW        |
|  | BRICK (TAN / RED)                           |  | TYP STOREFRONT WINDOW         |
|  | BRICK WATERTABLE                            |  |                               |

## KEY PLAN

N.T.S.



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BYPASS  
ARVADA, CO 80002

| DATE | REVISION |
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|      |          |
|      |          |
|      |          |
|      |          |

Professional Seal

**SITE PLAN  
SUBMITTAL**

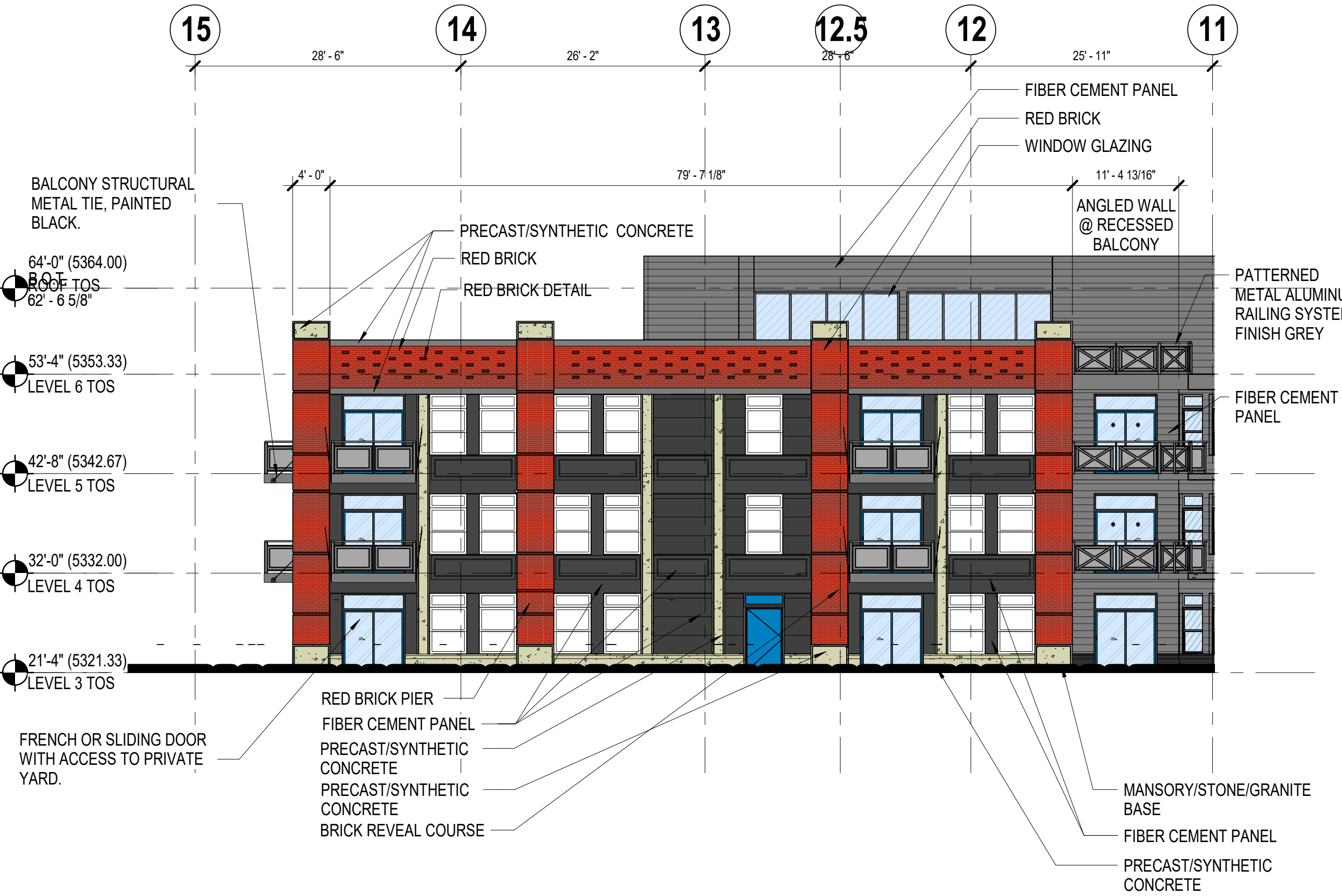
Project No: 16-102.01  
Date: 09/18/2020  
Scale: AS NOTED

**COLORED  
RENDERING  
COURTYARD II  
ELEVATIONS**

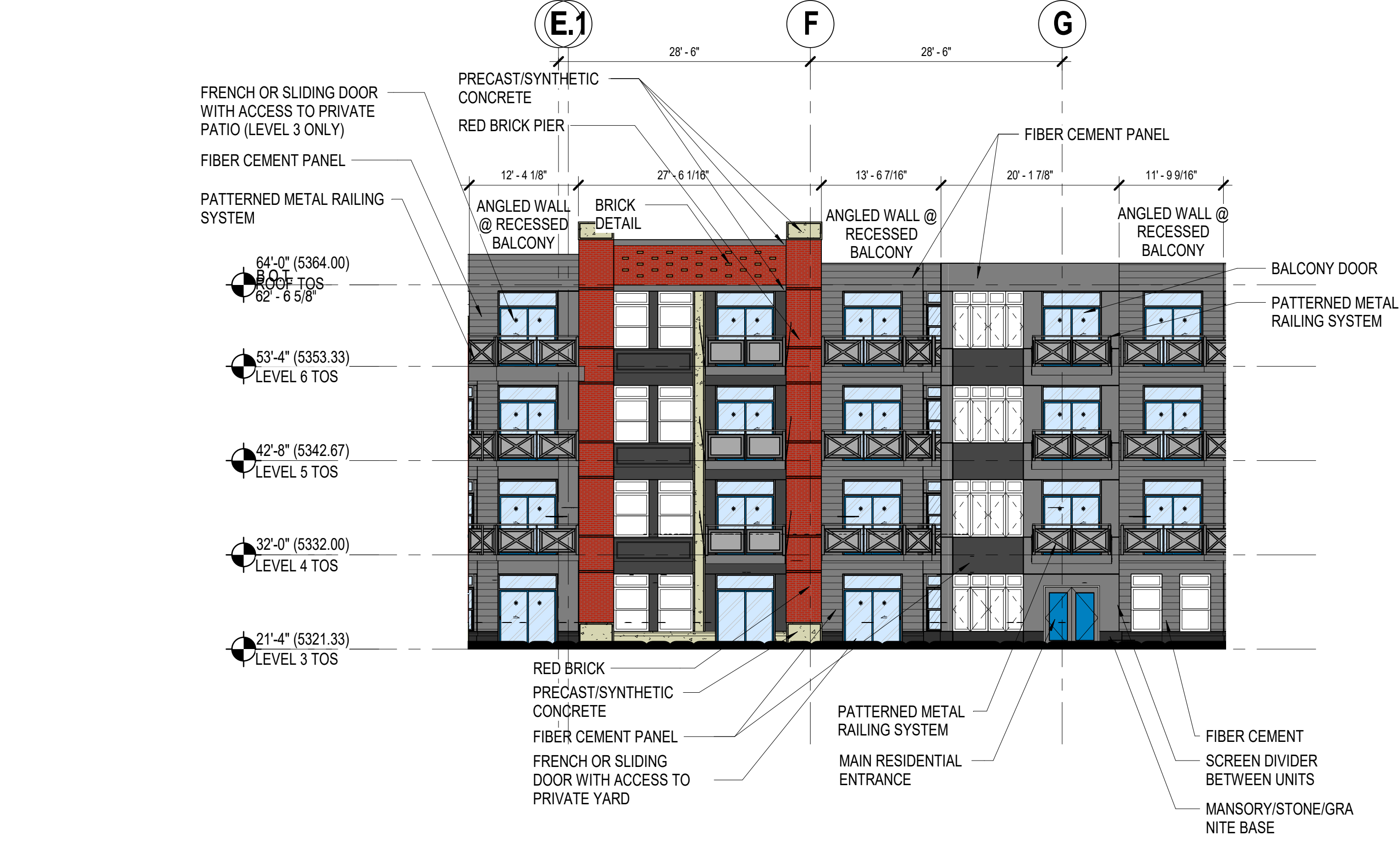
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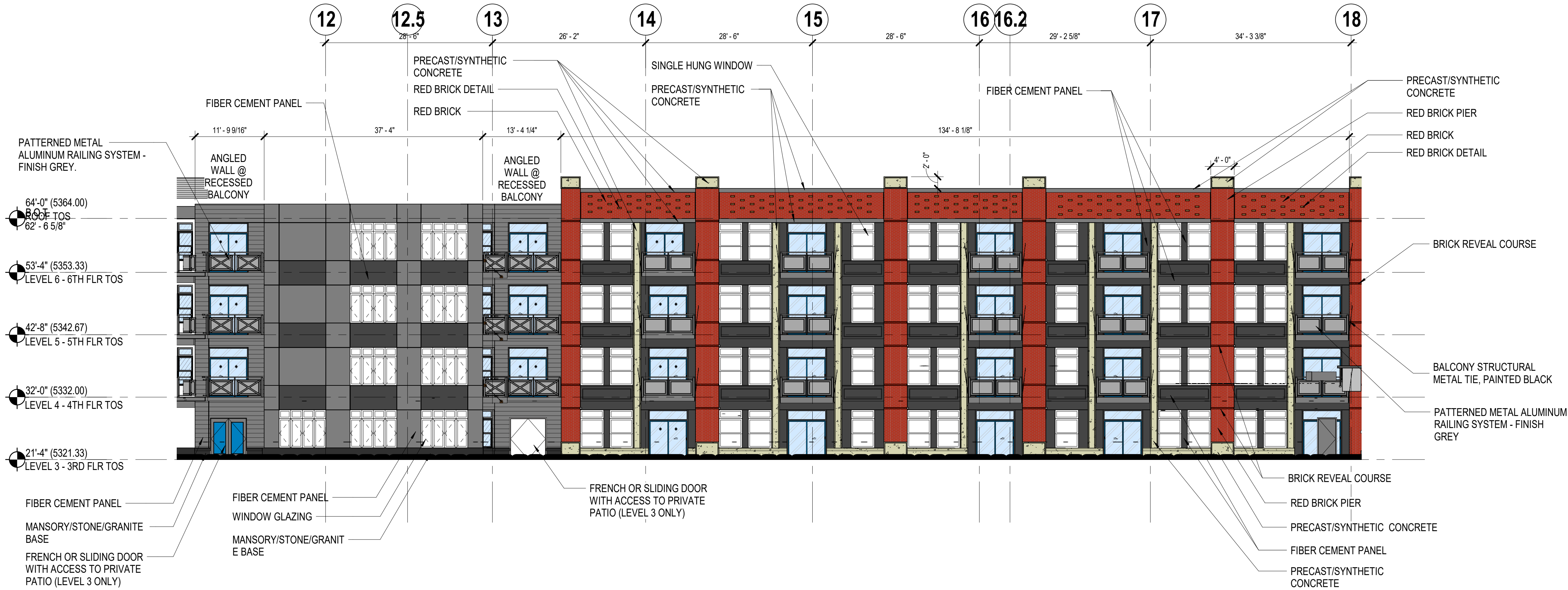
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3 RENDERED WEST COURTYARD I - SOUTH ELEVATION  
3/32" = 1'-0"



2 RENDERED WEST COURTYARD I - WEST ELEVATION  
3/32" = 1'-0"



1 RENDERED WEST COURTYARD I - NORTH ELEVATION  
3/32" = 1'-0"

### GENERAL NOTES

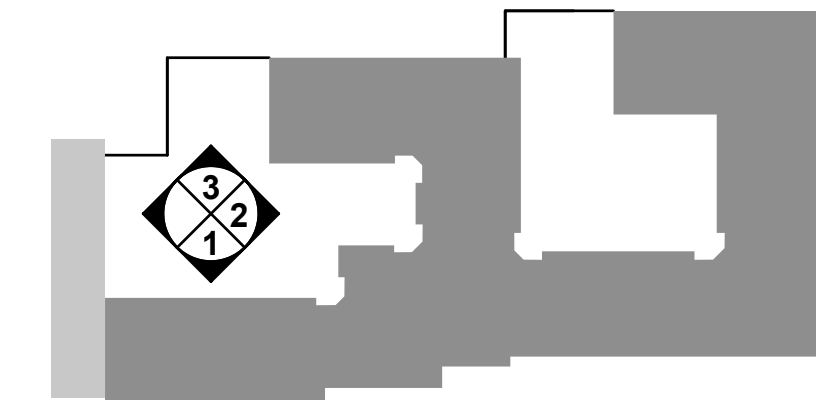
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|  | DETAILED BRICK SURFACE                      |  | TYP RESIDENTIAL WINDOW        |
|  | BRICK (TAN / RED)                           |  | TYP STOREFRONT WINDOW         |
|  | BRICK WATERTABLE                            |  |                               |

### KEY PLAN

N.T.S.



#### STRUCTURAL:

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| DATE     | REVISION   |
|----------|------------|
| 1 Date 1 | Revision 1 |

Professional Seal

#### SITE PLAN SUBMITTAL

Project No: 16-102.01  
Date: 09/18/2020  
Scale: AS NOTED

COLORED  
RENDERING  
COURTYARD I -  
ELEVATIONS

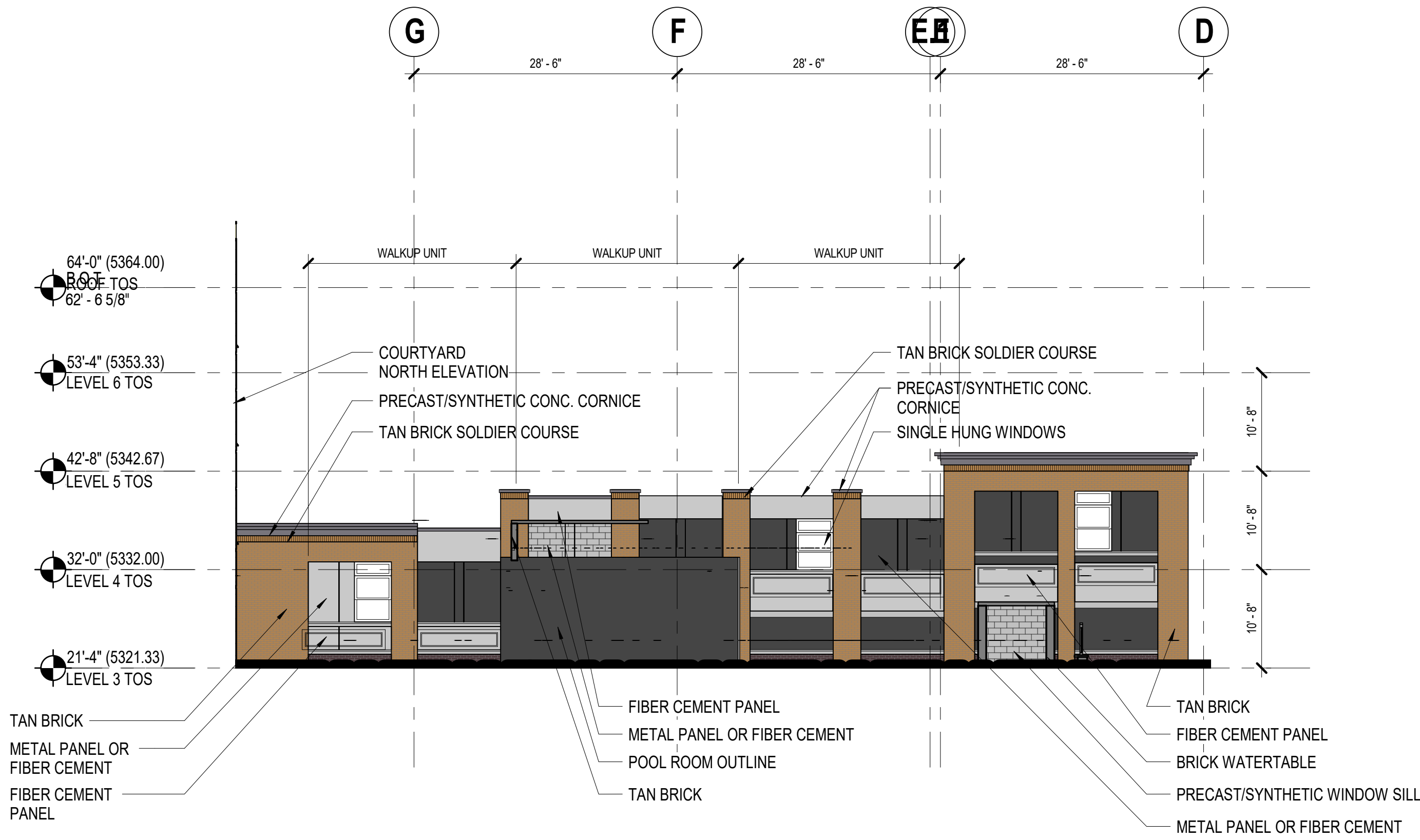
A315R





PERSPECTIVE - GRANDVIEW AVE & VANCE ST.  
12" = 1'-0"

RENDERINGS ARE FOR MASSING ONLY. REFER TO ELEVATIONS FOR MATERIALS AND COLORS



1 RENDERED WEST COURTYARD - EAST ELEVATION  
3/32" = 1'-0"

GENERAL NOTES

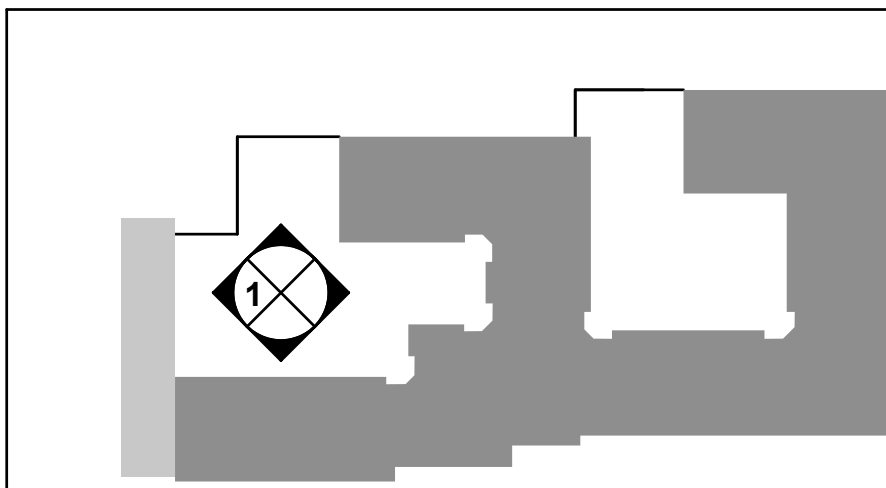
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|  | BRICK WATERTABLE                            |  |                               |

KEY PLAN

N.T.S.



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CIVIL:

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DENVER, CO 80237

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E: SERVICES@KIMLEY-HORN.COM

OLDE TOWN  
RESIDENCES

W 56TH AVE & WADSWORTH  
BYPASS  
ARVADA, CO 80002

| DATE | REVISION |
|------|----------|
|      |          |
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|      |          |

Professional Seal

SITE PLAN  
SUBMITTAL

Project No: 16-102.01  
Date: 09/18/2020  
Scale: AS NOTED

COLORED  
RENDERING  
COURTYARD I -  
ELEVATIONS

A316R

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TO ELEVATIONS FOR MATERIALS AND COLORS



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**OLDE TOWN  
RESIDENCES**

---

W 56TH AVE & WADSWORTH  
BYPASS  
ARVADA, CO 80002

| # | DATE | REVISION |
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Professional Seal

**SITE PLAN  
SUBMITTAL**

|             |            |
|-------------|------------|
| Project No: | 16-102.01  |
| Date:       | 09/18/2020 |
| Scale:      | AS NOTED   |

## COLORED RENDERING OF 3D VIEWS

# A900R



DATE: September 18, 2020

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TO: Cheryl Drake, Rob Smetana - City of Arvada

---

FROM: Bill Mosher - Trammell Crow Company

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SUBJECT: Arvada Olde Town Residences – Neighborhood Meeting Summary

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cc: Maureen Phair, Arvada Urban Renewal Authority

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## OVERVIEW

On Thursday, June 25, 2020, High Street Residential/Trammell Crow Company (TCC) and the Arvada Urban Renewal Authority (AURA) hosted a Neighborhood Meeting to present the proposed Olde Town Residences project, situated on the northwest corner of W. 56<sup>th</sup> Avenue and Wadsworth Bypass. The following details the preparation and attendance for the meeting.

1. Per the required Notice period, the approved Notice Letter (Attachment A) was mailed by the City of Arvada on Monday, June 8, 2020 to approximately 60 property owners within 500' of the perimeter of the subject site. The notarized Affidavit of mailing is also attached (Attachment B), along with the mailing distribution list (Attachment C).
2. The Neighborhood Meeting took place from 5:00 – 7:00pm at the Lamar Street Center in Arvada and a project fact sheet was prepared for distribution to attendees (Attachment D).
3. Per the City's recommendation, a virtual presentation was recorded. The recording and presentation materials were placed within a Box folder. The link to the box folder was part of the Notice that was sent.
4. Per the recommendation of AURA, an open house format was utilized to explain the project. While this format varied from the traditional single presentation followed by

Q&A, having multiple “stations” allowed for social distancing and accommodate the limitations placed on the number of participants allowed into the Center at any one time. The format also provided an opportunity to introduce multiple components of the development, manned by subject matter experts at each station, and for each attendee to ask their own questions.

5. Nineteen (19) property owners/residents attended the event. This does not include staff from the City of Arvada, AURA, and HSR/TCC. A copy of the sign-in sheets is attached (Attachment E).

## SUMMARY OF DISCUSSIONS

The open house was set up with a series of five (5) stations. Feedback from each station is included below:

### 1. Overall Site Plan

- o PURPOSE: Explained the general area where the Olde Town Residences is located. Described that the purpose for the event was limited to only the Olde Town Residences and not the retail/hotel project on the South Parcel.
- o Several attendees asked if this was the same project that was proposed in prior applications. Changes included in the updated drawings were reviewed, including layouts of the common areas and refinements in the design of the open space and building facades.
- o A few attendees asked about the walking path on the west side of the project and if it was a public path. They also asked about parking for the residential building, which we noted was parked at one per bedroom, or 1.4 spaces per unit.

### 2. Olde Town Residences Site Plan

- o PURPOSE: Explained orientation of the project, including the development challenges posed by the existing hillside and the ways we utilize the podium parking garage to hold back the grade.
- o Several attendees had positive comments for the efforts taken to screen the parking garage and activate the pedestrian corridors along West 56<sup>th</sup> Ave. and Vance.
- o Explained that project does not anticipate asking for any major modifications to the existing MX-T-65 zoning district requirements.



- o Answered several questions about number of residential units and unit mix. Feedback around types of units was neither positive nor negative, but more informational.
- o A few attendees asked about the height of the building. Answers were provided by describing the different heights (2, 5 and 6 stories) of the building in different locations.
- o A couple of Olde Town business owners asked about connections to Olde Town – the pedestrian connection from the western courtyard to the corner of Vance/Grandview was well received.

### 3. Building Design

- o PURPOSE: Explained materials, appearance, massing, and building height of the project in relation to Grandview, Vance, and West 56<sup>th</sup> Ave.
- o Explained diagram illustrating height of the existing residences along Grandview in comparison to the Olde Town Residences, taking into account the existing hillside, the 35' of elevation change across the site, and tree canopy that will remain. Many questions related to the 200+ foot setback from the north right-of-way line at Grandview.
- o Feedback around maintaining the tree canopy was positive.
- o One attendee commented that she felt the white brick pilaster caps should be looked at again to see if another design choice was feasible.
- o Explained the choice of materials and compatibility with the architecture and character of Olde Town; feedback was mixed with most acknowledging the quality of materials but several attendees questioning the project in general. One person suggested the building had too much of a brick warehouse design look to it.
- o Some attendees expressed concern with “losing views”. It was emphasized that official view corridors would be preserved, and that the development would maintain the tree canopy to the North of the site along Grandview (which already blocks views), while acknowledging that residences would exist behind these trees.
- o Explained that the north-facing courtyards break up the overall massing and provide the appearance of two different buildings. Reviewed the five offsets in the façade along West 56<sup>th</sup> Ave. and the use of the Townhomes along Vance and West 56<sup>th</sup> to screen the Parking Garage. Commentary was generally positive to this approach.

#### 4. Open Space/Urban Parks

- o PURPOSE: Showed images of the park along Vance, the corner plazas at both ends of 56<sup>th</sup>, and the dog park and open space area along Wadsworth By-pass. Open space amounts to 38% of the site.
- o Overall feedback was positive. Most liked that the tree canopy is being maintained on the north portion of the site. Several comments in favor of the overall amount of open space maintained by the project's design.
- o One comment wanted confirmation that the urban park land would remain open to the public and wanted to understand how the manager of the apartments would maintain the space. They were concerned that the park area would be closed to the public after the project was completed. Assured her that was not true.

#### 5. Why Residential

- o PURPOSE: Explained overall TOD best practices in design and commitment to the objectives for density outlined in the Arvada Comprehensive Plan and Transit Station Area Plan.
- o Explained Conditional Use Permit required for residential uses and the criteria needed for approval
- o A few comments expressed concern about density, parking and AURA involvement.
- o Few comments about the Transit Hub and Station and the fact they didn't like the TOD location that the City had selected.
- o Also had comments that they liked the project but would like it to be affordable housing instead of market driven.

## PLANNING COMMISSION MEETING MINUTES

November 17, 2020

### **Synopsis of Meeting Minutes from November 17, 2020 Planning Commission**

#### **DA2020-0096 A Conditional Use Permit for Olde Town Residences, generally located at 7267 W 56<sup>th</sup> Avenue**

Ms. Drake corrected the Staff Report to state that the number of neighborhood attendees at the neighborhood meeting was 19, not 60.

Mr. Owens entered into the record the Staff Report DA2020-0096 dated November 17, 2020, affidavit of mailing and posting log.

Ms. Grogg explained that a previous application for the proposed project went before Planning Commission a few years ago under the previous Land Development Code. She stated that the current proposed project is a new application under the new Land Development Code.

Ms. Drake gave a brief overview of the project and the application for a Conditional Use Permit. Staff recommends approval.

Mr. Mosher, 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 Permit.

Ms. Lashbrook, applicant, discussed some of the criteria for a Conditional Use Permit for the proposed project and explained why the project fits the criteria.

Mr. Owens opened the hearing for comments from the public.

### **PUBLIC COMMENT**

#### **IN FAVOR**

None.

#### **IN OPPOSITION**

Ms. Young, resident, discussed her concerns that the residential-only nature of the property will deactivate Vance and that it will create connection challenges for the area. She stated her concerns that the buildings will be too large for the area and that she does not think transit-oriented development is viable given the impacts of Covid-19 and the local/regional transit systems.

#### **APPLICANT REBUTTAL**

## PLANNING COMMISSION MEETING MINUTES

November 17, 2020

Mr. Mosher stated that the massing of the building has been broken up to assist with preserving views. He stated his belief that the project will not deactivate the street as there is currently no development in the area. He stated that the project does not break up any existing connections, especially with the lack of current access in the area. He stated that there have been efforts to make sure that the property will add to the area, encourage pedestrian connections, and will provide housing for residents who want to live in Arvada, and not just use the transit in the area.

Mr. Owens closed public comment.

### QUESTIONS FROM THE COMMISSION

Mr. Hannan asked Staff why the proposed design for the property is residential-only and not mixed use.

Ms. Drake stated that the site has remained vacant for quite some time, and that the market does not indicate that there are any other uses that are interested in the property. She stated that this appears to be the best use that will be seen on the property.

Mr. Smetana stated that the site has been looked at holistically with the site to the south, where a hotel and retail development have been approved. He explained that with the sites together, there is a mixed-use component.

Mr. Hannan stated his concerns about parking on the site. He asked Staff if the proposed parking will be enough.

Ms. Drake stated that there were extensive studies done on parking when the new Land Development Code was adopted. She stated that the breakdown of the bedrooms/units in the proposed design exceeds the parking requirements per the Land Development Code for transit-oriented development.

Mr. Owens stated that the application for the Conditional Use Permit has a narrow focus on the use of the property, and that the parking, which exceeds the requirements of the LDC, does not fall into the evaluation criteria.

Mr. Hannan clarified the reasoning for his question under criteria number four of the Conditional Use Permit. He asked if the buildings will be higher than the tree canopy on Grandview Avenue.

Mr. Mosher stated that the project is on the south side of the tree canopy on Grandview. He stated that some of the trees are even in height with the buildings and some are slightly taller.

Mr. Hannan asked if the City will be maintaining the west sidewalk and park on the site.



## PLANNING COMMISSION MEETING MINUTES

November 17, 2020

Ms. Drake said it is privately owned and will be privately maintained.

Mr. Gay asked for clarification of the overall height of the proposed structures due to equipment on top of the buildings.

Mr. Ferguson, representative of the applicant, stated that there is mechanical equipment on the roof which will be screened and is estimated to be an additional eight feet on top of the roof height. The roof height is the required height measured for the LDC, and it fits within the LDC requirements.

Mr. Griffith asked which design changes occurred between the previously held Planning Commission about this site and the current meeting, based on previously given recommendations.

Mr. Mosher explained that the top floor has been eliminated on one portion of the northwest building, the parking has increased, and the unit count has been lowered. He stated that there were various façade improvements as well.

Ms. Lashbrook stated that the urban parks were increased, including the added dog park.

Mr. Mosher stated that the sidewalk and parks along Vance were changed after working with the Parks Department. He stated that some changes were made at the corners of the property for screening of electrical facilities, and some changes were made due to sewer easements and CDOT requirements with the landscape.

Mr. Griffith stated that he imagined fire compliance and access was challenging on the project design.

Mr. Mosher stated that the fire compliance and access was challenging. He stated that when it came to considering retail for the site, the limited parking made it difficult to have interested retail parties to add to the development.

Mr. Griffith asked Staff what the requirements would be for the site if it was only retail.

Ms. Drake stated that the setbacks would be different, but she would have to check the LDC for the other differences.

Mr. Griffith asked about the accessibility and usability of the open space and trail on the north side of the site.

Mr. Mosher stated that the only inaccessible area on the north side is an area with a steep slope near the railroad tracks, and that a small portion of the sidewalk was removed because of safety concerns.

## PLANNING COMMISSION MEETING MINUTES

November 17, 2020

Mr. Griffith stated his concern about safety of children in that space.

Ms. Drake confirmed her previous statement that the biggest difference with a residential and retail use is the setbacks, as a non-residential building could be built up to the property line for the length of the street.

Mr. Griffith stated his hope that the Grandview Avenue view would be preserved. He asked if Downtown Denver will still be able to be seen from Grandview once the proposed buildings are built.

Mr. Mosher stated that the trees currently block the view without the added buildings, but that Downtown Denver can be seen from the transit station.

Mr. Magee asked Staff what the traffic impact of the residential development will be in combination with the approved hotel and retail on the south side.

Ms. Wolfschlag stated that the traffic study actually shows the combined traffic impacts of these sites, and that neither project, together nor individually, has a negative impact on traffic in the area.

Mr. Magee asked about level of service with full build-out of the sites.

Ms. Wolfschlag stated that with the developments, it remains at an acceptable level of service, both with the current year build out and in the twenty-year build-out evaluation.

Mr. Magee asked about energy efficiency and water conservation measures, during and after construction of the buildings.

Mr. Mosher stated that they will comply with all LDC requirements and that they will be mindful of minimizing water and electricity expenses for residents.

Mr. Magee stated his appreciation for the materials being used. He asked if the bricks will be real brick or a facade.

Mr. Mosher stated that they are real brick but that they are a brick facing. He stated that the design of the enclosure of the building, in relation to stability, is also taking into the account the railroad vibrations nearby.

Mr. Magee asked about the number of bedrooms within the units.

Mr. Mosher stated that there will be studio, one-bedroom, two-bedroom, and some two-story units.

## PLANNING COMMISSION MEETING MINUTES

November 17, 2020

Mr. McCarron stated his appreciation for the work that has been done to have the best possible proposal for the site. He stated his belief that the proposed design will be a good use for the site.

Ms. Connell stated her appreciation for the proposal and the increased access to Olde Town from residential units. She stated her appreciation that concerns have been addressed in design.

Mr. Griffith asked if the sidewalk on Vance has a public and private walk separation.

Mr. Mosher stated that the sidewalks are accessible for all members of the public, and that the design with the separation of paths is created to have a meandering park walkway.

Mr. Griffith stated his concern that residents may think that one walk will be a private walkway and be concerned with members of the public using it.

Mr. Mosher stated that safety concerns have been looked at and he does not believe it will be as issue for residents or members of the public.

### **MOTION:**

It was moved by Mr. Griffith, that DA2020-0096, a Conditional Use Permit for Olde Town Residences, generally located at 7267 W 56<sup>th</sup> Avenue, 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 DA2020-0096**

Mr. Gay stated his appreciation for the thought put into the plan. He stated his concerns about the changes in the view from Grandview Avenue, the massing of the buildings, the density of the area, and potential traffic changes. He stated that he will not be supporting the motion.

Mr. Hannan thanked Staff for their efforts on the project. He discussed the changes that have occurred around Grandview Avenue over time. He stated his support for the motion.

Mr. Magee stated his agreement on the complexity of the project and appreciation for the work put into the proposed design. He stated his appreciation for the green space and parking. He stated his support.

Mr. Griffith stated his appreciation of the work put into the proposed design. He recommended that thought be put into where dogs may be walked and the impact on the grass on the side. He stated his concerns about safety of children on the northern part of the site with a steeper

## PLANNING COMMISSION MEETING MINUTES

November 17, 2020

slope. He stated his appreciation for the placement of the parking. He stated his support but cautioned that he does not want to set a precedent to have purely residential uses in mixed-use zoning.

Mr. Owens explained the criteria for the Conditional Use Permit and stated that the view does not fall into the criteria. He stated his belief that the project fits all of the Conditional Use criteria. He stated that no project in the area will make every resident happy but that he appreciates the work that was done by Staff, AURA, and the applicants. He stated his support.

The following votes were cast on the motion:

Those voting Yes: Owens, McCarron, Connell, Griffith, Magee, Hannan

Those voting No: Gay

Those absent: None

The motion carried 6-1.

Mr. Owens explained that the motion carried.





Bruce Roome &lt;broome@arvada.org&gt;

---

**Fwd: Fw: Arvada Olde Town Residences**

1 message

---

**Bruce Roome** <broome@arvada.org>  
To: Bruce Roome <broome@arvada.org>

Fri, Dec 4, 2020 at 8:25 AM

----- Forwarded message -----

From: **Pat McHenry** <PMcHenry@citystreetinvestors.com>

Date: Wed, Dec 2, 2020 at 8:59 AM

Subject: Fw: Arvada Olde Town Residences

To: [kristen@arvada.org](mailto:kristen@arvada.org) <[kristen@arvada.org](mailto:kristen@arvada.org)>

I am writing in support of the Arvada Olde Town Residences, as an owner of land in Arvada. This thoughtful residential development will support businesses in the surrounding area and add to the vitality of Olde Town. Residents are the key component for retail success and make neighborhoods vibrant and authentic. I urge you to approve this project.

Sincerely,  
Pat McHenry

PAT MCHENRY

CO-FOUNDER &amp; PRINCIPAL

1115 ACOMA STREET 2<sup>ND</sup> FLOOR

DENVER, CO 80204

<https://www.citystreetinvestors.com/>

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--

Kristen Rush

City Clerk

720-898-7546 (Work)

12/4/2020

City of Arvada Mail - Fwd: Fw: Arvada Olde Town Residences

303-915-5246 (Cell)  
[kristen@arvada.org](mailto:kristen@arvada.org)



DA2020-0096 Olde Town Residences  
City Council Jan 4, 2021  
Public Comment 2

----- Forwarded message -----

From: REBECCA SOUKUP <[REDACTED]>

Date: Thu, Dec 17, 2020 at 11:24 AM

Subject: DA2020-0096

To: [cheryl@arvada.org](mailto:cheryl@arvada.org) <[cheryl@arvada.org](mailto:cheryl@arvada.org)>

To Whom it May Concern:

Adding another high rise building will destroy what little view is left in Olde Town. Please do not approve this. We do not need anymore high priced apartments in Olde Town Arvada.

Sincerely

Shawn and Rebecca Soukup

DA2020-0096 Olde Town Residences  
City Council Jan 4, 2021  
Public Comment 3

From: douglas mendelson [REDACTED]  
Date: December 18, 2020 at 8:14:38 AM MST  
To: [kristen@arvada.org](mailto:kristen@arvada.org)  
Subject: OLde Town Residences

I own a rental condo by the water tower so the project will not directly affect me, but I have to say that you are ruining the flavor of Olde Town Arvada by continuing to let the density increase exponentially. The last time I tried to go to the library was about 3 years ago and even then, at 2:00 in the afternoon, I had trouble finding a parking space. You are letting them over-build the area and it will lose it's appeal and become just another condo city. It is not a matter of NIMBY for me, but just an opinion that density building is out of control.

Doug Mendelson  
Lofts at Water Tower Village



Public Comment on Conditional Use Permit for Olde Town Residences  
December 7, 2020

My name is Mindy Mohr, and I live at 7030 Simms St #203 in Arvada. I appreciate being able to speak to you tonight. – and as I bet you’ve guessed, the subject is the critical need for affordable housing in our city, specific to the proposed Olde Town apartments.

The recent Arvada Housing Assessment and Strategy report documented that for Arvada’s workforce --- those people working in our city who may or may not live here – 19% are in Retail Trade and 15% are in Accommodations and Food Services. That means that 34% -- MORE THAN ONE-THIRD – of our city’s workers are in the lower-paying service industries.

These are the people who provide us with groceries, cut our hair, serve us in restaurants and service our cars or expensive mountain bikes.... And they keep this city alive. Right now they cannot afford rentals or homes in Arvada – they have to drive in and back from cheaper housing if they can find it, like the mobile home parks on our city’s southeast outskirts.

We recently heard that the proposed developer of the old Kmart Property – The Morgan Group – is proposing to make 5% of their units affordable to those earning 80% of the area median income. While that is not enough, it is a start and should be commended!

I would challenge Trammell Crow to be an even better neighbor than The Morgan Group and make a commitment to having more than 5% of their units available to lower income residents. These can be dispersed throughout the buildings, not segregated. This will allow some affordable housing, such as for those serving your residents.

And I challenge our city council to make this Conditional Use approval contingent upon that. This is the only way that Arvada will truly be welcoming to all, not just to those of privilege.

Thank you for your time and consideration.

December 5, 2020

Arvada City Council,

Monday is the last chance to save what was promised to the citizens of Arvada and the stakeholders of Olde Town more than a decade ago. All of us who put our time into envisioning the future of Olde Town were promised that the view ALL ALONG Grandview would be protected. It was considered part of the gem we call our Olde Town. Never was there a vision of a massive building looming over Olde Town from the south that would take away a major portion of the view. NEVER was it stated that the only view worth protecting was from the south end of the train platform. The view is from Grandview, north and south sides of the street, all along the street. At the time I remember standing on Grandview and looking over the valley to downtown Denver, and into the valley and to the mountain views to the south and west. That day it was a beautiful view, a unique view, one of a kind in the entire world. I said to the city planner, "I've lived two places where transit has come in and the pressure to go high will be great." The reply, "That will never happen in Arvada, we do it the Arvada way with citizen input. It will be in the code so the view is protected." It has left a very bad taste in the mouths of all of us who spent our time in the visioning process, to see it so wantonly discarded. Only you can protect the view, the future of Olde Town, and the PROMISES made to the citizens of our city.

Anyone who takes time to fairly read the guiding documents we created at the time will clearly see that the view all along Grandview was to be protected. In the Design Guidelines for Olde Town, one of the tests any new project must pass is that it does not block the view south from Grandview. There is no way you can read the Transit Oriented Development Plan for Olde Town and think that it is permissible for a such a view blocking building as Olde Town Residences to have even been allowed to be considered in the first place. Four times in the TOD it mentions protecting the view! PLAN GOAL NUMBER FOUR IS "Preserving the 'grand view' from Grandview." There is even a picture of what the height of the buildings south of Grandview should look like and the view is the same location as Olde Town Residences. If you have not read the TOD plan for Olde Town, it is only right, as council, that you do so before Monday's meeting.

Yet somehow, AURA, developers, and city planners get to override the governing documents. Somehow they get to minimize the view and narrow it down to some corridor from where you get on the train. Forget the view on the street named for its view. Trammel Crow will build this building and then in a few years sell it. They will make their profit and we will have lost the view forever. You, as our elected city council, are the only bulwark to protect the view, the vision, and the promises made. I urge you to stand up to the pressure from past council, from developers, from AURA, from RTD and protect the consensus, citizens generated vision for Olde Town. Vote down Olde Town Residences. Send a message that we want development but development that respects Olde Town, the documents, the will of the people, and the view.

One other point should you decide to approve this building. Put in a condition that the owner can never charge for parking. Whenever a building charges for parking they push many of their residents vehicles on to the street. We do not have the luxury of supporting resident parking on the streets of Olde Town. Some will say we can't do this. Trammel Crow may promise not to (but they will not always own the building). I have seen it done in other jurisdictions to great effect so it can be done and the project should not be approved without such a restriction.

Respectfully Submitted,

Dr. Stephen Byers  
8924 W. 66<sup>th</sup> Pl.  
Arvada, CO 80004

From: **Pat McHenry** <PMcHenry@citystreetinvestors.com>  
Date: Mon, Dec 28, 2020 at 11:16 AM  
Subject: Fwd: Arvada Olde Town Residences-- Pat McHenry  
To: kristen@arvada.org <kristen@arvada.org>

I am writing in support of the Arvada Olde Town Residences, as an owner of land in Arvada. This thoughtful residential development will support businesses in the surrounding area and add to the vitality of Olde Town. Residents are the key component for retail success and make neighborhoods vibrant and authentic. I urge you to approve this project.

Sincerely,

Pat McHenry

PAT MCHENRY

CO-FOUNDER & PRINCIPAL

1115 Acoma Street 2<sup>ND</sup> FLOOR

DENVER, CO 80204

<https://www.citystreetinvestors.com/>



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**From:** Patrick Hampton <hampton.patrick@gmail.com>  
**Date:** December 23, 2020 at 5:30:50 PM MST  
**To:** kristen@arvada.org  
**Cc:** cheryl@arvada.org  
**Subject:** 55th and Wadsworth Proposal Resident Concern

Aloha Kristen,

Cheryl advised I send you my thoughts. My apologies for the delay and Happy Holidays! This email regards the proposal to the land next to the 55th and Wadsworth Bypass Proposals next to the Olde Town Train Station.

Personally, I'm in disapproval of the proposal due to the generic project consideration of it being solely residential and also the height of the proposal that blocks the view the trains. Which will also block high traffic marketing of the train station and Down Town. (The Water Tower looks like it'll survive)

With further research into my first email which I forwarded. It looks like \$500k of annual advertising space would be lost for Downtown Arvada and the Train Station due to the height of the proposed apartment project. Including the increase of local traffic at that stop that light which is under utilized to crossing traffic. That light already deals with enough traffic. Adding an apartment will only worsen that light to exponential consequences.

I still feel like using shipping containers to build a temporary modular park would be the ideal use of the space until a proper proposal can be retained.

To blunt this proposal is a loss to the City. It's generic to the value of the property where there are surrounding proposals including buildings within walking distance of this proposal.

pH

----- Forwarded message -----

**From:** Patrick Hampton <hampton.patrick@gmail.com>  
**Date:** Mon, Dec 7, 2020 at 5:53 PM  
**Subject:** 55th and Wadsworth Bypass proposal  
**To:** <cheryl@arvada.org>

Aloha Cheryl,

My apologies for the last minute email. I just got back from LA working on a project.

New to the area and living across the street from this proposal. Fresh eyes are always helpful. I agree the space needs to be used properly. But an apartment complex might NOT be the best choice. With the height proposal, there is going to be a loss of a view of the train station and front of downtown Arvada with it. With the new building coming in. A huge "Billboard" for downtown Arvada is lost.

Personally, I feel like the area being proposed should be a mixed space not just residential. And, the most efficient/ modern way to use it would be a "Shipping Container" complex. While giving a chance to take care and secure the unattended Property.

My biggest concern currently, is the the height of the proposed complex. And no offence but the proposal is very generic and opportunistic.

Patrick "pH" Hampton

Sent from my iPad

--  
Patrick Hampton  
Writer | Actor | Producer  
403.404.0603  
IMDB | Facebook

----- Forwarded message -----

From: **Tyler Elick** <tyler@nexmetro.com>  
Date: Mon, Jan 4, 2021 at 1:13 PM  
Subject: Resident Support of Multifamily Project  
To: kristen@arvada.org <kristen@arvada.org>

I hope this message finds you well, Kristen.

As a native of JeffCo who offices in Olde Town Arvada, I am writing you in support of the TCC apartment project because I believe this is high quality development which will support business in the surrounding area. It will add residents who will buy goods and services in Arvada. It adds a development in a location which is ripe for residential development and is complementary to both Olde Town and the newer developments south and around Arvada.

Thank you for your time and efforts on the behalf of the community.

Kind Regards,

**Tyler Elick**  
Development Manager – Denver Region  
**NEXmetro Communities**  
nexmetro.com | avillahomes.com

----- Forwarded message -----

From: **Travis Hodge** <travishodge@gmail.com>  
Date: Mon, Jan 4, 2021 at 2:23 PM  
Subject: Support for Olde Town Residences  
To: <kristen@arvada.org>

Dear City Clerk Kristen Rush,

I live in Arvada and have for over 4 years now. I want to show my support for the Olde Town Residences apartment project. I believe this site is a very logical location for multifamily given the proximity to the Commuter Rail station and commercial businesses within Olde Town. The topography of the site makes it difficult for commercial, and the existing commercial will benefit greatly from the project as it adds more residents who will spend more money at existing commercial shops, thus generating more tax revenue for the city. This is a project that makes sense to me, and it has my full support.

Thanks,

Travis Hodge  
6160 Estes Ct, Arvada, CO 80004

--

January 4, 2021

**City of Arvada**

Attn: City Council

C/O Kristen Rush, City Clerk

**RE: Olde Towne Residences**

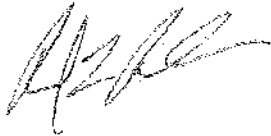
Dear City Council Members et al:

As a resident of Arvada who has lived here for over 19 years, I support ongoing, high quality development of the Olde Towne Arvada area. This development should add additional housing and new diversification of housing stock. This proposed development acts as an additional stockholder in the community bringing retail users and vibrancy to our City.

As a business partner with an office in Olde Town Arvada, I continue to support Arvada diversifying its retail, housing, and office options thru new development and repurposing of under-utilized areas. This project checks those boxes. Higher density developments should be embraced when adjacent to light rail stations and is likely to bring enhancement and continued expansion of retail opportunities.

Please support this redevelopment and continued effort to revitalize the Olde Towne area and utilize the TOD location for our city.

Sincerely,

A handwritten signature in black ink, appearing to read 'Reed Ruck', written in a cursive style.

Reed Ruck

----- Forwarded message -----  
From: **Jan Keiser** <farmingtongirl1@hotmail.com>  
Date: Tue, Jan 5, 2021 at 12:15 PM  
Subject: Old Town Residences  
To: kristen@arvada.org <kristen@arvada.org>

Good Morning, Kristen:

It is my understanding the City Council meeting dated January 4, 2021 was cancelled.

I would like to advise you that my husband Ronald Keiser and myself Janice Keiser are not in favor of the Olde Town Residences being built.

There is entirely too much traffic congestion in the area at present. Especially with the RTD transit parking as well as the RTD train in that area.

Also, with the railroad tracks in the same vicinity it will only add to the traffic congestion as well as foot traffic in the area.

We are also concerned with the high density of people in the area such a building will cause.

And that this is not an area which is large enough to handle the additional traffic and density such a building will cause.

Should such a building be built at this location, it will be added stress in density of population added to the area as well the additional traffic of both vehicles and people.

This will also add more responsibility on the Arvada Police Department, Arvada Fire Department making their job more difficult due to the high density of the area.

Placing more density of population in an already high use area is not a positive change for the City of Arvada.

This message is to state neither my husband Ron or I are in favor of the building of Old Town Residences in this area.

Thank you for taking the time to read our message.

Sincerely,

Ronald & Janice Keiser

6469 Yukon Street

Arvada, CO 80004



----- Forwarded message -----

From: **Matthew Bennett** <mattpaulbennett@gmail.com>

Date: Mon, Jan 4, 2021 at 5:16 PM

Subject: Arvada Olde Town Residences

To: <kristen@arvada.org>

Hello Kristen,

Thank you for the work you do for this city! My wife and I moved to Arvada a little over a year ago from Denver and I have lived in Colorado for most of my life (Boulder, Broomfield, Denver). My wife and I could tell almost immediately the first time we were in Olde Town, and driving through the streets of the Alta Vista neighborhood, that this was the community that we wanted to buy our first home and plant roots.

Over the past year, I've also become pretty enthralled by a very vocal group of citizens on Next Door and other social media platforms that seem to have a deep seeded distrust in Arvada City Council, AURA, and elected officials. That being said, I wanted to **provide my support of the Olde Town Residence development**. As you say on the AURA site, the project will add high quality residential in a location which makes sense for this use. It's a great connector for Olde Town to the "New Town" that wouldn't make sense for single family homes and we don't need another multi-tenant commercial building with a bunch of vacancy signs. Let's continue to build affordable housing options for people in our thriving community!

I hope that you continue to get support for this work and would be happy to provide any additional comment if it would be helpful to the effort.

Best,

Matt Bennett

713-397-4709

----- Forwarded message -----

From: T <harbergt@gmail.com>

Date: Thu, Jan 14, 2021 at 1:21 PM

Subject: Comment for Public Hearing January 25, 2021

To: <kristen@arvada.org>

I live in the neighborhood and have lived here for the past four years. I was attracted to Olde Town Arvada because of the opening of the RTD G-Line train, the neighborhood's walkable main street, and the urban lifestyle that Olde Town Arvada provides.

I support the Olde Town Residences because it adds high quality housing to the neighborhood and is in keeping with the Olde Town Station Area framework plan dating to 2010 and with other earlier plans. It is important to remember that the dynamics of this neighborhood are quite different from other, less urban parts of Arvada. It is my firm belief that additional residents to the neighborhood will also be customers who buy goods and services in Olde Town and will support both existing businesses and the creation of new ones.

Make no mistake, it is this very growth of urban vibrancy and business vitality that attracts people to neighborhoods like Olde Town Arvada. Those of us who choose to live here do so in order to access the majority of our goods and services on foot, which demands a high-density of retail options supported by a high-density of local residents. Additional neighbors and the businesses they support only increase the attractiveness of this neighborhood to those who appreciate this lifestyle. Urban residents are not put off by living in an environment that prioritizes people over the easy use of private automobiles - in fact we seek out such places.

The Transit Station Framework Plan adopted in 2010 calls for buildings of up to 6-stories in this location. It is important that this plan is seen through to completion. This location would *not* be an appropriate site for single-family residential due to its proximity to busy streets. It also would not be an appropriate site for low-density commercial that would only compete with Olde Town businesses without adding any new customers. What is needed in this location is for Arvada's primary downtown district to grow.

This is a good project for Arvada. It will add additional vibrancy to the city's historic main street while putting minimal stress on the city's roads and other infrastructure. It will also add to the city's tax base and help maximize recent investments in transit.

Sincerely,  
Ted Harberg

----- Forwarded message -----

From: **Gregg Bradbury** <gbradbury@churchranch.com>

Date: Fri, Jan 15, 2021 at 3:00 PM

Subject: High Street Residential

To: kristen@arvada.org <kristen@arvada.org>

Cc: Charlie McKay <cmckay@churchranch.com>, Schafer, Kimberly @ Denver (KSchafer@trammellcrow.com) <KSchafer@trammellcrow.com>

Kristen,

Charlie McKay and I are in support of this project by Trammell Crow. As you know we are the developers of Candelas and fully support this high quality development which will support business in the surrounding area of Olde Town and around Arvada. It will add residents who will buy goods and services in Arvada and help support the City. If you have any questions please reach out to us.

Thanks Gregg

Gregg A. Bradbury

Church Ranch Companies

**20009 Highway 72**

**Arvada, CO 80007-3236**

Office: (303) 469-1873

Cell: (303) 888-5684

[gbradbury@churchranch.com](mailto:gbradbury@churchranch.com)

Visit Our Websites!

<http://www.churchranch.com>

<http://www.CandelasCo.com>

----- Forwarded message -----

From: **el hermesdickenson** <elhermes@yahoo.com>

Date: Mon, Jan 18, 2021 at 2:53 PM

Subject: Old town residences conditional use permit

To: cheryl@arvada.org <cheryl@arvada.org>

Greetings:

I am writing concerning DA2020-0096.

I own property at Water Tower Lofts.

1. Selling Trammell Crow the property at West 56th Ave. And Wadsworth Bypass and giving away 13 million in taxpayer subsidies until 2034, is not in the best interest of Arvada taxpayers.

Any reduction in taxes hurts the people that need the funds the most. Law enforcement, school districts, libraries and park and recreation districts to name a few. These are the districts that make Arvada such a desirable place to live.

That property was valued at 6,000,000 in 2017. Real estate is booming in Arvada. Surely this property has increased in value.

2. The building has too high a resident density for an area that is already handicapped by congested traffic.

There are too many floors on the building. The skyline in that area would be compromised with this building height.

This is not in keeping with the historic Arvada philosophy.

3. If condos are to be built, what is needed are condos for teachers, law enforcement and other people who work in Arvada.

Please preserve the value and character of historic Arvada.

Sincerely,

Elizabeth Hermes-Dickenson

elhermes@yahoo.com



# OLDE TOWN RESIDENCES



*a wholly-owned residential  
subsidiary of*

**Trammell Crow Company**

## ARVADA CITY COUNCIL MEETING

January 25, 2021







## OLDE TOWN RESIDENCES | Location within Neighborhood







## OLDE TOWN RESIDENCES | Mixed-Use Transit Development

### Mixed-Use, Transit (MX-T)

Provide for urban-scale, higher density residential and nonresidential uses, in vertically or horizontally mixed-development on a single parcel or in a master planned area.

Includes:

- 252 - Unit Residential Apartments
- 128 - Room Hotel
- 15,000 square feet of Retail and Restaurants

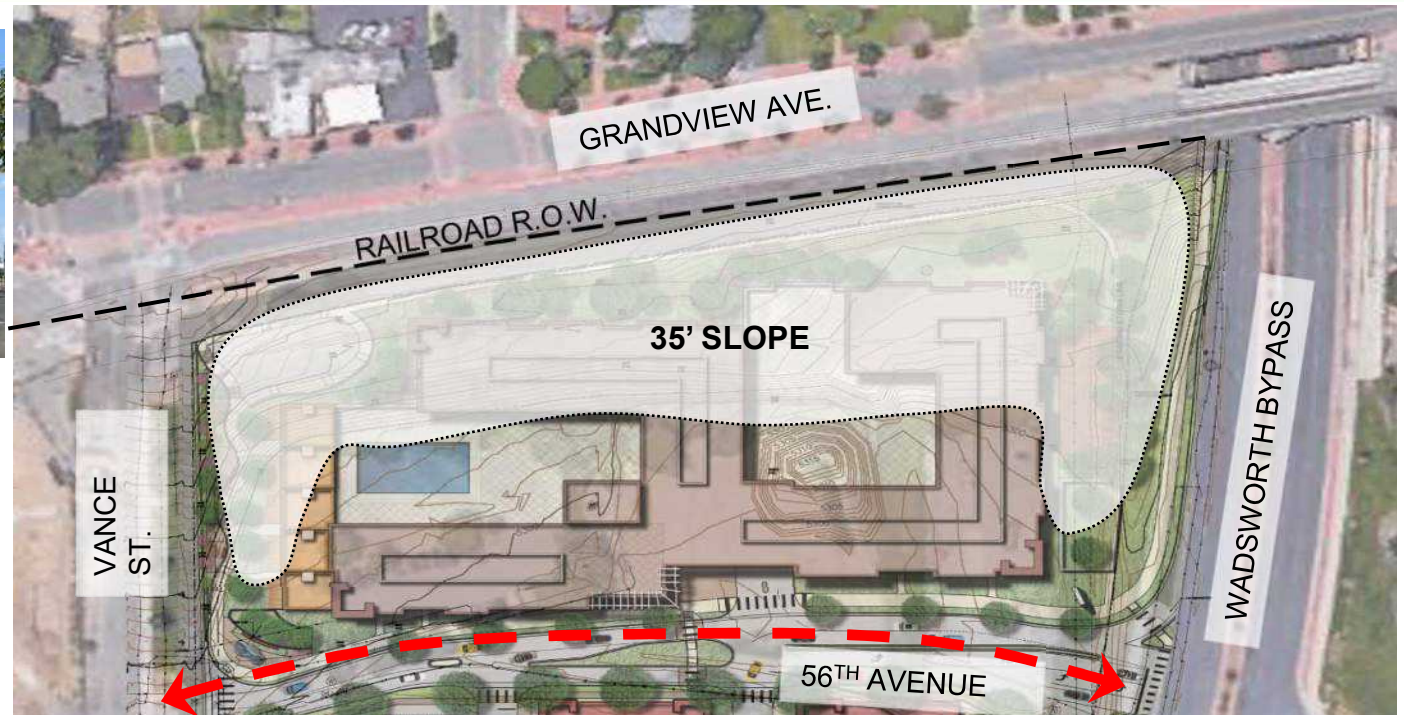




## OLDE TOWN RESIDENCES | Unique Situation



LOOKING ALONG GRANDVIEW  
FROM TELLER ST.



### Site Constraints

- Railroad Right of Way
- CDOT Property Line
- Access Limited to 56<sup>th</sup> Avenue
- No Street Parking on 56<sup>th</sup> Avenue
- 35' Grade Change
  - Structured Parking at Retaining Wall
- Fire Access
- Not Commercial Use Compatible

### Site Planning Drivers

- Need To Optimize Views
- No Surface Parking
- Connect to Olde Town
- Act as Bridge Between Olde and New Town





## MEETING GOAL | Conditional Use Permit Approval

### CONDITIONAL USE PERMIT TO ALLOW RESIDENTIAL USE APPROVAL CRITERIA

1. Comply with Land Development Code



2. Consistent with the Arvada Comprehensive Plan



3. Use is Consistent with Zoning District



4. Size, scale, height, density, multi-modal traffic impacts, etc., are comparable with existing and planned uses in the surrounding area



5. Infrastructure supports proposed project



6. Mitigates any adverse impacts on the surrounding area





## HISTORY OF THE PARTNERSHIP | Criteria 2

### Consistent with Arvada's Comprehensive Plan / Transit Station Plan

## Arvada Transit Station Framework Plan

*2-Year Public Outreach Process by City  
with Citizens & Community*

- Transit Oriented Development (TOD)
  - City Invested over \$30M in Hub, Station Plaza and 56<sup>th</sup> Ave.
  - Developing Underutilized Parcels Increases the Future Tax Base for the City
  - New Residents in Our Development are Estimated to Spend \$6.4M Annually
- Urban Pedestrian Experience
  - Focus on Street Edge
  - Connect To Olde Town
- 6-story Height Limit
  - Density To Support Transit
  - Support Olde Town Vitality
- No Surface Parking



## Arvada Transit Station

### Framework Plan

August 20, 2007

Prepared For: ARVADA

Prepared By: PB PlaceMaking

- Focus on Housing
- Commitment To Public Spaces
- Respect Grandview's "Grand View"





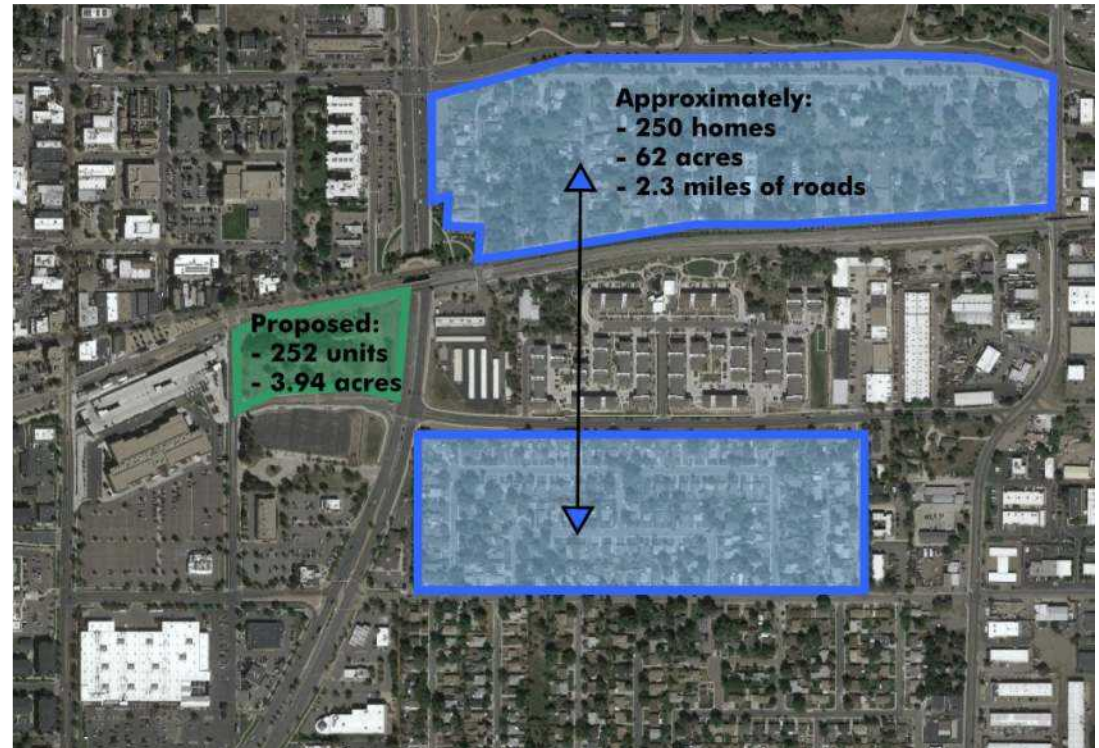
## OLDE TOWN RESIDENCES | Criteria 2 - Why Residential

### Transit Oriented Development (TOD)

A type of urban development that maximized the amount of residential, business and leisure spaces within walking distance of public transit.

### TOD Best Practices:

- Promote Density
- Create Convenient Pedestrian Connections
- Ensure Good Urban Design
- Create Compact Development Patterns
- Manage Parking

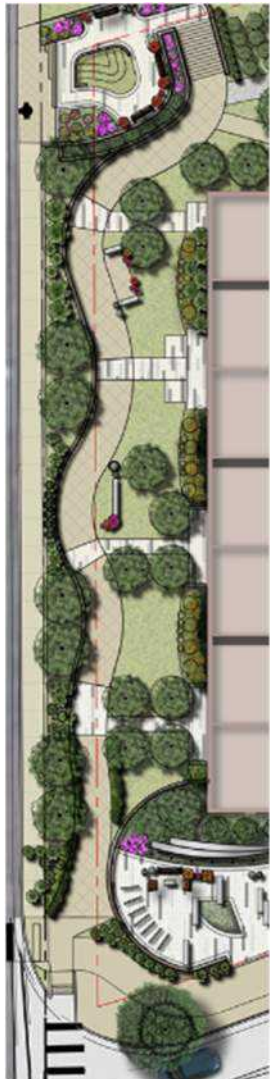






## OLDE TOWN RESIDENCES | Criteria 2-Public Open Space and Streetscape

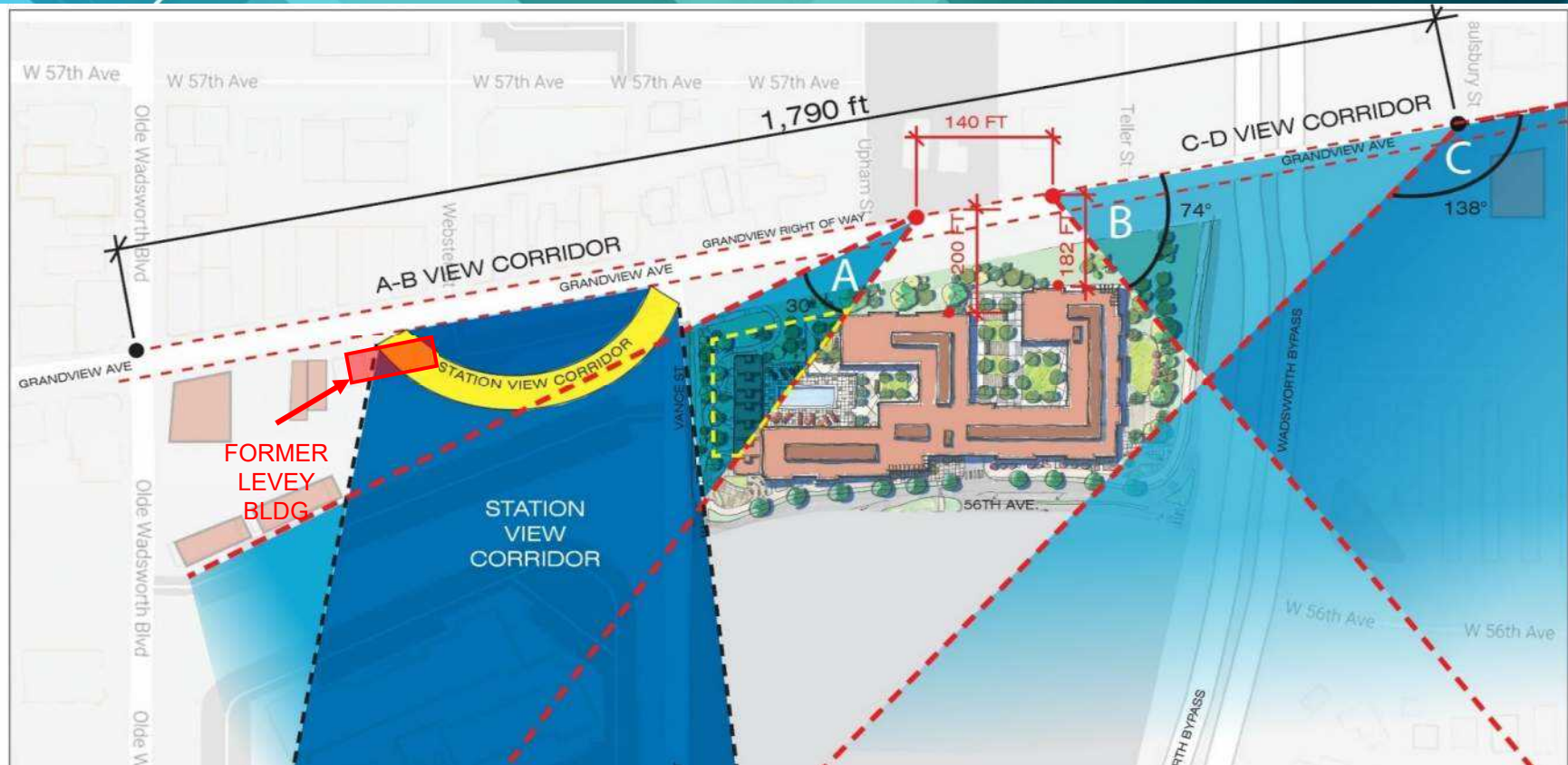
**Exceeds LDC Minimum of 10% with 36% Open Space**  
**Includes Small Urban Parks totaling 27,387 SqFt**







## OLDE TOWN RESIDENCES | Criteria 2-City Created New View Corridor

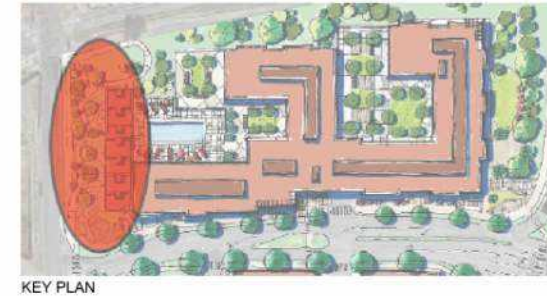
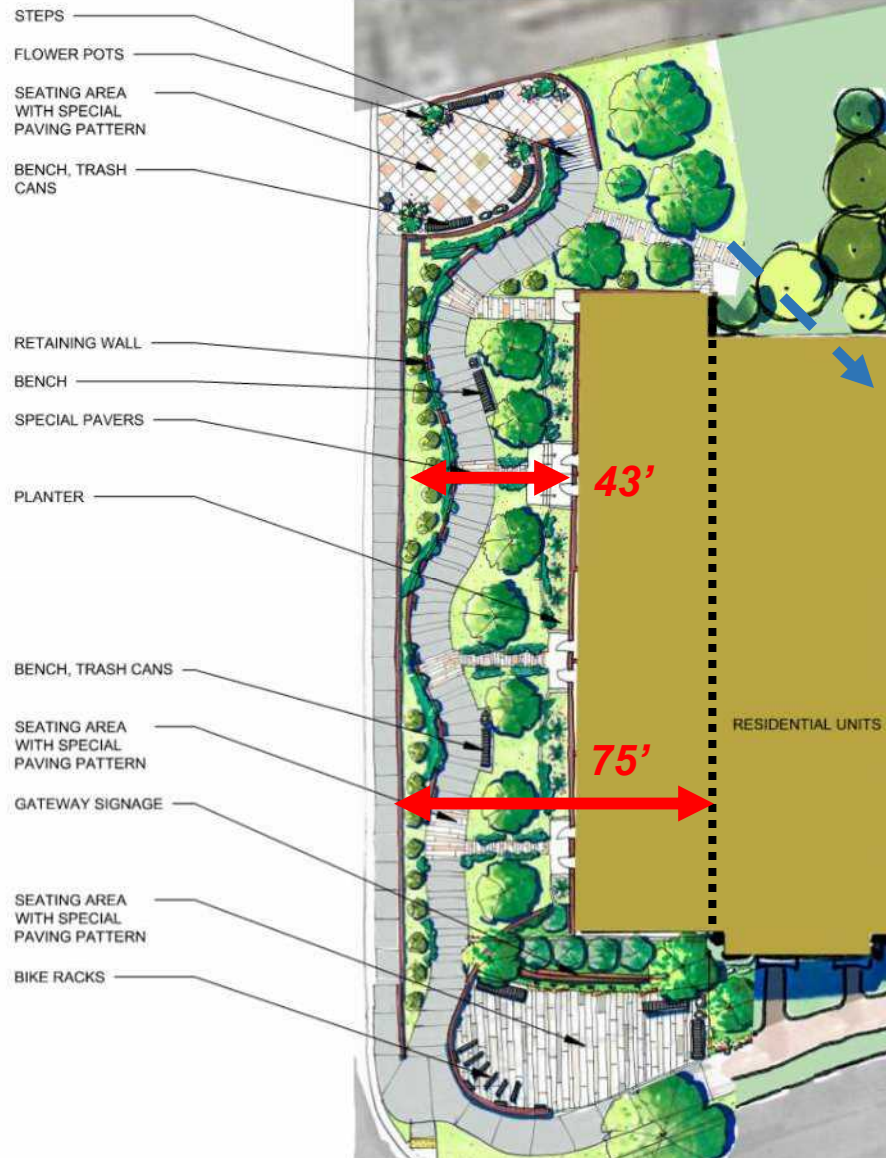


### **GRANDVIEW'S "GRAND VIEW"**

- City Purchased Levey Building to Enhance Views
- Exceeds Setback Guidelines
- Opened up Vance Street corridor with setback, 2-story units
- Grandview/Vance corner (20,000 SF) is open space or limited to 2 stories
- Setbacks and open courtyards preserve solar access and minimize visual effects



## OLDE TOWN RESIDENCES | Criteria 2-Open Space: Public Via Park Along Vance St.



- *Minimum 43' to front of two-story walk-up units*
- *Structures higher than 2 stories are set back a minimum of 75' from Vance Street*
- *Enhance pedestrian and bike access to Olde Town*



## MEETING GOAL | Conditional Use Permit Approval – Criteria 2 Met

| CONDITIONAL USE PERMIT TO ALLOW RESIDENTIAL USE<br>APPROVAL CRITERIA                                                                      |                                                                                       |
|-------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| 1. Comply with Land Development Code                                                                                                      |    |
| 2. Consistent with the Arvada Comprehensive Plan                                                                                          |    |
| 3. Use is Consistent with Zoning District                                                                                                 |    |
| 4. Size, scale, height, density, multi-modal traffic impacts, etc., are comparable with existing and planned uses in the surrounding area |   |
| 5. Infrastructure supports proposed project                                                                                               |  |
| 6. Mitigates any adverse impacts on the surrounding area                                                                                  |  |







## OLDE TOWN RESIDENCES | Criteria 4 and 6

### Site Requires Creative Site Design

#### **Reduced Massing**

- Setback From Grandview
- North-facing Courtyards
- Limit Vance To 2-Stories
- 4 to 3 residential stories – reduced height along Grandview to West
- Solar/Visual Access Maintained

#### **Increased Open Space**

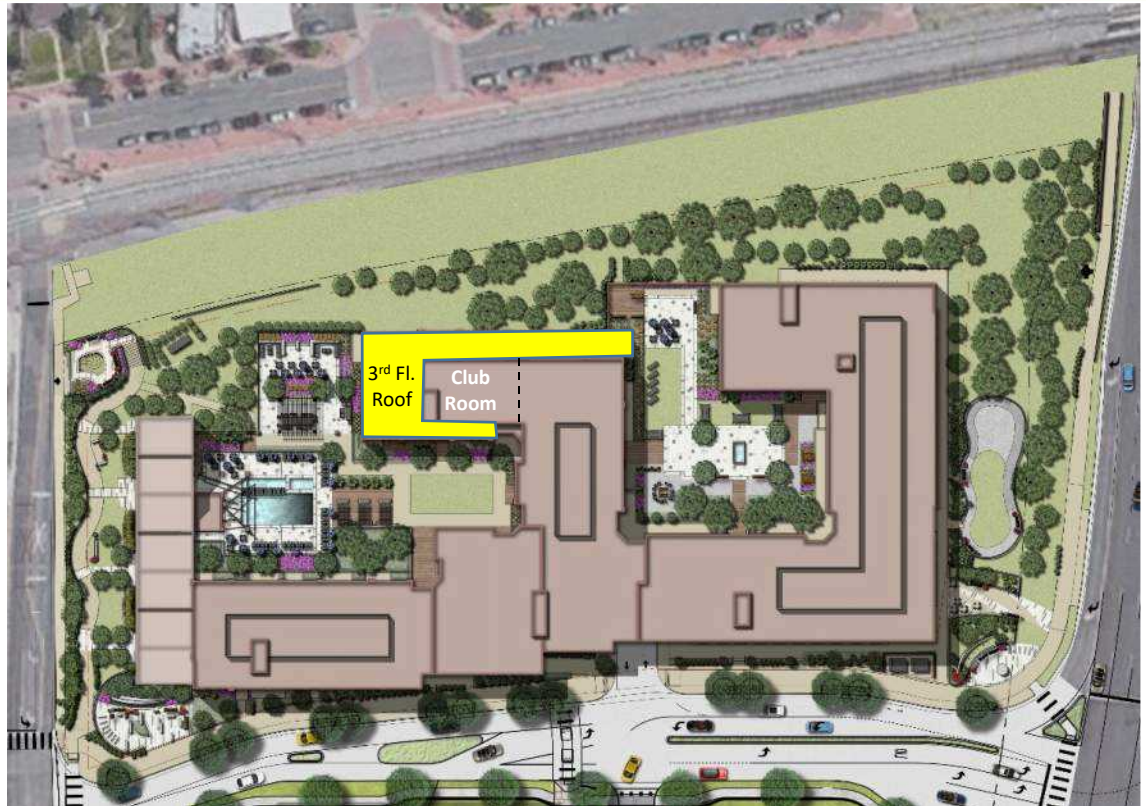
- Exceeds 10% Standard
- 36% Provided
- 58% including Courtyards
- Building sits back 43' Along Vance
- Solar Access to Adjacent Properties
- Promotes Vance View Corridor
- Increased Site Tree Canopy

#### **Structured Parking**

- Retaining Wall Function
- No Exposed Parking
- All Loading in Garage

#### **Compatibility with Olde Town**

- Variety of Materials and Colors
- Masonry Brick
- Articulation
- Punched Windows
- Streetscape and Plazas



#### **Quality Urban Pedestrian Experience**

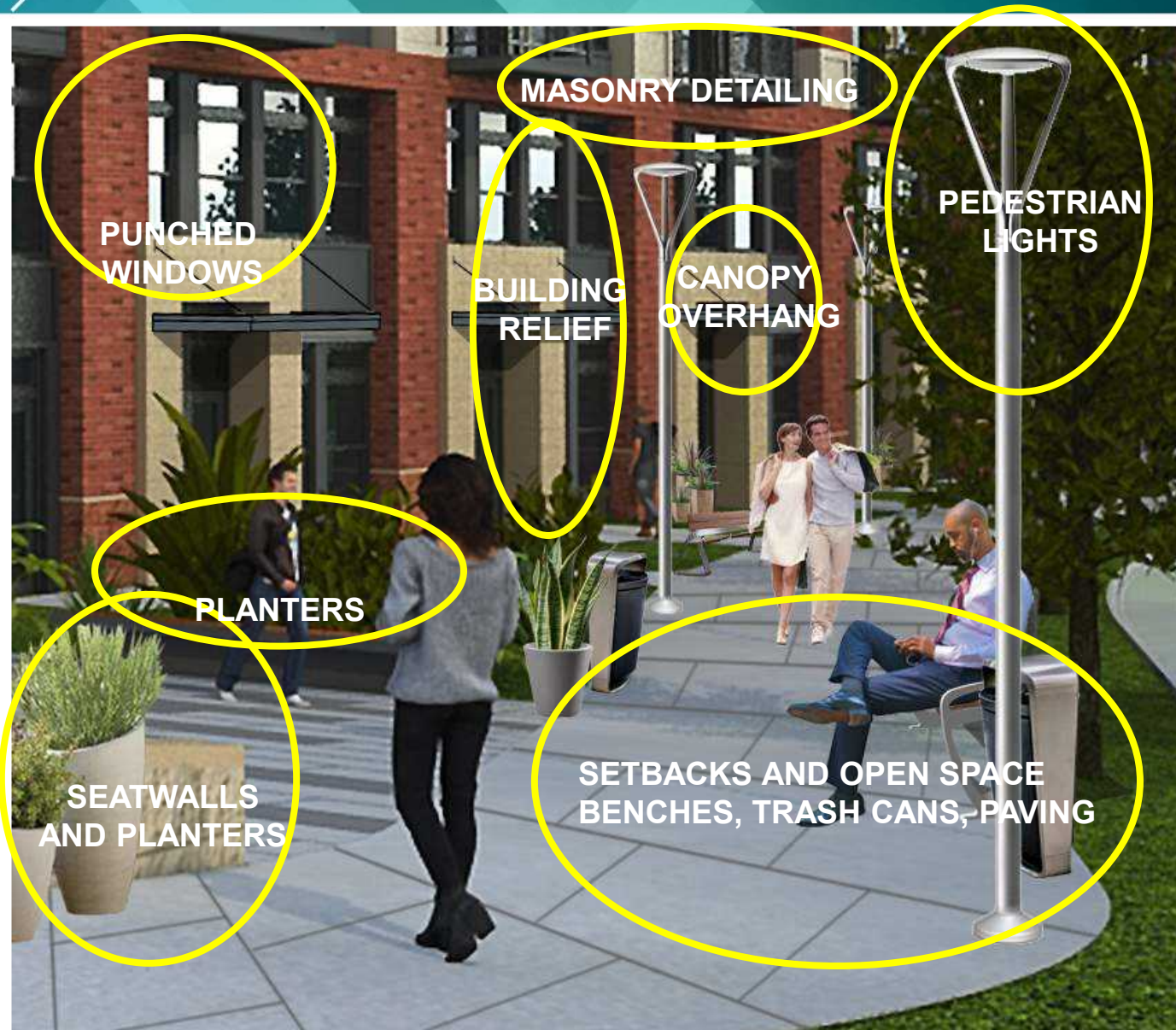
- Walk-Up Units
- Lobby & Leasing Center
- Streetscape Amenities
- Facade Variations
- Public Small Urban Parks including a Dog Park







## OLDE TOWN RESIDENCES | Criteria 4 – Project Compatibility Pedestrian Experience - Materials - Façade







## OLDE TOWN RESIDENCES | Criteria 4 - Compatibility

### DESIGN ELEMENT

### OLDE TOWN ARVADA EXAMPLE

### OLDE TOWN RESIDENCES PROJECT ELEMENT

**PLAZAS, PARKS, PUBLIC  
OPEN SPACE, SIDEWALKS  
AND ACCENTS**

Grandview Plaza



**FLAT ROOF, ORNAMENTAL  
AND RED BRICK DETAILING,  
SET-BACKS, REPEATING  
PATTERN**

Arvada School House Kitchen & Libations



**RED BRICK, ORNAMENTAL  
BRICK DETAILING, PUNCHED  
OPENINGS**

Saint Anne's Church





## OLDE TOWN RESIDENCES | Criteria 4 - Compatibility

### DESIGN ELEMENT

### OLDE TOWN ARVADA EXAMPLE

### OLDE TOWN RESIDENCES PROJECT ELEMENT

**RED BRICK, FLAT ROOF,  
CORBELLING BRICK  
DETAILS**

Hunter Bay Coffee



**BLONDE BRICK, PUNCHED  
OPENINGS**

The Arvada Tavern



**PARKS AND PUBLIC  
SIDEWALK AREAS**

Olde Town Parking







## MEETING GOAL | Conditional Use Permit Criteria Satisfied

| CONDITIONAL USE PERMIT TO ALLOW RESIDENTIAL USE<br>APPROVAL CRITERIA                                                                      |   |
|-------------------------------------------------------------------------------------------------------------------------------------------|---|
| 1. Comply with Land Development Code                                                                                                      | ✓ |
| 2. Consistent with the Arvada Comprehensive Plan                                                                                          | ✓ |
| 3. Use is Consistent with Zoning District                                                                                                 | ✓ |
| 4. Size, scale, height, density, multi-modal traffic impacts, etc., are comparable with existing and planned uses in the surrounding area | ✓ |
| 5. Infrastructure supports proposed project                                                                                               | ✓ |
| 6. Mitigates any adverse impacts on the surrounding area                                                                                  | ✓ |





**THANK YOU**





## REPORT FROM CITY COUNCIL

AGENDA ITEM  
12.A.

DATE: January 25, 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<br>E-470 Authority (alternate)<br>Jefferson Parkway Public Highway Authority<br>Northwest Parkway Authority (Associate Member) (alternate)<br>Urban Drainage and Flood Control District<br>West Connect Coalition<br>*Metro Mayors Caucus                                                                                                                                                                                                                  |
| Dot Miller     | Adams County Economic Development Association<br>Arvada Municipal Court/Judicial Committee<br>CML Policy Committee<br>Jefferson County Community Corrections Board (alternate)<br>Smart City Advisory Committee                                                                                                                                                                                                                                                                           |
| Bob Fifer      | Apex Coordinating Committee<br>Arvada Fire Protection District Coordinating Committee<br>Arvada Transportation Committee<br>Denver Regional Council of Governments<br>Jefferson County R-1 Schools Coordinating Committee<br>Jeffco Transportation Action & Advisory Group (JEFFTAAG)<br>Smart City Advisory Committee                                                                                                                                                                    |
| Nancy Ford     | Arvada Center for the Arts and Humanities<br>Arvada Sustainability Advisory Committee<br>Arvada Visitors Center Committee (alternate)<br>Rocky Flats Stewardship Council                                                                                                                                                                                                                                                                                                                  |
| David Jones    | E-470 Authority (alternate)<br>Jefferson County Community Corrections Board<br>Jefferson County R-1 Schools Coordinating Committee<br>Jefferson Economic Development Council (JEDC)<br>Jefferson Parkway Public Highway Authority<br>Northwest Parkway Authority (Associate Member) (alternate)<br>West Connect Coalition (alternate)                                                                                                                                                     |
| John Marriott  | Adams County Economic Development Association (alternate)<br>Apex Coordinating Committee<br>Arvada Audit Committee<br>Arvada Economic Development Association Board<br>Arvada Municipal Court/Judicial Committee<br>CML Policy Committee<br>Denver Regional Council of Governments (alternate)<br>Jeffco Transportation Action & Advisory Group (JEFFTAAG) (alternate)<br>Olde Town Business Improvement (BID) District<br>Rocky Mountain Metropolitan Airport Community Noise Roundtable |
| Lauren Simpson | Arvada Audit Committee<br>Arvada Fire Protection District Coordinating Committee<br>Arvada Visitors Center Committee<br>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: January 25, 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 1/13/2021

Lorie Gillis, Deputy City Manager 1/13/2021

Mark Deven, City Manager 1/14/2021

Enclosure, exhibits & attachments required to support the report

# 2021 CITY COUNCIL WORKSHOPS, PRESENTATIONS AND RETREATS (TENTATIVE)

| WORKSHOPS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Date     | Lead |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|
| <b>E-mobility</b><br>The purpose of this effort is to reach a policy change recommendation to either allow or prohibit electric scooters (e-scooter) and Class I and II electric bicycles (e-bikes) on Arvada's park and open space paved trails. This initiative supports a Vibrant Community and Neighborhoods City Council Strategic Result to [ensure parks, trails, and open space are in alignment with our diverse, changing, and growing community] by December 2022. This effort is also recommended in the 2016 Arvada Parks, Trails, and Open Space Master Plan and the 2017 Bike and Pedestrian Master Plan. The City recently completed a process with the Transportation Committee that recommended a six-month pilot project allowing micromobility companies (Bird, Lime, Jump, etc.) to operate within a one-mile radius of the G-Line to enhance transit connectivity. Before the rules and regulations related to micromobility can be finalized, the City needs a clearly defined policy allowing or prohibiting electric assist bikes, scooters, and other devices on paved park trails. The first round of public engagement has completed, which included in-person/online surveys and a public meeting to answer questions we received from survey input. This workshop will be a presentation of the data received during this public engagement process. Feedback during the City Council Workshop will help City Staff refine the policy and prioritize future trail system improvements. City staff hopes to reach a finalized policy change recommendation by Q1 2021 so that other city initiatives may be completed or refocused. | Jan 11   | VCN  |
| <b>Annual Street Maintenance</b><br>The Public Works Department, Streets Division, will provide council with an update on the progress made this year on the asphalt and concrete programs. The Streets Division will also update the Council on the progress made on using the new pavement software and how that will help the Streets Division improve our pavement condition.<br><br>The Traffic Engineering Division will update the Council on the progress made in 2020 regarding our signal replacement and maintenance program including fiber connectivity to our traffic signals along the Ralston Road Corridor.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Feb 8    | PW   |
| <b>Rocky Mountain Greenway Trail</b><br>The purpose of this workshop is to discuss progress on the Rocky Mountain Greenway (RMG) Trail. This project directly aligns with the vision laid out in the City of Arvada Parks Master Plan and contributes to the following City Council Strategic Result: By 12/22, complete strategic investments and initiatives to ensure parks, trails, open space, and amenities are in alignment with our diverse, changing, and growing community.<br><br>The vision of the RMG is to connect the three Front Range National Wildlife Refuges (Rocky Mountain Arsenal, Two Ponds and Rocky Flats) with Rocky Mountain National Park through an interconnected, multi-use, regional trail system. The City of Arvada has supported implementation of the "America's Great Outdoors" Rocky Mountain Greenway (RMG) Trail vision since 2012 and the RMG trail project is divided into various phases, some of which are already built. The phase linking Two Ponds NWR to Rocky Flats NWR transects Arvada. The 8.5 mile trail segment was constructed in 2016 and was dedicated on June 4, 2016, as part of National Trails Day.<br><br>This workshop will include a presentation of recently completed soil sampling results collected by Engineering Analytics, Inc. The presentation will also outline next steps which include a review of a draft IGA for the next phase of the project. Council feedback during the workshop will help city staff determine the level of support for the IGA to advance the RMG project into the next phase of trail construction in early 2021.                                          | Feb 8    | VCN  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Mar 15   |      |
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| <b>Metro Districts</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | TBD     | CMO            |
| <b>Americans with Disabilities Act Self-Evaluation and Transition Plan (No other workshops)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | TBD     | PW             |
| <b>Traffic Violation Fee</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | TBD     | PW             |
| <b>Financial Scenarios for Street Maintenance Deficit/Options for Increasing Maintenance Funds</b><br>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/<br>CMO |
| <b>Fiber Master Plan</b><br>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             |
| <b>Community Survey Update</b><br>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            |
| <b>Affordable Housing Presentation</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | TBD     | VCN            |
| <b>Problem Properties</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | TBD     | P.D.           |
| <b>Water Storage – Plan B (include with master plan presentation)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | TBD     | Utilities      |
| <b>Activation of Historical Assets</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | TBD     | VCN            |
| <b>N.W. Arvada</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | TBD     | CED            |
| <b>Tobacco and Vaping</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | TBD     | CMO            |
| <b>Waste Hauling Update</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | TBD     | CMO            |
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| <b>COUNCIL JOINT MEETINGS/DINNERS:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |         |                |
| Denver Water Board<br>Apex Board<br>AURA Board<br>Arvada Center Board–Per Coop Agreement - Annually after October 1 of each year<br>Jefferson Parkway Meeting with Jeffco and Broomfield<br>Council Annual Retreat (January 10, 2020)                                                                                                                                                                                                                                                                                                                                                                                                                                          |         |                |