



City of Arvada

City Council Agenda

JUNE 28, 2021

CITY COUNCIL CHAMBERS

Regular Business

Councilmembers:

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

Staff Members Usually Present:

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

Info: 720-898-7550

THIRD FLOOR CONFERENCE ROOM
EXECUTIVE SESSIONS
4:30 P.M.

Legal Advice, Pursuant to C.R.S. 24-6-402(4)(b) Relating to the Jefferson Parkway Public Highway Authority and Instructions to Negotiators, Pursuant to C.R.S. 24-6-402(4)(e) Relating to an Intergovernmental Agreement between the City of Arvada and Apex Park and Recreation District

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 Jones
3. Roll Call of Councilmembers
4. Approval of Minutes
 - A. June 14, 2021 City Council Meeting
5. Recognitions and Communications
 - A. Recognition of Recipients of the Colorado Manufacturing Awards - Presented by Councilmember Marriott
 - B. Recognition of Julia Gutierrez Walker, Recipient of the Arvada Elks Lodge 2020 Citizen of the Year Award - Presented by Councilmember Simpson
6. Presentations - None
7. Public Comment on Issues not Scheduled on Agenda - Three Minute Limit

8. New Business

A. Consent Agenda

1. R21-088 A Resolution Authorizing the Issuance of a Purchase Order in the Amount of \$230,000.00 to Intuitech, Inc. for the Purchase of a Water Treatment Filter Pilot Plant
2. R21-089 A Resolution Authorizing Contracts for On Call Engineering Services in an Amount up to \$450,000.00 per Contract for Work as Specified Within each Individual Agreement with the Following Contractors: Brown and Caldwell Inc.; Burns & McDonnell Engineering Company, Inc.; Carollo Engineers Inc.; CDM Smith Inc.; Felsburg Holt & Ullevig, Inc.; HDR Engineering Inc.; J & T Consulting, Inc.; Jacobs Engineering Group Inc.; Matrix Design Group Inc.; Muller Engineering Company Inc.; Murraysmith Inc.; Rocksol Consulting Group, Inc.; Stantec Consulting Services, Inc.; Terracon Consultants Inc.
3. R21-090 A Resolution Authorizing the First Amendment to an Agreement by and between the City of Arvada and T & M Construction, LLC for the Reconstruction of Ralston Road between Upham Street and Yukon Street to Change the Scope of Work and Increase the Maximum Compensation Amount by \$448,946.80, Project No. 15-ST-30
4. R21-091 A Resolution Authorizing an Agreement By and Between the City of Arvada and PCL Construction, Inc. for Converting Public Streets into Pedestrian Space for Olde Town Business District in an Amount Not to Exceed \$360,083.00
5. R21-092 A Resolution Authorizing an Agreement Between the City of Arvada and Modstreet for Modular Parklets and Fencing for Olde Town Arvada In an Amount not to Exceed \$500,000.00.

B. Resolutions - None

C. Ordinances (First Reading)

1. CB21-021 An Ordinance Adding Section 62-62, Interference with Staff, Faculty, or Students of Educational Institutions, of Article II, Miscellaneous Offenses, of Chapter 62, Offenses, to the Arvada City Code (Public Hearing to be set for July 19, 2021 at 6:15 p.m.)
2. CB21-022 An Ordinance Amending Section 1-5, General Penalty; Continuing Violations, of Chapter 1, General Provisions, and Section 58-41, Classification of Violations, of Article II, Trial by Jury, of Chapter 58, Municipal Court, of the Arvada City Code (Public Hearing to be set for July 19, 2021 at 6:15 p.m.)
3. CB21-023 An Ordinance Annexing Certain Land Into the City of Arvada, 15812 W. 64th Avenue in the County of Jefferson and State of Colorado (Public Hearing to be set for July 19, 2021 at 6:15 p.m.)
4. CB21-024 An Ordinance Rezoning Certain Land Within the City of Arvada, from Jefferson County A-2 (Agricultural) to City of Arvada R-13 (Residential 13), and Amending the Official Zoning Maps of the City of Arvada, Colorado, Located at 15812 W 64th Avenue (Public Hearing to be set for July 19, 2021 at 6:15 p.m.)

9. Other

A. Appointment to the Metro Wastewater Reclamation District

10. Public Hearings - 6:15 PM

- A. Conditional Use Application for Ralston Gardens Parking Lot, Generally Located at 9250 Ralston Road
- B. Major Modifications for Greyshoe Unit Addition, Generally Located at 5430 Estes Street

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 JUNE 14, 2021

1. Executive Session - Third Floor Conference Room - 5:00 p.m.
 - A. Legal Advice, Pursuant to CRS 24-6-402(4)(b) Relating to Project Indiana

Councilmember Simpson moved to go into Executive Session for Legal Advice, Pursuant to CRS 24-6-402(4)(b) Relating to Project Indiana.

The following votes were cast on the Motion:

Those voting Yes: Williams, Miller, Fifer, Ford, Jones, Marriott, Simpson
The Motion was Approved

2. Call to Order - 6:00 p.m.

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 Ford, Councilmember Marriott, Councilmember Jones and Councilmember Simpson were present in the council chambers. Members of the public were given notice with instructions on how to participate with public comment.

3. Moment of Reflection and Pledge of Allegiance
4. Roll Call of Councilmembers

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

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

5. Approval of Minutes of the May 17, 2021 City Council Meeting

The minutes stand approved.

6. Recognition and Communication - none

7. Public Comment

- A. Kia Ruiz, representing the Arvada Sustainability Committee, addressed council regarding Organized Waste Hauling
- B. Nancy Young, Arvada resident, addressed council regarding climate change

8. New Business

A. Consent Agenda

1. R21-080 A Resolution Authorizing Contract Amendment #2 to a State of Colorado Department of Human Services Contract By and Between the City of Arvada and the State of Colorado for the Arvada Police Department Co-Responder Program
2. R21-081 A Resolution Accepting an Annexation Petition Concerning 15812 W 64th Ave, Finding said Petition Substantially Compliant with C.R.S. 31-12-107(1), and Setting a Public Hearing for July 19, 2021, 6:15 P.M. for City Council to Determine Whether the Area Meets the Requirements of C.R.S. 31-12-104 and 105, and Is Considered Eligible for Annexation
3. R21-082 A Resolution Authorizing the Second Amendment to the Lease Agreement By and Between the City of Arvada and T-Mobile Central, LLC
4. R21-083 A Resolution Authorizing a Construction Contract Agreement By and Between the City of Arvada and Garney Companies Inc. for 1.5 Million Gallon Water Storage Tank in an Amount Not to Exceed \$3,147,000, Project 18-WA-10
5. R21-084 A Resolution Authorizing the Issuance of a Purchase Order in the Amount of \$402,586.00 to L.L. Johnson Distributing Company, Inc., for the Purchase of Turf Maintenance Equipment

Councilmember Marriott moved that R21-080, A Resolution Authorizing Contract Amendment #2 to a State of Colorado Department of Human Services Contract By and Between the City of Arvada and the State of Colorado for the Arvada Police Department Co-Responder Program; R21-081, A Resolution Accepting an Annexation Petition Concerning 15812 W 64th Ave, Finding said Petition Substantially Compliant with C.R.S. 31-12-107(1), and Setting a Public Hearing for July 19, 2021, 6:15 P.M. for City Council to Determine Whether the Area Meets the Requirements of C.R.S. 31-12-104 and 105, and Is Considered Eligible for Annexation; R21-082, A Resolution Authorizing the Second Amendment to the Lease Agreement By and Between the City of Arvada and T-Mobile Central, LLC; R21-083, A Resolution Authorizing a Construction Contract Agreement By and Between the City of Arvada and Garney Companies Inc. for 1.5 Million Gallon Water Storage Tank in an Amount Not to Exceed \$3,147,000, Project 18-WA-10; R21-084, A Resolution Authorizing the Issuance of a Purchase Order in the Amount of \$402,586.00 to L.L. Johnson Distributing Company, Inc., for the Purchase of Turf Maintenance Equipment, be approved.

The following votes were cast on the Motion

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

The Motion was Approved

B. Resolutions

1. R21-085 R21-085 A Resolution Approving the Ninth and Tenth Amendments to an Employment Agreement By and Between the Arvada Urban Renewal Authority and Maureen C. Phair as Secretary and Executive Director

Councilmember Marriott moved that R21-085 be removed from the agenda.

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) - none

9. Other

A. Appointment to the Transportation Committee

Councilmember Fifer moved to Appoint Brandon Figliolino to the Transportation Committee for a 2-year term ending April 20, 2023.

The following votes were cast on the Motion

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

The Motion was Approved

10. Public Hearings

- A. R21-086 A Resolution Setting Forth Certain Findings of Fact and Conclusions as to the Annexation of Certain Land Into the City of Arvada, Colorado, Maple Valley Park, Approximately Located at 6900 Indiana Street
- B. CB21-016 An Ordinance Annexing Certain Land Into the City of Arvada, Maple Valley Park, Approximately Located at 6900 Indiana Street (Ordinance No. 4763)
- C. CB21-017 An Ordinance Rezoning Certain Land Within the City of Arvada, Maple Valley Park, from Jefferson County A-2 (Agricultural) to City of Arvada OS (Open Space) and Amending the Official Zoning Maps of the City of Arvada, Colorado, Approximately Located at 6900 Indiana Street (Ordinance No. 4764)

Mayor Williams opened the public hearing on R21-086, CB21-016 and CB21-017.

Rob Smetana, Planning Manager, reviewed these items with council and stated that the posting logs and mailing affidavit have been received and are in order. Mayor Williams made them a part of the official record, along with the staff report.

Sworn Testimony: Matt Boone, Representing Applicant
James Silvestro, Attorney representing Ralston Valley Coalition, in support
Gordon Reusink, Director of Vibrant Communities and Neighborhoods, in support
Kathleen Quinn, Arvada resident, in opposition of Project Indiana
Sandra Kay Curtis, Arvada resident, for the issue
Kristine Serrano, Arvada resident, for the issue
Edward Guiducci, Arvada resident, against the issue
Deborah Guiducci Arvada resident, against the issue
Jennifer Enochs, Arvada resident, against the issue
Brian Allison, Arvada resident, against the issue
Richard Enochs, Arvada resident, against the issue
Karen Yanz, Arvada resident, against the issue
Diane Vlien, Arvada resident, against the issue

Jennie Ridgely, Arvada resident, against the issue
Laurel Colvin, Arvada resident, against the issue
H. Lee Tubach, Arvada resident, against the issue
Barbara McMullin, Arvada resident, against the issue
Joan Anderson, Arvada resident, against the issue
Shannon Seela, Arvada resident, against the issue
Kurt Seela, Arvada resident, against the issue
Keith Durbin, Arvada resident, against the issue
Jane Duncan, Arvada resident, against the issue
Beth Bubach, Arvada resident, against the issue
Kelly DiMasi, Arvada resident, against the issue
Jennifer Kramer, Arvada resident, against the issue
Eric Zeitlow, Arvada resident, against the issue
Denise Botton, Arvada resident, against the issue
Arlene Gregersen, Arvada resident, against the issue
Michelle Jones, Arvada resident, against the issue
Linda Sorauf, Arvada resident, against the issue
Scott Leivian, Arvada resident, against the issue
Sherri Cable Lafferty, Arvada resident, against the issue
Donald Lee Lafferty, Arvada resident, against the issue
Janice Eckhardt, Arvada resident, against the issue
Bob Averill, Arvada resident, against the issue
Kathleen Leivian, Arvada resident, against the issue
Martha Davidson, Arvada resident, against the issue
Kent Stannard, Arvada resident, against the issue
William Luck, Arvada resident, against the issue
Barbara Stannard, Arvada resident, against the issue
Allison Young, Arvada resident, against the issue
Jane Lewis, Arvada resident, against the issue
Tracy Sanner, Arvada resident, against the issue
Rebecca Bendzewicz, Arvada resident, against the issue
Glenn Thompson, Arvada resident, against the issue
Bonnie Thompson, Arvada resident, against the issue
Jamie Murphy, Arvada resident, against the issue
Catherine Paxton, Arvada resident, against the issue
Hannah Gains, Arvada resident, against the issue
Kevin Capodice, Arvada resident, against the issue
Debbie Phillips, Arvada resident, against the issue
Steven Billespie, Arvada resident, against the issue
Eric Elliott, Arvada resident, against the issue
Janice Kruse, Arvada resident, against the issue
Andrea Morris, Arvada resident, against the issue
Amanda Kruse, Arvada resident, against the issue
Julie Brown, Arvada resident, against the issue
Barbara Galgano, Arvada resident, against the issue
Katie Lehr, Arvada resident, against the issue
Leslie Walbridge, Arvada resident, against the issue
Vicki Walbridge, Arvada resident, against the issue

Anne Earl, Arvada resident, against the issue
Lauren Stellen, Arvada resident, against the issue

Councilmember Fifer moved that R21-086, A Resolution Setting Forth Certain Findings of Fact and Conclusions as to the Annexation of Certain Land Into the City of Arvada, Colorado, Maple Valley Park, Approximately Located at 6900 Indiana Street, be approved.

The following votes were cast on the Motion

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

The Motion was Approved

Councilmember Fifer moved that CB21-016, An Ordinance Annexing Certain Land Into the City of Arvada, Maple Valley Park, Approximately Located at 6900 Indiana Street, be approved on final reading, numbered 4763 and published by title only.

The following votes were cast on the Motion

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

The Motion was Approved

Councilmember Fifer moved that CB21-017, An Ordinance Rezoning Certain Land Within the City of Arvada, Maple Valley Park, from Jefferson County A-2 (Agricultural) to City of Arvada OS (Open Space) and Amending the Official Zoning Maps of the City of Arvada, Colorado, Approximately Located at 6900 Indiana Street, be approved on final reading, numbered 4764 and published by title only.

The following votes were cast on the Motion

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

The Motion was Approved

- | | | |
|----|----------|---|
| D. | R21-087 | A Resolution Setting Forth Certain Findings of Fact and Conclusions as to the Annexation of Certain Land Into the City of Arvada, Colorado, 6700 Indiana Street, 6702 Indiana Street, 6710 Indiana Street, and a Portion of 6720 Indiana Street |
| E. | CB21-018 | An Ordinance Annexing Certain Land Into the City of Arvada, 6700 Indiana Street, 6702 Indiana Street, 6710 Indiana Street, and a Portion of 6720 Indiana Street in the County of Jefferson and State of Colorado, (Ordinance No. 4765) |
| F. | CB21-019 | An Ordinance Rezoning Certain Land Within the City of Arvada, Project Indiana, from Jefferson County A-2 (Agricultural) to City of Arvada IL (Industrial, Light) and Five Parcels from City of Arvada CG (Commercial, General) to City of Arvada IL (Industrial, Light) and Amending the Official Zoning Maps of the City of Arvada, Colorado, Generally Located at 6730 Indiana Street, 14725 W. 66th Place, 14785 W. 66th Place, 6700 Indiana Street, 6702 Indiana Street, 6710 Indiana Street, and a Portion of 6720 Indiana Street (Ordinance No. 4766) |

Rob Smetana, Planning Manager, reviewed these items with council and stated that the posting logs and mailing affidavit have been received and are in order. Mayor Williams made them a part of the official record, along with the staff report.

Sworn Testimony: Carolyn White, Attorney representing applicant

James Silvestro, Attorney representing opposition
Michael Schweitzer, Arvada resident, in opposition
Richard Bolling, Arvada resident, in opposition
Julie Brown, Arvada resident, in opposition
Gina Hallisey, Arvada resident, in opposition
Art Newsome, Arvada resident, in opposition
Kevin Potter, Arvada resident, in opposition
Melissa Melton, Arvada resident, in opposition
Meg McCarthy, Arvada resident, in opposition
Jerrilyn McAndrew, Arvada resident, in opposition
Dan Murphy, Arvada resident, in opposition
Chad Lavery, Arvada resident, in opposition
Nancy Wylie, Arvada resident, in opposition
Jacqui Ainlay-Conley, Arvada resident, in opposition
Larry Barker, representing the Chamber of Commerce, in support
Chuck St. John, Arvada resident, in opposition
Jennifer Lavery, Arvada resident, in opposition
James Henry, Arvada resident, in opposition
Jan Edwards Aston, Arvada resident, in opposition
Victoria Baker, Arvada resident, in opposition
Lyle Lavery, Arvada resident, in opposition
Toby Gribishon, Arvada resident, in opposition
Robert Martin, Arvada resident, in opposition
Floyd Nordstrom, Arvada resident, in opposition
Jim Cheatham, Arvada resident, in opposition
Tony Rawluk, Arvada resident, in opposition
John Christopher, Arvada resident, in opposition
Mike Switzer, Arvada resident, in opposition
Madhvi Chittoor, via Zoom, Arvada resident, in opposition
Anne Switzer, Arvada resident, in opposition
Bob West, Arvada resident, in support
Chris Kanagy, Arvada resident, in opposition
Doug Raizh, Arvada resident, in opposition
Scott Osborn, Arvada resident, in opposition
Leslie Walbridge, Arvada resident, in opposition
Vicky Walbridge, Arvada resident, in opposition
Jan Edwards Aston, Arvada resident, in opposition
Mike Rollick, Jeffco resident, in opposition
Eric Zeitlow, Arvada resident, in opposition

Councilmember Simpson moved to suspend rule 2B so council can continue past 11 p.m.

The following votes were cast on the Motion

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

The Motion was Approved

Sworn Testimony continued:

Cheryl Walton, Arvada resident, in opposition

Denise Bohon, Arvada resident, in opposition
Kate Baldree, Arvada resident, in opposition
Susan Smith, Arvada resident, in opposition
John Niehues, Arvada resident, in opposition
Stuart Schwartz, Arvada resident, in opposition
Nancy Young, Arvada resident, in opposition
Kileigh Hammond, Arvada resident, in opposition

Those that did not speak but wanted their name entered into the record:

Scott Booth, Arvada resident, in opposition
Barbara Galgano, Arvada resident, in opposition
Lauren Stellen, Arvada resident, in opposition
Julie Brown, Arvada resident, in opposition
Amanda Kruse, Arvada resident, in opposition
Janice Kruse, Arvada resident, in opposition
Andrea Morris, Arvada resident, in opposition
Eric Elliott, Arvada resident, in opposition
Kristine Serrano, Arvada resident, in opposition
Catherine Gillespie, Arvada resident, in opposition
Steven Gillespie, Arvada resident, in opposition
Jim Maley, Arvada resident, in opposition
Kevin Capodice, Arvada resident, in opposition
Hannah Gaines, Arvada resident, in opposition
Catherine Paxton, Arvada resident, in opposition
Debbie Phillips, Arvada resident, in opposition
Shannon Booth, Arvada resident, in opposition
Annalise Booth, Arvada resident, in opposition
Jamie Murphy, Arvada resident, in opposition
Bonnie Purnell Thompson, Arvada resident, in opposition
Glenn Thompson, Arvada resident, in opposition
Rebecca Bendzewicz, Arvada resident, in opposition
Jane Lewis, Arvada resident, in opposition
Tracy Sanner, Arvada resident, in opposition
Allison Young, Arvada resident, in opposition
Renee Stark, Arvada resident, in opposition
Barbara Stannard, Arvada resident, in opposition
Kent Stannard, Arvada resident, in opposition
William Luck, Arvada resident, in opposition
Debra Gander, Arvada resident, in opposition
Martha Davidson, Arvada resident, in opposition
Bob Averill, Arvada resident, in opposition
Kathleen Leivian, Arvada resident, in opposition
Erik Mathys, Arvada resident, in opposition
Janice Eckhardt, Arvada resident, in opposition
Donald Lafferty, Arvada resident, in opposition
Sherri Cable Lafferty, Arvada resident, in opposition
Susan Averill, Arvada resident, in opposition
Annelese Rix, Arvada resident, in opposition

Scott Leivian, Arvada resident, in opposition
Linda Sorauf, Arvada resident, in opposition
Michelle Jones, Arvada resident, in opposition
Arlene Gregersen, Arvada resident, in opposition
Laura Belanger, Arvada resident, in opposition
Michelle Mitchiner, Arvada resident, in opposition
Eric Mitchiner, Arvada resident, in opposition
Kelly Dougherty, Arvada resident, in opposition
Leanne Tarleton, Arvada resident, in opposition
Erik Zerhow, Arvada resident, in opposition
Debra Miller, Arvada resident, in opposition
Edward Miller, Arvada resident, in opposition
Keith Durbin, Arvada resident, in opposition
Brandon Knutson, Arvada resident, in opposition
Lisa Knutson, Arvada resident, in opposition
Lisa Baca, Arvada resident, in opposition
Kathy Deriss, Arvada resident, in opposition
Kathy Martin, Arvada resident, in opposition
Judith Galterio, Arvada resident, in opposition
Edward DeVincenzo, Arvada resident, in opposition
Laurel Colvin, Arvada resident, in opposition
Lori Luyk, Arvada resident, in opposition
Kaitlynn Luyk, Arvada resident, in opposition
Jenna DeVincenzo, Arvada resident, in opposition
Gabor Kalaszi, Arvada resident, in opposition
Kurt Seela, Arvada resident, in opposition
Shannon Seela, Arvada resident, in opposition
Joan Anderson, Arvada resident, in opposition
Barbara McMullin, Arvada resident, in opposition
H. Lee Turbach, Arvada resident, in opposition
Garry Duncan, Arvada resident, in opposition
Beth Turbach, Arvada resident, in opposition
Mark Ferro, Arvada resident, in opposition
Steven Thormod, Arvada resident, in opposition
Victor Ramen, Arvada resident, in opposition
Marie Bucknam, Arvada resident, in opposition
Cary Germain, Arvada resident, in opposition
Paul Schlimgen, Arvada resident, in opposition
Andrea Schlimgen, Arvada resident, in opposition
Robert Buckman, Arvada resident, in opposition
Pat Malone, Arvada resident, in opposition
Andine Henning Gilmore, Arvada resident, in opposition
Richard Gilmore, Arvada resident, in opposition
George Stroberg, Arvada resident, in opposition
Jules Brownell, Arvada resident, in opposition
Jerry Blackburn, Arvada resident, in opposition
Cheryl St. John, Arvada resident, in opposition
Edward Guiducci, Arvada resident, in opposition

Edward Yevak, Arvada resident, in opposition
Jennie Ridgely, Arvada resident, in opposition
Kathy Ritter-Allison, Arvada resident, in opposition
Rainer Gerbatsch, Arvada resident, in opposition
Karen Gerbatsch, Arvada resident, in opposition
John Phillips, Arvada resident, in opposition
Jessica Clemens, Arvada resident, in opposition
Karen Yanz, Arvada resident, in opposition
Michael Florence, Arvada resident, in opposition
Diane Vliern, Arvada resident, in opposition
Marilyn Bryan, Arvada resident, in opposition
Richard Enochs, Arvada resident, in opposition
Jennifer Enochs, Arvada resident, in opposition
Brian Allison, Arvada resident, in opposition
Deborah Guiducci, Arvada resident, in opposition
Julie Callahan, Arvada resident, in opposition
Sharon Reilly, Arvada resident, in opposition
Sandra Kay Curtis, Arvada resident, in opposition
Anne Earl, Arvada resident, in opposition
Nathan Klatzkin, Arvada resident, in opposition

Councilmember Marriott moved that R21-087, A Resolution Setting Forth Certain Findings of Fact and Conclusions as to the Annexation of Certain Land Into the City of Arvada, Colorado, 6700 Indiana Street, 6702 Indiana Street, 6710 Indiana Street, and a Portion of 6720 Indiana Street, be approved

The following votes were cast on the Motion

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

Those voting no: Jones

The Motion was Approved

Councilmember Marriott moved that CB21-018, An Ordinance Annexing Certain Land Into the City of Arvada, 6700 Indiana Street, 6702 Indiana Street, 6710 Indiana Street, and a Portion of 6720 Indiana Street in the County of Jefferson and State of Colorado, be rejected.

The following votes were cast on the Motion

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

Those voting no: Miller, Williams

The Motion was Approved

Councilmember Marriott moved that CB21-019, An Ordinance Rezoning Certain Land Within the City of Arvada, Project Indiana, from Jefferson County A-2 (Agricultural) to City of Arvada IL (Industrial, Light) and Five Parcels from City of Arvada CG (Commercial, General) to City of Arvada IL (Industrial, Light) and Amending the Official Zoning Maps of the City of Arvada, Colorado, Generally Located at 6730 Indiana Street, 14725 W. 66th Place, 14785 W. 66th Place, 6700 Indiana Street, 6702 Indiana Street, 6710 Indiana Street, and a Portion of 6720 Indiana Street, be rejected.

The following votes were cast on the Motion

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

Those voting no: Miller
The Motion was Approved

11. Public Comment - Five Minute Limit - none
12. City Council Reports
13. City Manager Reports
 - A. Mark Deven, City Manager, reviewed the upcoming Workshop Schedule.
14. City Attorney Reports – none
15. Adjournment at 1:20 a.m.

Marc Williams, Mayor

SEAL:

Kristen R. Rush, City Clerk



REPORT TO CITY COUNCIL

AGENDA ITEM
5.A.

TO: THE HONORABLE CITY COUNCIL

DATE: June 28, 2021

SUBJECT: Recognition of Recipients of the Colorado Manufacturing Awards - Presented by Councilmember Marriott

Report in Brief

Each year, CompanyWeek, a Colorado-centric manufacturing industry magazine, and Manufacturer's Edge, Colorado's NIST-sponsored Manufacturing Extension Partnership, join together to host and produce an event to recognize Colorado manufacturing advocates and stakeholders from across industry and the supply chain. The 2021 Colorado Manufacturing Awards (CMA) build on five successful years of recognizing outstanding companies and people shaping American manufacturing, in a region emerging as a model for a new, dynamic sector.

Arvada was honored this year with three of the winners having businesses in Arvada. Sundyne is located in Arvada, while SAS's manufacturing facility known as the Flight Factory is in Arvada, and Heidi Hostetter works as Vice President of Faustson Tool in Arvada.

Sundyne, a global leader in the design and manufacture of mission critical pumps and compressors, has been named Industrial Equipment Manufacturer at the 2021 Colorado Manufacturing Awards. With nearly 400 employees in Arvada Colorado, Sundyne designs and manufactures highly-engineered pumps & compressors for natural gas, power, chemical, petrochemical and agro-chemical businesses in more than 100 countries around the globe. Angela Alloro, Sundyne, will be present for the Recognition.

Special Aerospace Services (SAS) has been named Aerospace Manufacturer of the Year at the 2021 Colorado Manufacturing Awards. SAS started with the dream of founders Heather and Tim Bulk to bring together the best minds in the aerospace community to offer clients unique engineering and tactical solutions in support of their endeavors in the air and in space. SAS is a tactical engineering and advanced manufacturing firm with more than a decade of experience providing cutting-edge solutions to Aerospace, Aviation, Defense and Energy organizations worldwide. This category in the Colorado Manufacturer Awards recognizes outstanding contract and OE manufacturing and supply-chain operations in Colorado's world-class aerospace economy. Heather Bulk with Special Aerospace Services will be present for the Recognition.

Heidi Hostetter, CEO of H2 Manufacturing Solutions was named as the 2021 Colorado Manufacturing Woman of the Year. Although Heidi's manufacturing consulting business, H2 Manufacturing Solutions, is located outside of Arvada, she has been and continues to be highly involved with manufacturing leadership and innovation in Arvada over the past two decades. Heidi serves as Vice President of Faustson Tool, an aerospace manufacturing company in Arvada. She also serves on the Board of Directors for the Northern Colorado Manufacturing Partnership, and was a founding member of the Adapt Center for additive manufacturing in partnership with the Colorado School of Mines. Ms. Hostetter will be present for the Recognition.

Prepared by:
Chris Koch, CCO Admin

Reviewed by:
Toni Riebschlager, Law Office Administrator 6/7/2021

Approved by:

Rachel Morris, City Attorney 6/8/2021

Lorie Gillis, Deputy City Manager 6/16/2021

Mark Deven, City Manager 6/17/2021

Enclosure, exhibits & attachments required to support the report

Certificate of Recognition



presented to

SUNDYNE

*In recognition of receiving the Colorado Manufacturing Award
as the 2021 Industrial/Equipment Manufacturer of the Year*

Presented this 28th day of June, 2021

Marc Williams, Mayor

Dot Miller, Mayor Pro Tem

Bob Fifer, Councilmember

Nancy Ford, Councilmember

David Jones, Councilmember

John Marriott, Councilmember

Lauren Simpson, Councilmember



Certificate of Recognition



presented to

Special Aerospace Services

Boulder/Arvada

*In recognition of receiving the Colorado Manufacturing Award
as Aerospace Manufacturer of the Year*

Presented this 28th day of June, 2021

Marc Williams, Mayor

Dot Miller, Mayor Pro Tem

Bob Fifer, Councilmember

Nancy Ford, Councilmember

David Jones, Councilmember

John Marriott, Councilmember

Lauren Simpson, Councilmember



presented to

HEIDI HOSTETTER

*In recognition of receiving the 2021 Colorado Manufacturing
Woman of the Year Award*

Presented this 28th day of June, 2021

Marc Williams, Mayor

Dot Miller, Mayor Pro Tem

Bob Fifer, Councilmember

Nancy Ford, Councilmember

David Jones, Councilmember

John Marriott, Councilmember

Lauren Simpson, Councilmember



REPORT TO CITY COUNCIL

AGENDA ITEM
5.B.

TO: THE HONORABLE CITY COUNCIL

DATE: June 28, 2021

SUBJECT: Recognition of Julia Gutierrez Walker, Recipient of the Arvada Elks Lodge 2020 Citizen of the Year Award - Presented by Councilmember Simpson

Report in Brief

The Arvada Elks Lodge has named Julia Gutierrez-Walker as the recipient of their Distinguished Citizenship Award for 2020. The overall Mission of the Elks is "To inculcate the principles of Charity, Justice, Human Love and Fidelity; to promote the welfare and enhance the happiness of its Members; to quicken belief and patriotism; to cultivate good fellowship; to perpetuate itself as a fraternal organization and to provide for its government. The Benevolent and Protective Order of Elks of the United States of America serves the people and communities through benevolent programs. Gene Schluter, Arvada Elks Lodge will present this award to Julia Gutierrez Walker.

In March of 2020 at the beginning of the first pandemic shutdown, Julia Gutierrez Walker and her son took a small table to the Secrest Elementary School parking lot and set it up with some food and hygiene supplies for people in need to come and help themselves. They invited the community to join in dropping off food and donations as well as invited anyone in need to come by to collect what they could use. They called the event "The Giving Table".

The response to the first table was huge, and many community members requested that Julia continue to host the event as more and more support grew, especially with the pandemic putting Arvadans out of work. The informal Giving Table was officially registered as a non-profit over the summer of 2020, with an official new name: **Hope, Connection and Community**.

During 2020 Julia ran several events to help those in need. A sampling include:

- Food delivery: Her non-profit organized community volunteers and business partners to build grocery bags of nutritious food staples and delivered for free to hungry residents across the city.
- Easter: They provided fifteen complete meals for families impacted by the pandemic as well as Easter Baskets for their children.
- Mother's Day: They provided ten gift bags for mothers whose families that had been affected by COVID and would not be able to afford to get their mom anything for the holiday.
- Arvada Fire Department Appreciation Day: Gift baskets for each Fire Station in Arvada as well as their First House. They also supported the "Light the Night" event by purchasing and distributing red light bulbs to support fallen firefighters and their families.
- Police Appreciation Day: Gift baskets were provided for all the police stations in Arvada as well as many thank you cards made by community members.
- Bike Drive: They collected 64 bikes of all sizes and held a bike event where 64 kids came with their parents to pick up their bikes and then stay for a socially-distant BBQ and live music.
- Thanksgiving: They provided 10 complete Thanksgiving meals and distributed them to families in need.

- Christmas: They hosted the "Tree of Hope," which paired 103 kids with sponsors who secured Christmas gifts for them and also worked with a local food caterer to provide 25 meals to families in need in Arvada.

Overall, it is estimated that **Hope, Connection and Community** events served approximately 1,000 Arvada households that were in need in 2020.

A representative from the Arvada Elks Lodge will be in attendance to present the award.

Prepared by:
Chris Koch, CCO Admin

Reviewed by:
Toni Riebschlager, Law Office Administrator 6/14/2021

Approved by:

Rachel Morris, City Attorney 6/14/2021
Lorie Gillis, Deputy City Manager 6/16/2021
Mark Deven, City Manager 6/17/2021

Enclosure, exhibits & attachments required to support the report

presented to

***JULIA GUTIERREZ
WALKER***

*In recognition of being named the Arvada Elks Lodge 2020
Citizen of the Year*

Presented this 28th day of June, 2021

Marc Williams, Mayor

Dot Miller, Mayor Pro Tem

Bob Fifer, Councilmember

Nancy Ford, Councilmember

David Jones, Councilmember

John Marriott, Councilmember

Lauren Simpson, Councilmember



REPORT TO CITY COUNCIL

AGENDA ITEM
8.A.

TO: THE HONORABLE CITY COUNCIL

DATE: June 28, 2021

SUBJECT: Consent Agenda

Report in Brief

8.A.1. R21-088 A Resolution Authorizing the Issuance of a Purchase Order in the Amount of \$230,000.00 to Intuitech, Inc. for the Purchase of a Water Treatment Filter Pilot Plant

8.A.2. R21-089 A Resolution Authorizing Contracts for On Call Engineering Services in an Amount up to \$450,000.00 per Contract for Work as Specified Within each Individual Agreement with the Following Contractors: Brown and Caldwell Inc.; Burns & McDonnell Engineering Company, Inc.; Carollo Engineers Inc.; CDM Smith Inc.; Felsburg Holt & Ullevig, Inc.; HDR Engineering Inc.; J & T Consulting, Inc.; Jacobs Engineering Group Inc.; Matrix Design Group Inc.; Muller Engineering Company Inc.; Murraysmith Inc.; Rocksol Consulting Group, Inc.; Stantec Consulting Services, Inc.; Terracon Consultants Inc.

8.A.3. R21-090 A Resolution Authorizing the First Amendment to an Agreement by and between the City of Arvada and T & M Construction, LLC for the Reconstruction of Ralston Road between Upham Street and Yukon Street to Change the Scope of Work and Increase the Maximum Compensation Amount by \$448,946.80, Project No. 15-ST-30

8.A.4. R21-091 A Resolution Authorizing an Agreement By and Between the City of Arvada and PCL Construction, Inc. for Converting Public Streets into Pedestrian Space for Olde Town Business District in an Amount Not to Exceed \$360,083.00

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:
Chris Koch, CCO Admin

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: June 28, 2021

SUBJECT: R21-088 A Resolution Authorizing the Issuance of a Purchase Order in the Amount of \$230,000.00 to Intuitech, Inc. for the Purchase of a Water Treatment Filter Pilot Plant

Report in Brief

Attached for Council consideration is a Resolution authorizing the purchase of a water treatment filter pilot plant. This pilot is being purchased to provide data necessary to designing the rehabilitation of filters at the Ralston Water Treatment Plant. This project also will increase the resiliency of the Ralston Water Treatment Plant. Finally, this pilot will be used for the piloting required to replace the Arvada Water Treatment Plant in the near future along with team use for water treatment optimization. The water treatment filter pilot plant shall not exceed \$230,000.

The water treatment filter pilot is sole sourced because the Intuitech filter skid is the only option to have a fully integrated piloting system, including pretreatment and ancillary treatment skids, that will be used for future piloting efforts.

The Arvada team recommends that the City Council approve R21-088, A Resolution Authorizing the Issuance of a Purchase Order in the Amount of \$230,000.00 to Intuitech, Inc. for the Purchase of a Water Treatment Filter Pilot Plant.

Financial Impact

This purchase is a one-time request, and \$230,000 of funding has been allocated for this purchase in the following account:

RWTP Filter Improvements Project, 97591

Background

As a core Principle within the Infrastructure Priority Area of the City Council Strategic Plan, the City of Arvada is committed to providing safe, reliable, high-quality water to our residents. This water is produced at two water treatment plants that are owned and operated by the City, including the Ralston Water Treatment Plant and the Arvada Water Treatment Plant (WTP), and both plants require significant upgrades or replacement in the near future in order for the Utilities team to continue to meet this core Principle. A filter pilot plant study is required by the Colorado Department of Health and Environment to make changes to the filters at any treatment plant. The reasons for the needed changes are described in more detail within the Discussion section. Our team has determined that a sole source purchase of a filter pilot unit provided by Intuitech is the preferred alternative.

City Council authorized a study completed in 2019 to confirm the needs of the water treatment plants owned and operated by the City. The key findings of the study were the replacement of the filter beds at Ralston WTP, and the recommendation to replace Arvada WTP with a new facility in the near future.

The Ralston WTP is the larger plant and treats the majority of the water served to the residents of Arvada year around. It provides high-level service; however, the filter media is aging and needs to be replaced. The average age of the filter media at the Ralston Water Treatment Plant is well over the industry standard useful life of 10 to 15 years. The media installed at the Ralston WTP in 1986 is no longer considered best practice and changes to the type and depth need to be evaluated prior to

media replacement.

The Arvada WTP is a seasonal plant that provides water during the high demand summer months. While this plant currently provides high-level service, the Master Plan recommendation is replacement in the near-term (less than 10 years).

A pilot system is a micro-scale water treatment plant used to investigate alternatives prior to design work. The filter skid will be used by the Arvada team, with the assistance of a consultant, to identify the filtration treatment process best suited for the Ralston WTP raw water source. In addition to the current work at the Ralston WTP, pilot system studies for the Arvada WTP replacement will be required by regulatory agencies and will be used to identify cost efficiencies in design. Arvada team members have additionally identified filter studies that can be used to optimize the existing Ralston WTP and used to train treatment operators. For these reasons, our team has determined that purchasing is more cost-effective than leasing over the next five years.

Discussion

The Ralston Water Treatment Plant's filter media is aging and in need of replacement. The average age of the filter media at the Ralston Water Treatment Plant is well over the industry standard useful life of 10 to 15 years. The media installed at the Ralston WTP in 1986 is no longer considered best practice and changes to the type and depth need to be evaluated prior to media replacement.

To replace the existing media, the filter system must be piloted according to current practice by Colorado Department of Public Health and Environment. The filter pilot will also be used for future piloting efforts as a replacement as the Arvada Water Treatment Plant moves into the study and design phases and for future water treatment optimization.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The recommended action aligns with the Infrastructure Priority Area of the City Council Strategic Plan. As stated herein, the recommendation will support the following Principle within the Infrastructure Priority Area:

Provides the community with a safe, reliable, high-quality water supply, drainage system, and wastewater disposal services for full City build-out, as defined in the Comprehensive Plan. This includes maintaining utility rates at the lowest practical levels with accurate billing that supports the replacement of aging infrastructure in order to maintain robust utility systems.

Alternative Courses of Action

N/A.

Recommendation for Action

The Arvada team recommends that the City Council approve R21-088, A Resolution Authorizing the Issuance of a Purchase Order in the Amount of \$230,000.00 to Intuitech, Inc. for the Purchase of a Water Treatment Filter Pilot Plant.

Suggested Motion:

SUBJECT: R21-088 A Resolution Authorizing the Issuance of a Purchase Order in the Amount of \$230,000.00 to Intuitech, Inc. for the Purchase of a Water Treatment Filter Pilot Plant

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ITEM: 8.A.1.

I move that R21-088, A Resolution Authorizing the Issuance of a Purchase Order in the Amount of \$230,000.00 to Intuitech, Inc. for the Purchase of a Water Treatment Filter Pilot Plant, be (approved) (rejected).

Prepared by:
Bethany Yaffe, Civil Engineer

Reviewed by:

Approved by:

Jacqueline Rhoades, Civil Engineer III	6/9/2021
Don Wick, Director of Public Works	6/12/2021
Bryan Archer, Director of Finance	6/14/2021
Erika Pierce, Litigation Paralegal	6/15/2021
Jessica Morales, Assistant City Attorney	6/15/2021
Rachel Morris, City Attorney	6/17/2021
Lorie Gillis, Deputy City Manager	6/17/2021
Mark Deven, City Manager	6/17/2021

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R21-088

A RESOLUTION AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER IN THE
AMOUNT OF \$230,000.00 TO INTUITECH, INC. FOR THE PURCHASE OF A WATER
TREATMENT FILTER PILOT PLANT

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

Section 1. The city manager is hereby authorized to issue a purchase order in the amount of
\$230,000.00 to Intuitech, Inc. for the purchase of a Water Treatment Filter Pilot Plant.

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

APPROVED AND ADOPTED this 28th day of June, 2021.

Marc Williams, Mayor

ATTEST:

City Clerk

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

By: _____



City of Arvada

REQUEST FOR SOLE SOURCE

Date: 06/07/2021

To: Ms. Nancy Allen

Department/Division Name: Public Works

Documenting Staff: Bethany Yaffe, PE, ENV SP, Civil III Engineer

I acknowledge the City's requirements for soliciting competitive bids for purchases and the criteria justifying a Sole Source. I have gathered the required technical information, have made a concerted effort to review comparable equipment and service, and affirm that there is no bias nor conflict of interest involved in the selection made.

Subject: Sole Source Request for the Purchase Of: Filter Piloting Skid

Proposed Supplier: Intuitech, Inc

Cost Estimate: \$229,479 in aggregate for the current fiscal year.

Sole Source purchases are those that are limited to a single supplier or service provider:

- that provides and possesses the unique capacity to meet the requirements of the goods or services to be purchased;
- that offers operational compatibility with existing equipment and/or related parts.
- where an objective review of the sole source requirement has been performed and verified by the Purchasing Division;
- where the best value to the City has been clearly and objectively documented.

Please refer to the attached sole source justification details on the next page.

Department Head:

Approved ☒ Declined ☐

DWICK

Digitally signed by DWICK
DN: E=dwick@arvada.org, CN=DWICK,
OU=Public Works, DC=City of Arvada,
DC=ORG
Date: 2021.06.08 11:55:28-06'00'

Signature of Department Head / Date

AND

Purchasing Manager:

Approved ☒ Declined ☐ (\$50,000 or less)

Signature of Purchasing Manager / Date

City Manager:

Approved ☒ Declined ☐ (\$50,000 or more)

Signature of City Manager / Date
June 10, 2021



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.2.

TO: THE HONORABLE CITY COUNCIL

DATE: June 28, 2021

SUBJECT: R21-089 A Resolution Authorizing Contracts for On Call Engineering Services in an Amount up to \$450,000.00 per Contract for Work as Specified Within each Individual Agreement with the Following Contractors: Brown and Caldwell Inc.; Burns & McDonnell Engineering Company, Inc.; Carollo Engineers Inc.; CDM Smith Inc.; Felsburg Holt & Ullevig, Inc.; HDR Engineering Inc.; J & T Consulting, Inc.; Jacobs Engineering Group Inc.; Matrix Design Group Inc.; Muller Engineering Company Inc.; Murraysmith Inc.; Rocksol Consulting Group, Inc.; Stantec Consulting Services, Inc.; Terracon Consultants Inc.

Report in Brief

City Council action is requested in the attached Resolution authorizing agreements with the following engineering consultants for as-needed professional engineering services in the civil infrastructure areas of (1) Traffic and Transportation Management; (2) Utility Services; and (3) Construction Management:

General Utilities Engineering Services

Brown and Caldwell
Burns McDonnell
Carollo
CDM Smith
HDR
J&T
Jacobs
Muller Engineering
Murraysmith
Stantec

General Transportation Engineering Services

FHU
Matrix
Muller Engineering
Murraysmith
Rocksol
Stantec

Construction Management Services

HDR
Murraysmith
Rocksol
TERRACON

The Arvada team recommends that the City Council approve R21-089, A Resolution Authorizing Contracts for On Call Engineering Services in an Amount up to \$450,000.00 per Contract for Work as Specified Within each Individual Agreement with the contractors as described herein.

SUBJECT: R21-089 A Resolution Authorizing Contracts for On Call Engineering Services in an Amount up to \$450,000.00 per Contract for Work as Specified Within each Individual Agreement with the Following Contractors: Brown and Caldwell Inc.; Burns & McDonnell Engineering Company, Inc.; Carollo Engineers Inc.; CDM Smith Inc.; Felsburg Holt & Ullevig, Inc.; HDR Engineering Inc.; J & T Consulting, Inc.; Jacobs Engineering Group Inc.; Matrix Design Group Inc.; Muller Engineering Company Inc.; Murraysmith Inc.; Rocksol Consulting Group, Inc.; Stantec Consulting Services, Inc.; Terracon Consultants Inc.

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ITEM: 8.A.2.

Financial Impact

No financial impacts are anticipated. The cost of services will be paid using approved budgeted CIP project funds.

Background

The City utilizes professional engineering consultants as-needed to support the City team with subject matter expertise for infrastructure planning, design, and construction. Establishing these on-call agreements allows pre-qualified engineering consultants to understand and accept the City's agreement terms and conditions and expedite the contracting process through issuance of subsequent project task orders. Task orders will be based on specific projects with an approved CIP budget. For each project, a request for a letter or email proposal will be issued to the engineering consultants in their pre-qualified infrastructure subject area(s). Award of this as-needed agreement shall not constitute a guarantee that any services will be ordered from an engineering consultant through the task order process.

Discussion

The advertisement of the request for qualifications for engineering consulting services was on March 9, 2021. Qualifications were accepted until April 5, 2021. Arvada team subject matter experts in each infrastructure area reviewed and evaluated 45 responses for engineering services capabilities across the following subject areas:

Transportation Engineering Services: Transportation Design, Traffic Engineering, Intelligent Transportation Systems, Lighting Design, Multi-Modal Transportation Infrastructure Design, Structural Engineering, Transportation Design, Railroad Support.

Utility Engineering Services: Water Treatment and Distribution Facilities, Wastewater Systems, Stormwater and Drainage Systems, Dams, Reservoirs, Water Resources, Hydraulic Modeling, Structural Engineering, SCADA Engineering, Corrosion Engineering, Subsurface Utility Engineering.

Construction Engineering Services: Utility Locates, Materials Testing and Geotechnical Services, Right of Way Services, Inspection Services, Survey, Construction Management, Environmental and Regulatory Services.

To support the City team with specialized subject matter expertise for infrastructure planning, design, and construction engineering consultants with qualifications in multiple subject areas within an infrastructure area were recommended for a Tier I award not to exceed \$450,000. Engineering consultants specializing in one subject area were recommended for a Tier II award not to exceed \$150,000. The tier award amounts reflect the complexity, size, and scope of work potentially needed in each infrastructure area.

The agreements will be utilized following a task order process. Task orders would be established for specific projects with an approved CIP budget. Examples of the types of transportation projects the team plans to utilize this agreement for include bridge and guardrail program work such as structural inspections, assessments, and a prioritized plan of repairs. Utilities engineering project examples include pump station design, lift station design, water treatment pilot testing, filter improvements design, treatment chemical systems rehabilitation, and miscellaneous drainage program support. Construction services examples include materials testing and right of way and property acquisition services for upcoming CIP projects. Approval of these agreements allows the Arvada team to implement these required rehabilitation and expansion projects as planned and without delay.

Public Contact

Posting of the City Council agenda.

SUBJECT: R21-089 A Resolution Authorizing Contracts for On Call Engineering Services in an Amount up to \$450,000.00 per Contract for Work as Specified Within each Individual Agreement with the Following Contractors: Brown and Caldwell Inc.; Burns & McDonnell Engineering Company, Inc.; Carollo Engineers Inc.; CDM Smith Inc.; Felsburg Holt & Ullevig, Inc.; HDR Engineering Inc.; J & T Consulting, Inc.; Jacobs Engineering Group Inc.; Matrix Design Group Inc.; Muller Engineering Company Inc.; Murraysmith Inc.; Rocksol Consulting Group, Inc.; Stantec Consulting Services, Inc.; Terracon Consultants Inc.

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Commission Recommendation

N/A.

Strategic Alignment

This action aligns with the City Council Strategic Plan Priority Area of Infrastructure to apply cost-effective and timely engineering design, geographic information, effective construction practices, and established standards and specifications to align public infrastructure priorities with community growth and redevelopment needs.

Alternative Courses of Action

N/A.

Recommendation for Action

The Arvada team recommends that the City Council approve R21-089, A Resolution Authorizing Contracts for On Call Engineering Services in an Amount up to \$450,000.00 per Contract for Work as Specified Within each Individual Agreement with the contractors as described herein.

Suggested Motion:

I move that R21-089, A Resolution Authorizing Contracts for On Call Engineering Services in an Amount up to \$450,000.00 per Contract for Work as Specified Within each Individual Agreement with the Following Contractors: Brown and Caldwell Inc.; Burns & McDonnell Engineering Company, Inc.; Carollo Engineers Inc.; CDM Smith Inc.; Felsburg Holt & Ullevig, Inc.; HDR Engineering Inc.; J & T Consulting, Inc.; Jacobs Engineering Group Inc.; Matrix Design Group Inc.; Muller Engineering Company Inc.; Murraysmith Inc.; Rocksol Consulting Group, Inc.; Stantec Consulting Services, Inc.; Terracon Consultants Inc., be (approved) (rejected).

Prepared by:
Jacqueline Rhoades, Civil Engineer III

Reviewed by:

Approved by:

Jacqueline Rhoades, Civil Engineer III	6/9/2021
Don Wick, Director of Public Works	6/12/2021
Bryan Archer, Director of Finance	6/14/2021
Erika Pierce, Litigation Paralegal	6/15/2021
Emily Grogg, Senior Assistant City Attorney	6/15/2021

SUBJECT: R21-089 A Resolution Authorizing Contracts for On Call Engineering Services in an Amount up to \$450,000.00 per Contract for Work as Specified Within each Individual Agreement with the Following Contractors: Brown and Caldwell Inc.; Burns & McDonnell Engineering Company, Inc.; Carollo Engineers Inc.; CDM Smith Inc.; Felsburg Holt & Ullevig, Inc.; HDR Engineering Inc.; J & T Consulting, Inc.; Jacobs Engineering Group Inc.; Matrix Design Group Inc.; Muller Engineering Company Inc.; Murraysmith Inc.; Rocksol Consulting Group, Inc.; Stantec Consulting Services, Inc.; Terracon Consultants Inc.

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ITEM: 8.A.2.

Brad Moloney, Deputy City Attorney	6/16/2021
Rachel Morris, City Attorney	6/17/2021
Lorie Gillis, Deputy City Manager	6/17/2021
Mark Deven, City Manager	6/17/2021

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R21-089

A RESOLUTION AUTHORIZING CONTRACTS FOR ON CALL ENGINEERING SERVICES IN AN AMOUNT UP TO \$450,000.00 PER CONTRACT FOR WORK AS SPECIFIED WITHIN EACH INDIVIDUAL AGREEMENT WITH THE FOLLOWING CONTRACTORS: BROWN AND CALDWELL INC.; BURNS & MCDONNELL ENGINEERING COMPANY, INC.; CAROLLO ENGINEERS INC.; CDM SMITH INC.; FELSBURG HOLT & ULLEVIG, INC.; HDR ENGINEERING INC.; J & T CONSULTING, INC.; JACOBS ENGINEERING GROUP INC.; MATRIX DESIGN GROUP INC.; MULLER ENGINEERING COMPANY INC.; MURRAYSMITH INC.; ROCKSOL CONSULTING GROUP, INC.; STANTEC CONSULTING SERVICES, INC.; TERRACON CONSULTANTS INC.

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, Agreements, which are in substantially the same form as that attached hereto, for on call engineering services in an amount up to \$450,000.00 per agreement by and between the City of Arvada and the following contractors: Brown and Caldwell Inc.; Burns & McDonnell Engineering Company, Inc.; Carollo Engineers Inc.; CDM Smith Inc.; Felsburg Holt & Ullevig, Inc.; HDR Engineering Inc.; J & T Consulting, Inc.; Jacobs Engineering Group Inc.; Matrix Design Group Inc.; Muller Engineering Company Inc.; Murraysmith Inc.; Rocksol Consulting Group, Inc.; Stantec Consulting Services, Inc.; Terracon Consultants Inc.

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

APPROVED AND ADOPTED this 28th day of June, 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
BROWN AND CALDWELL, INC. FOR ON CALL GENERAL
UTILITY ENGINEERING CONSULTING SERVICES IN AN
AMOUNT NOT TO EXCEED \$450,000.00 IN THE FIRST YEAR**

- 1. PARTIES.** The parties to this Agreement are the City of Arvada, a Colorado home rule municipal corporation, whose mailing address is 8101 Ralston Road, Arvada, Colorado 80002 (“Arvada”) and Brown and Caldwell, Inc. whose place of business is located at 1527 Cole Boulevard, Suite 300, Lakewood, Colorado 80401 (“Contractor”).

2. RECITALS AND PURPOSE.

- 2.1. Arvada requires a qualified firm to provide professional utility engineering services on an as-needed basis for task orders related to water treatment and distribution facilities, wastewater systems, stormwater and drainage systems, dams, reservoirs and related infrastructure, water resources, hydraulic modeling, structural engineering, SCADA engineering and support, corrosion engineering, and subsurface utility engineering reports.
- 2.2. On or about March 9, 2021, Arvada issued a Request For Qualifications for Engineering Consulting Services, RFQ-21-Engineering Consulting Services seeking qualifications from licensed engineering consultants to provide professional engineering services on an on-call basis described in Sec. 2.1 (“the Work”). On May 17, 2021, Arvada issued an addendum to the RFQ titled Questions & Answers-1.
- 2.3. Contractor has extensive experience in all aspects of engineering design and construction. On or about April 5, 2021, Contractor submitted its Response to Arvada’s RFQ (“Response”).
- 2.4. Arvada has determined that Contractor has the requisite background, skill, expertise, and insurance to provide the requested professional services and other related services, under the terms and conditions more fully set forth below.
- 2.5. Arvada and Contractor acknowledge and agree that Arvada contemplates using Contractor as a consultant for the Work as described in the Contract Documents. However, Arvada and Contractor acknowledge and agree that 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-21-Engineering Consulting Services and addendum issued on March 17, 2021; 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. 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. The total amount for the Work shall not exceed **\$450,000.00**. Contractor agrees to submit monthly invoices for actual services completed to Arvada, and payment from Arvada will be due NET 30 days, unless otherwise stated and agreed to by the parties in the Contract Documents.

8. RIGHT TO TERMINATE. Arvada shall have the right to terminate, without cause, this Agreement. Any such termination shall not be considered a breach of this Agreement or any extension thereof. In the event Arvada terminates this Agreement without cause, Arvada shall pay for all authorized services rendered by Contractor up through the date of termination by Arvada, not to exceed the total amount of the contract price as outlined in this Agreement and any applicable Change Order(s).

9. CHANGE ORDER PROCESS.

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

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

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

10. STAFF DIRECTION. Arvada designates Jacqueline Rhoades as Arvada's Project Manager. Ms. Rhoades 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, as amended below:

12.1. Section 4, Indemnification of Arvada, of the General Terms and Conditions of the RFQ is amended to read, "Contractor shall hold harmless and indemnify Arvada, its officers, and employees, against any and all costs, expenses, claims, damages, liabilities, court awards, and other amounts (including attorneys' fees and related costs) 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."

12.2. Section 4.1, Confidential Information Indemnification, of the General Terms and

Conditions of the RFQ is amended to read, "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 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 negligent or wrongful act or omission by Contractor, or its employees, agents, assigns, or subcontractors."

12.3. Section 15, Standard and Manner of Performance, of the General Terms and Conditions of the RFQ is amended to read, "Contractor shall perform its obligations under the Agreement in accordance with the generally-accepted standards of care, skill, and diligence in Contractor's industry, trade, or profession."

12.4. Number 3 of the Insurance Requirements on page 6 of the RFQ is amended to read, "Automobile Liability for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each accident. Coverage shall include owned, non-owned, and hired automobiles."

12.5. Number 6 of the Insurance Requirements on page 6 of the RFQ is amended to be checked, requiring Professional Liability Insurance.

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 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. Contractor represents and affirms that the signature page hereof accurately states the full legal name of Contractor (whether as a corporation, partnership, limited liability company, sole proprietorship, or other), contains all requisite signature(s) on behalf of Contractor, has been properly acknowledged by attestation, notary acknowledgment, or both, and in all other respects is effective to bind Contractor, in accordance with all applicable statutes, regulations, resolutions, rules, bylaws, agreements, or similar sources of authority or limitation. This Agreement may be executed in counterpart(s), each of which shall be deemed to be an original, and all of which, taken together, shall constitute one instrument.

DATED this _____ day of _____, 2021.

CITY OF ARVADA, a Colorado home rule
municipal corporation

Marc Williams, Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

BROWN AND CALDWELL INC.

Joe Casias, Rockies Area Leader
1527 Cole Blvd., Suite 300
Lakewood, CO 80401
Email: jcasias@brwncald.com

**AN AGREEMENT BETWEEN THE CITY OF ARVADA AND
BURNS & MCDONNELL ENGINEERING COMPANY, INC. FOR
ON CALL GENERAL UTILITY ENGINEERING CONSULTING
SERVICES IN AN AMOUNT NOT TO EXCEED \$450,000.00 IN
THE FIRST YEAR**

1. PARTIES. The parties to this Agreement are the City of Arvada, a Colorado home rule municipal corporation, whose mailing address is 8101 Ralston Road, Arvada, Colorado 80002 (“Arvada”) and Burns & McDonnell Engineering Company, Inc. whose place of business is located at 9785 Maroon Circle, Suite 400, Centennial, Colorado 80112 (“Contractor”).

2. RECITALS AND PURPOSE.

- 2.1. Arvada requires a qualified firm to provide professional utility engineering services on an as-needed basis for task orders related to water treatment and distribution facilities, wastewater systems, stormwater and drainage systems, dams, reservoirs and related infrastructure, water resources, hydraulic modeling, structural engineering, SCADA engineering and support, corrosion engineering, and subsurface utility engineering reports.
- 2.2. On or about March 9, 2021, Arvada issued a Request For Qualifications for Engineering Consulting Services, RFQ-21-Engineering Consulting Services seeking qualifications from licensed engineering consultants to provide professional engineering services on an on-call basis described in Sec. 2.1 (“the Work”). On May 17, 2021, Arvada issued an addendum to the RFQ titled Questions & Answers-1.
- 2.3. Contractor has extensive experience in professional engineering consultation and construction. On or about April 5, 2021, Contractor submitted its Response to Arvada’s RFQ (“Response”).
- 2.4. Arvada has determined that Contractor has the requisite background, skill, expertise, and insurance to provide the requested professional services and other related services, under the terms and conditions more fully set forth below.
- 2.5. Arvada and Contractor acknowledge and agree that Arvada contemplates using Contractor as a consultant for the Work as described in the Contract Documents. However, Arvada and Contractor acknowledge and agree that 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-21-Engineering Consulting Services and addendum issued on March 17, 2021; 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. 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. The total amount for the Work shall not exceed **\$450,000.00**. Contractor agrees to submit monthly invoices for actual services completed to Arvada, and payment from Arvada will be due NET 30 days, unless otherwise stated and agreed to by the parties in the Contract Documents.

8. RIGHT TO TERMINATE. Arvada shall have the right to terminate, without cause, this Agreement. Any such termination shall not be considered a breach of this Agreement or any extension thereof. In the event Arvada terminates this Agreement without cause, Arvada shall pay for all authorized services rendered by Contractor up through the date of termination by Arvada, not to exceed the total amount of the contract price as outlined in this Agreement and any applicable Change Order(s).

9. CHANGE ORDER PROCESS.

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

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

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

10. STAFF DIRECTION. Arvada designates Jacqueline Rhoades as Arvada's Project Manager. Ms. Rhoades 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 as amended below:

12.1. The insurance requirements found on page 6 of the RFQ are amended to remove the words "not less than" and "minimum." The stated coverage is required.

12.2. Section 4, Indemnification of Arvada, of the General Terms and Conditions of the RFQ is amended to read, "Contractor shall hold harmless and indemnify Arvada, its officers, and employees, against any and all costs, expenses, claims, damages, liabilities, court awards, and other amounts (including attorneys' fees and related costs) 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."

12.3. Section 15, Standard and Manner of Performance, of the General Terms and Conditions of the RFQ is amended to read, "Contractor shall perform its obligations under the Agreement in accordance with the customary standards of care, skill, and diligence in Contractor's industry, trade, or profession."

12.4. Number 6 of the Insurance Requirements on page 6 of the RFQ is amended to be checked, requiring Professional Liability Insurance.

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 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. Contractor represents and affirms that the signature page hereof accurately states the full legal name of Contractor (whether as a corporation, partnership, limited liability company, sole proprietorship, or other), contains all requisite signature(s) on behalf of Contractor, has been properly acknowledged by attestation, notary acknowledgment, or both, and in all other respects is effective to bind Contractor, in accordance with all applicable statutes, regulations, resolutions, rules, bylaws, agreements, or similar sources of authority or limitation. This Agreement may be executed in counterpart(s), each of which shall be deemed to be an original, and all of which, taken together, shall constitute one instrument.

DATED this _____ day of _____, 2021.

CITY OF ARVADA, a Colorado home rule
municipal corporation

Marc Williams, Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

**BURNS & MCDONNELL ENGINEERING
COMPANY INC.**

Daniel Korinek, Vice President
9785 Maroon Circle, Suite 400
Centennial, CO 80112
Email: dkorinek@burnsmcd.com

**AN AGREEMENT BETWEEN THE CITY OF ARVADA AND
CAROLLO ENGINEERS, INC. FOR ON CALL GENERAL
UTILITY ENGINEERING CONSULTING SERVICES IN AN
AMOUNT NOT TO EXCEED \$450,000.00 IN THE FIRST YEAR**

1. PARTIES. The parties to this Agreement are the City of Arvada, a Colorado home rule municipal corporation, whose mailing address is 8101 Ralston Road, Arvada, Colorado 80002 (“Arvada”) and Carollo Engineers, Inc. whose place of business is located at 390 Interlocken Crescent, Suite 800, Broomfield, Colorado 80021 (“Contractor”).

2. RECITALS AND PURPOSE.

- 2.1. Arvada requires a qualified firm to provide professional utility engineering services on an as-needed basis for task orders related to water treatment and distribution facilities, wastewater systems, stormwater and drainage systems, dams, reservoirs and related infrastructure, water resources, hydraulic modeling, structural engineering, SCADA engineering and support, corrosion engineering, and subsurface utility engineering reports.
- 2.2. On or about March 9, 2021, Arvada issued a Request For Qualifications for Engineering Consulting Services, RFQ-21-Engineering Consulting Services seeking qualifications from licensed engineering consultants to provide professional engineering services on an on-call basis described in Sec. 2.1 (“the Work”). On May 17, 2021, Arvada issued an addendum to the RFQ titled Questions & Answers-1.
- 2.3. Contractor has extensive experience in planning and design services for water treatment facilities, conveyance and collection infrastructure, electrical, SCADA, and structural engineering, and modeling. On or about April 5, 2021, Contractor submitted its Response to Arvada’s RFQ (“Response”).
- 2.4. Arvada has determined that Contractor has the requisite background, skill, expertise, and insurance to provide the requested professional services and other related services, under the terms and conditions more fully set forth below.
- 2.5. Arvada and Contractor acknowledge and agree that Arvada contemplates using Contractor as a consultant for the Work as described in the Contract Documents. However, Arvada and Contractor acknowledge and agree that 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-21-Engineering Consulting Services and addendum issued on March 17, 2021; 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. 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. The total amount for the Work shall not exceed **\$450,000.00**. Contractor agrees to submit monthly invoices for actual services completed to Arvada, and payment from Arvada will be due NET 30 days, unless otherwise stated and agreed to by the parties in the Contract Documents.

8. RIGHT TO TERMINATE. Arvada shall have the right to terminate, without cause, this Agreement. Any such termination shall not be considered a breach of this Agreement or any extension thereof. In the event Arvada terminates this Agreement without cause, Arvada shall pay for all authorized services rendered by Contractor up through the date of termination by Arvada, not to exceed the total amount of the contract price as outlined in this Agreement and any applicable Change Order(s).

9. CHANGE ORDER PROCESS.

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

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

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

10. STAFF DIRECTION. Arvada designates Jacqueline Rhoades as Arvada's Project Manager. Ms. Rhoades 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, as amended below:

12.1. Section 4, Indemnification of Arvada, of the General Terms and Conditions of the RFQ is amended to read, "Contractor shall hold harmless and indemnify Arvada, its officers, and employees, against any and all costs, expenses, claims, damages, liabilities, court awards, and other amounts (including attorneys' fees and related costs) 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."

12.2. Section 15, Standard and Manner of Performance, of the General Terms and Conditions of the RFQ is amended to read, "Contractor shall perform its obligations under the Agreement in accordance with the customary standards of care, skill, and diligence in Contractor's industry, trade, or profession."

12.3. Section 16, Time of the Essence, of the General Terms and Conditions of the RFQ is amended to include, "Contractor is not responsible for damage or delay in performance caused by events beyond the reasonable control of Contractor. In the event Contractor's services are suspended, delayed, or interrupted for the convenience of Arvada or delays occur beyond the reasonable control of Contractor, Contractor shall not be in breach and an equitable adjustment in Contractor's time of performance and cost of Contractor's personnel and subcontractors may be made."

12.4. Number 6 of the Insurance Requirements on page 6 of the RFQ is amended to be checked, requiring Professional Liability Insurance.

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 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. Contractor represents and affirms that the signature page hereof accurately states the full legal name of Contractor (whether as a corporation, partnership, limited liability company, sole proprietorship, or other), contains all requisite signature(s) on behalf of Contractor, has been properly acknowledged by attestation, notary acknowledgment, or both, and in all other respects is effective to bind Contractor, in accordance with all applicable statutes, regulations, resolutions, rules, bylaws, agreements, or similar sources of authority or limitation. This Agreement may be executed in counterpart(s), each of which shall be deemed to be an original, and all of which, taken together, shall constitute one instrument.

DATED this _____ day of _____, 2021.

CITY OF ARVADA, a Colorado home rule
municipal corporation

Marc Williams, Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

CAROLLO ENGINEERS, INC.

Vincent Hart, Executive Vice President
390 Interlocken Crescent, Suite 800
Broomfield, Colorado 80021
Email: vahart@carollo.com

**AN AGREEMENT BETWEEN THE CITY OF ARVADA AND CDM
SMITH, INC. FOR ON CALL GENERAL UTILITY
ENGINEERING CONSULTING SERVICES IN AN AMOUNT NOT
TO EXCEED \$450,000.00 IN THE FIRST YEAR**

1. PARTIES. The parties to this Agreement are the City of Arvada, a Colorado home rule municipal corporation, whose mailing address is 8101 Ralston Road, Arvada, Colorado 80002 (“Arvada”) and CDM Smith, Inc. whose place of business is located at 555 17th Street suite 500 Denver, Colorado 80202 (“Contractor”).

2. RECITALS AND PURPOSE.

- 2.1. Arvada requires a qualified firm to provide professional utility engineering services on an as-needed basis for task orders related to water treatment and distribution facilities, wastewater systems, stormwater and drainage systems, dams, reservoirs and related infrastructure, water resources, hydraulic modeling, structural engineering, SCADA engineering and support, corrosion engineering, and subsurface utility engineering reports.
- 2.2. On or about March 9, 2021, Arvada issued a Request For Qualifications for Engineering Consulting Services, RFQ-21-Engineering Consulting Services seeking qualifications from licensed engineering consultants to provide professional engineering services on an on-call basis described in Sec. 2.1 (“the Work”). On May 17, 2021, Arvada issued an addendum to the RFQ titled Questions & Answers-1.
- 2.3. Contractor has extensive experience in consulting, engineering, construction, and operations firm providing integrated solutions in water, environment, energy, and facilities. On or about April 5, 2021, Contractor submitted its Response to Arvada’s RFQ (“Response”).
- 2.4. Arvada has determined that Contractor has the requisite background, skill, expertise, and insurance to provide the requested professional services and other related services, under the terms and conditions more fully set forth below.
- 2.5. Arvada and Contractor acknowledge and agree that Arvada contemplates using Contractor as a consultant for the Work as described in the Contract Documents. However, Arvada and Contractor acknowledge and agree that 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-21-Engineering Consulting Services and addendum issued on March 17, 2021; and

Exhibit 2: Contractor’s Response, including the price structure.

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. 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. The total amount for the Work shall not exceed **\$450,000.00**. Contractor agrees to submit monthly invoices for actual services completed to Arvada, and payment from Arvada will be due NET 30 days, unless otherwise stated and agreed to by the parties in the Contract Documents.

8. RIGHT TO TERMINATE. Arvada shall have the right to terminate, without cause, this Agreement. Any such termination shall not be considered a breach of this Agreement or any extension thereof. In the event Arvada terminates this Agreement without cause, Arvada shall pay for all authorized services rendered by Contractor up through the date of termination by Arvada, not to exceed the total amount of the contract price as outlined in this Agreement and any applicable Change Order(s).

9. CHANGE ORDER PROCESS.

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

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

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

10. STAFF DIRECTION. Arvada designates Jacqueline Rhoades as Arvada's Project Manager. Ms. Rhoades 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 as amended below:

12.1. Section 4, Indemnification of Arvada, of the General Terms and Conditions of the RFQ is amended to read, "Contractor shall hold harmless and indemnify Arvada, its officers, and employees, against any and all costs, expenses, claims, damages, liabilities, court awards, and other amounts (including attorneys' fees and related costs) 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."

12.2. Section 4.1, Confidential Information Indemnification, of the General Terms and Conditions of the RFQ is amended to read, "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 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 negligent act or omission by Contractor, or its employees, agents, assigns, or subcontractors."

12.3. Section 16, Time of the Essence, of the General Terms and Conditions of the RFQ is deleted.

12.4. Number 6 of the Insurance Requirements on page 6 of the RFQ is amended to be checked, requiring Professional Liability Insurance.

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 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. Contractor represents and affirms that the signature page hereof accurately states the full legal name of Contractor (whether as a corporation, partnership, limited liability company, sole proprietorship, or other), contains all requisite signature(s) on behalf of Contractor, has been properly acknowledged by attestation, notary acknowledgment, or both, and in all other respects is effective to bind Contractor, in accordance with all applicable statutes, regulations, resolutions, rules, bylaws, agreements, or similar sources of authority or limitation. This Agreement may be executed in counterpart(s), each of which shall be deemed to be an original, and all of which, taken together, shall constitute one instrument.

DATED this _____ day of _____, 2021.

CITY OF ARVADA, a Colorado home rule
municipal corporation

Marc Williams, Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

CDM SMITH INC.

Joshua Baile, Principal-in-Charge
555 17th Street #500
Denver, Colorado 80202
Email: bailejl@cdsmith.com

**AN AGREEMENT BETWEEN THE CITY OF ARVADA AND
FELSBURG HOLT & ULLEVIG, INC. FOR ON CALL GENERAL
TRANSPORTATION ENGINEERING SERVICES IN AN
AMOUNT NOT TO EXCEED \$450,000.00 IN THE FIRST YEAR**

- 1. PARTIES.** The parties to this Agreement are the City of Arvada, a Colorado home rule municipal corporation, whose mailing address is 8101 Ralston Road, Arvada, Colorado 80002 (“Arvada”) and Felsburg Holt & Ullevig, Inc. whose place of business is located at 6400 S. Fiddlers Green Circle, Suite 1500 Greenwood Village, Colorado 80111 (“Contractor”).
- 2. RECITALS AND PURPOSE.**
 - 2.1. Arvada requires a qualified firm to provide professional transportation engineering services on an as-needed basis for task order related to traffic engineering, ITS, lighting design, multi-modal transportation infrastructure design, structural engineering, transportation design support, and railroad support services.
 - 2.2. Arvada and Contractor entered into an Agreement for On Call Traffic Engineering Services in an amount not to exceed \$145,000 on December 27, 2018 (“2018 Agreement”). The 2018 Agreement allowed for four consecutive renewals and is currently active. Execution of this Agreement terminates the 2018 Agreement and all task orders issued after the execution date, will be pursuant to this Agreement.
 - 2.3. On or about March 9, 2021, Arvada issued a Request For Qualifications for Engineering Consulting Services, RFQ-21-Engineering Consulting Services seeking qualifications from licensed engineering consultants to provide professional engineering services on an on-call basis described in Sec. 2.1 (“the Work”). On May 17, 2021, Arvada issued an addendum to the RFQ titled Questions & Answers-1.
 - 2.4. Contractor has extensive experience in all aspects of engineering design and construction. On or about April 5, 2021, Contractor submitted its Response to Arvada’s RFQ (“Response”).
 - 2.5. 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.
 - 2.6. 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 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-21-Engineering Consulting Services and addendum issued on March 17, 2021; 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. 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. The total amount for the Work shall not exceed **\$450,000.00**. Contractor agrees to submit monthly invoices for actual services completed to Arvada, and payment from Arvada will be due NET 30 days, unless otherwise stated and agreed to by the parties in the Contract Documents.

- 8. RIGHT TO TERMINATE.** Arvada shall have the right to terminate, without cause, this Agreement. Any such termination shall not be considered a breach of this Agreement or any extension thereof. In the event Arvada terminates this Agreement without cause, Arvada shall pay for all authorized services rendered by Contractor up through the date of termination by Arvada, not to exceed the total amount of the contract price as outlined in this Agreement and any applicable Change Order(s).

9. CHANGE ORDER PROCESS.

- 9.1. If Arvada wishes to add services, Arvada may so request in writing. Email will suffice as a writing for this purpose. If Contractor is not able to accommodate Arvada, it will promptly notify Arvada.
- 9.2. When both parties have agreed on the contents of a Change Order, both parties shall so indicate by signing the Change Order.
- 9.3. Once a Change Order has been agreed to in writing, signed by the parties, the Change Order shall be deemed a part of this Agreement. Any such Change Orders shall be subject and subordinate to the terms of this Agreement and incorporated herein, unless otherwise agreed to in writing signed by the parties.

- 10. STAFF DIRECTION.** Arvada designates Jacqueline Rhoades as Arvada's Project Manager. Ms. Rhoades 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, as amended below:

- 12.1. Section 4, Indemnification of Arvada, of the General Terms and Conditions of the RFQ is amended to read, "Contractor shall hold harmless and indemnify Arvada, its officers, and employees, against any and all costs, expenses, claims, damages, liabilities, court awards, and other amounts (including attorneys' fees and related costs) 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."

12.2. Number 6 of the Insurance Requirements on page 6 of the RFQ is amended to be checked, requiring Professional Liability Insurance.

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 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. Contractor represents and affirms that the signature page hereof accurately states the full legal name of Contractor (whether as a corporation, partnership, limited liability company, sole proprietorship, or other), contains all requisite signature(s) on behalf of Contractor, has been properly acknowledged by attestation, notary acknowledgment, or both, and in all other respects is effective to bind Contractor, in accordance with all applicable statutes, regulations, resolutions, rules, bylaws, agreements, or similar sources of authority or limitation. This Agreement may be executed in counterpart(s), each of which shall be deemed to be an original, and all of which, taken together, shall constitute one instrument.

DATED this _____ day of _____, 2021.

CITY OF ARVADA, a Colorado home rule
municipal corporation

Marc Williams, Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

FELSBURG HOLT & ULLEVIG, INC.

Kurt Kellogg, Principal
6400 S. Fiddlers Green Circle, Suite 1500
Greenwood Village, CO 80111
Email: kurt.kellogg@fhueng.com

**AN AGREEMENT BETWEEN THE CITY OF ARVADA AND HDR
ENGINEERING, INC. FOR ON CALL GENERAL UTILITY
ENGINEERING AND CONSTRUCTION MANAGEMENT
CONSULTING SERVICES IN AN AMOUNT NOT TO EXCEED
\$450,000.00 IN THE FIRST YEAR**

1. PARTIES. The parties to this Agreement are the City of Arvada, a Colorado home rule municipal corporation, whose mailing address is 8101 Ralston Road, Arvada, Colorado 80002 (“Arvada”) and HDR Engineering, Inc. whose place of business is located at 1670 Broadway, Suite 3400, Denver, Colorado 80202 (“Contractor”).

2. RECITALS AND PURPOSE.

2.1. Arvada requires a qualified firm to provide professional utility engineering services on an as-needed task order basis for task orders related to water treatment and distribution facilities, wastewater systems, stormwater and drainage systems, dams, reservoirs and related infrastructure, water resources, hydraulic modeling, structural engineering, SCADA engineering and support, corrosion engineering, and subsurface utility engineering reports. Arvada also requires a qualified firm to provide professional construction management services on an as-needed basis for task orders related to utility locates, materials testing/geotechnical services, right of way, inspection services, surveys, construction management, and environmental/regulatory services.

2.2. On or about March 9, 2021, Arvada issued a Request For Qualifications for Engineering Consulting Services, RFQ-21-Engineering Consulting Services seeking qualifications from licensed engineering consultants to provide professional engineering services on an on-call basis described in Sec. 2.1 (“the Work”). On May 17, 2021, Arvada issued an addendum to the RFQ titled Questions & Answers-1.

2.3. Contractor has extensive experience in planning, design, engineering, construction services, and strategic communications. On or about April 5, 2021, Contractor submitted its Response to Arvada’s RFQ (“Response”).

2.4. Arvada has determined that Contractor has the requisite background, skill, expertise, and insurance to provide the requested professional services and other related services, under the terms and conditions more fully set forth below.

2.5. Arvada and Contractor acknowledge and agree that Arvada contemplates using Contractor as a consultant for the Work as described in the Contract Documents. However, Arvada and Contractor acknowledge and agree that 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-21-Engineering Consulting Services and addendum issued on March 17, 2021; and

Exhibit 2: Contractor's Response, including the rate sheet.

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.

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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.
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- 12.1. Section 4, Indemnification of Arvada, of the General Terms and Conditions of the RFQ is amended to read, "Contractor shall hold harmless and indemnify Arvada, its officers, and employees, against any and all costs, expenses, claims, damages, liabilities, court awards, and other amounts (including attorneys' fees and related costs) 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."

- 12.2. Section 4.1, Confidential Information Indemnification, of the General Terms and Conditions of the RFQ is amended to read, "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 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 negligent act or omission by Contractor, or its employees, agents, assigns, or subcontractors."
- 12.3. Section 24, Ownership of Work Product, of the General Terms and Conditions of the RFQ is amended to include the following additional language, "Any reuse of Work Product by Arvada on other projects not contemplated under this Agreement shall be at Arvada's sole risk and without legal liability to Contractor."
- 12.4. Section 1, Term of Contract, of the Special Terms and Conditions of the RFQ is amended by deleting the final two sentences. Price adjustments shall be negotiated prior to the start of any consecutive term renewals.
- 12.5. Number 6 of the Insurance Requirements of the RFQ is amended to be checked and read, "Professional Liability insurance in an amount of not less than One Million Dollars and No cents (\$1,000,000.00) per claim and aggregate, covering the professional work contemplated under this proposal. The coverage shall be maintained or have an extended reporting period of three (3) years following the date of substantial completion of the work for reporting of claims."
- 12.6. The first sentence of Number 4 on page 10 of the RFQ under Construction Services is amended to read, "Provide inspection services for the City of Arvada to observe and report as to whether the work is performed in accordance with the contract documents on capital and development projects."
- 12.7. The Section titled Construction Services on page 10 of the RFQ is amended to include the following additional language, "Contractor's observation or monitoring portions of the work performed under construction contracts shall not relieve construction contractor(s) from responsibility for performing work in accordance with applicable contract documents. Contractor shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. Contractor shall not be responsible for the acts or omissions of construction contractor(s) or other parties on the project."

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 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. Contractor represents and affirms that the signature page hereof accurately states the full legal name of Contractor (whether as a corporation, partnership, limited liability company, sole proprietorship, or other), contains all requisite signature(s) on behalf of Contractor, has been properly acknowledged by attestation, notary acknowledgment, or both, and in all other respects is effective to bind Contractor, in accordance with all applicable statutes, regulations, resolutions, rules, bylaws, agreements, or similar sources of

authority or limitation. This Agreement may be executed in counterpart(s), each of which shall be deemed to be an original, and all of which, taken together, shall constitute one instrument.

DATED this _____ day of _____, 2021.

CITY OF ARVADA, a Colorado home rule
municipal corporation

Marc Williams, Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

HDR ENGINEERING, INC.

Bradley Martin, Senior Vice President
1670 Broadway, Suite 3400
Denver, Colorado 80202
Email: brad.martin@hdrinc.com

**AN AGREEMENT BETWEEN THE CITY OF ARVADA AND J&T
CONSULTING, INC. FOR ON CALL GENERAL UTILITY
ENGINEERING CONSULTING SERVICES IN AN AMOUNT NOT
TO EXCEED \$450,000.00 IN THE FIRST YEAR**

1. PARTIES. The parties to this Agreement are the City of Arvada, a Colorado home rule municipal corporation, whose mailing address is 8101 Ralston Road, Arvada, Colorado 80002 (“Arvada”) and J&T Consulting, Inc. whose place of business is located at 305 Denver Avenue, Suite D, Fort Lupton, Colorado 80621 (“Contractor”).

2. RECITALS AND PURPOSE.

- 2.1. Arvada requires a qualified firm to provide professional utility engineering services on an as-needed basis for task orders related to water treatment and distribution facilities, wastewater systems, stormwater and drainage systems, dams, reservoirs and related infrastructure, water resources, hydraulic modeling, structural engineering, SCADA engineering and support, corrosion engineering, and subsurface utility engineering reports.
- 2.2. On or about March 9, 2021, Arvada issued a Request For Qualifications for Engineering Consulting Services, RFQ-21-Engineering Consulting Services seeking qualifications from licensed engineering consultants to provide professional engineering services on an on-call basis described in Sec. 2.1 (“the Work”). On May 17, 2021, Arvada issued an addendum to the RFQ titled Questions & Answers-1.
- 2.3. Contractor has extensive experience in all aspects of engineering design and construction. On or about April 5, 2021, Contractor submitted its Response to Arvada’s RFQ (“Response”).
- 2.4. Arvada has determined that Contractor has the requisite background, skill, expertise, and insurance to provide the requested professional services and other related services, under the terms and conditions more fully set forth below.
- 2.5. Arvada and Contractor acknowledge and agree that Arvada contemplates using Contractor as a consultant for the Work as described in the Contract Documents. However, Arvada and Contractor acknowledge and agree that 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-21-Engineering Consulting Services and addendum issued on March 17, 2021; 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. 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. The total amount for the Work shall not exceed **\$450,000.00**. Contractor agrees to submit monthly invoices for actual services completed to Arvada, and payment from Arvada will be due NET 30 days, unless otherwise stated and agreed to by the parties in the Contract Documents.

8. RIGHT TO TERMINATE. Arvada shall have the right to terminate, without cause, this Agreement. Any such termination shall not be considered a breach of this Agreement or any extension thereof. In the event Arvada terminates this Agreement without cause, Arvada shall pay for all authorized services rendered by Contractor up through the date of termination by Arvada, not to exceed the total amount of the contract price as outlined in this Agreement and any applicable Change Order(s).

9. CHANGE ORDER PROCESS.

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

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

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

10. STAFF DIRECTION. Arvada designates Jacqueline Rhoades as Arvada's Project Manager. Ms. Rhoades 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, as amended below:

12.1. Professional Liability Insurance should be checked as a requirement under the Insurance Requirements listed on page 6 of the RFQ.

12.2. Section 4, Indemnification of Arvada, of the General Terms and Conditions of the RFQ is amended to read, "Contractor shall hold harmless and indemnify Arvada, its officers, and employees, against any and all costs, expenses, claims, damages, liabilities, court awards, and other amounts (including attorneys' fees and related costs) 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.”

- 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 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.** Contractor represents and affirms that the signature page hereof

accurately states the full legal name of Contractor (whether as a corporation, partnership, limited liability company, sole proprietorship, or other), contains all requisite signature(s) on behalf of Contractor, has been properly acknowledged by attestation, notary acknowledgment, or both, and in all other respects is effective to bind Contractor, in accordance with all applicable statutes, regulations, resolutions, rules, bylaws, agreements, or similar sources of authority or limitation. This Agreement may be executed in counterpart(s), each of which shall be deemed to be an original, and all of which, taken together, shall constitute one instrument.

DATED this _____ day of _____, 2021.

CITY OF ARVADA, a Colorado home rule
municipal corporation

Marc Williams, Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

J&T CONSULTING INC.

Jason Murray, President
305 Denver Ave., Suite D
Fort Lupton, CO 80621
Email: Jasonmurray@j-tconsulting.com

**AN AGREEMENT BETWEEN THE CITY OF ARVADA AND
JACOBS ENGINEERING GROUP INC. FOR ON CALL GENERAL
UTILITIES ENGINEERING SERVICES IN AN AMOUNT NOT TO
EXCEED \$450,000.00 IN THE FIRST YEAR**

1. PARTIES. The parties to this Agreement are the City of Arvada, a Colorado home rule municipal corporation, whose mailing address is 8101 Ralston Road, Arvada, Colorado 80002 (“Arvada”) and Jacobs Engineering Group Inc. whose place of business is located at 9191 South Jamaica St., Englewood, Colorado 80112 (“Contractor”).

2. RECITALS AND PURPOSE.

- 2.1. Arvada requires a qualified firm to provide professional utility engineering services on an as-needed basis for task orders related to water treatment and distribution facilities, wastewater systems, stormwater and drainage systems, dams, reservoirs and related infrastructure, water resources, hydraulic modeling, structural engineering, SCADA engineering and support, corrosion engineering, and subsurface utility engineering reports.
- 2.2. On or about March 9, 2021, Arvada issued a Request For Qualifications for Engineering Consulting Services, RFQ-21-Engineering Consulting Services seeking qualifications from licensed engineering consultants to provide professional engineering services on an on-call basis described in Sec. 2.1 (“the Work”). On May 17, 2021, Arvada issued an addendum to the RFQ titled Questions & Answers-1.
- 2.3. Contractor has extensive experience in Multi-Modal Transportation Infrastructure Design, Water Treatment and Distribution Facilities, Stormwater and Drainage Systems, Water Resources, and Corrosion Engineering. On or about April 5, 2021, Contractor submitted its Response to Arvada’s RFQ (“Response”).
- 2.4. Arvada has determined that Contractor has the requisite background, skill, expertise, and insurance to provide the requested professional services and other related services, under the terms and conditions more fully set forth below.
- 2.5. Arvada and Contractor acknowledge and agree that Arvada contemplates using Contractor as a consultant for the Work as described in the Contract Documents. However, Arvada and Contractor acknowledge and agree that 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-21-Engineering Consulting Services and addendum issued on March 17, 2021; 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. 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. The total amount for the Work shall not exceed **\$450,000.00**. Contractor agrees to submit monthly invoices for actual services completed to Arvada, and payment from Arvada will be due NET 30 days, unless otherwise stated and agreed to by the parties in the Contract Documents.

8. RIGHT TO TERMINATE. Arvada shall have the right to terminate, without cause, this Agreement. Any such termination shall not be considered a breach of this Agreement or any extension thereof. In the event Arvada terminates this Agreement without cause, Arvada shall pay for all authorized services rendered by Contractor up through the date of termination by Arvada, not to exceed the total amount of the contract price as outlined in this Agreement and any applicable Change Order(s).

9. CHANGE ORDER PROCESS.

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

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

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

10. STAFF DIRECTION. Arvada designates Jacqueline Rhoades as Arvada's Project Manager. Ms. Rhoades 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, as amended below:

12.1. Section 4, Indemnification of Arvada, of the General Terms and Conditions of the RFQ is amended to read, "Contractor shall hold harmless and indemnify Arvada, its officers, and employees, against any and all costs, expenses, claims, damages, liabilities, court awards, and other amounts (including attorneys' fees and related costs) 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."

12.2. Section 15, Standard and Manner of Performance, of the General Terms and Conditions of the RFQ is amended to read, "Contractor shall perform its obligations under the Agreement in accordance with the generally-accepted standards of care, skill, and diligence in Contractor's industry, trade, or profession."

12.3. Number 6 of the Insurance Requirements on page 6 of the RFQ is amended to be checked, requiring Professional Liability Insurance.

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. FORCE MAJEURE. Any delays in or failure of performance by any party of his/her or its obligations under the Agreement shall be excused if such delays or failure are a result of acts of God, pandemic, fires, floods, 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

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. This Agreement may be executed in counterpart(s), each of which shall be deemed to be an original, and all of which, taken together, shall constitute one instrument.

DATED this _____ day of _____, 2021.

CITY OF ARVADA, a Colorado home rule
municipal corporation

Marc Williams, Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

JACOBS ENGINEERING GROUP INC.

Albert Paquet, PE, Client Account Manager/Vice
President

9191 South Jamaica St.

Englewood, CO 80112

Email: al.paquet@jacobs.com

**AN AGREEMENT BETWEEN THE CITY OF ARVADA AND
MATRIX DESIGN GROUP, INC. FOR ON CALL GENERAL
TRANSPORTATION ENGINEERING SERVICES IN AN
AMOUNT NOT TO EXCEED \$450,000.00 IN THE FIRST YEAR**

1. PARTIES. The parties to this Agreement are the City of Arvada, a Colorado home rule municipal corporation, whose mailing address is 8101 Ralston Road, Arvada, Colorado 80002 (“Arvada”) and Matrix Design Group, Inc. whose place of business is located at 1601 Blake Street, Suite 200, Denver, Colorado 80202 (“Contractor”).

2. RECITALS AND PURPOSE.

2.1. Arvada requires a qualified firm to provide professional transportation engineering services on an as-needed basis for task orders related to Traffic Engineering, ITS, Lighting Design, Multi-Modal Transportation Infrastructure Design, Structural Engineering Services, Transportation Design Support Services, and Railroad Support Services.

2.2. On or about March 9, 2021, Arvada issued a Request For Qualifications for Engineering Consulting Services, RFQ-21-Engineering Consulting Services seeking qualifications from licensed engineering consultants to provide professional engineering services on an on-call basis described in Sec. 2.1 (“the Work”). On May 17, 2021, Arvada issued an addendum to the RFQ titled Questions & Answers-1.

2.3. Contractor has extensive experience in Traffic and Transportation Management, Utilities Services, and Construction Management. On or about April 5, 2021, Contractor submitted its Response to Arvada’s RFQ (“Response”).

2.4. Arvada has determined that Contractor has the requisite background, skill, expertise, and insurance to provide the requested professional services and other related services, under the terms and conditions more fully set forth below.

2.5. Arvada and Contractor acknowledge and agree that Arvada contemplates using Contractor as a consultant for the Work as described in the Contract Documents. However, Arvada and Contractor acknowledge and agree that 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-21-Engineering Consulting Services and addendum issued on March 17, 2021; 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. 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. The total amount for the Work shall not exceed **\$450,000.00**. Contractor agrees to submit monthly invoices for actual services completed to Arvada, and payment from Arvada will be due NET 30 days, unless otherwise stated and agreed to by the parties in the Contract Documents.
8. **RIGHT TO TERMINATE.** Arvada shall have the right to terminate, without cause, this

Agreement. Any such termination shall not be considered a breach of this Agreement or any extension thereof. In the event Arvada terminates this Agreement without cause, Arvada shall pay for all authorized services rendered by Contractor up through the date of termination by Arvada, not to exceed the total amount of the contract price as outlined in this Agreement and any applicable Change Order(s).

9. CHANGE ORDER PROCESS.

- 9.1. If Arvada wishes to add services, Arvada may so request in writing. Email will suffice as a writing for this purpose. If Contractor is not able to accommodate Arvada, it will promptly notify Arvada.
- 9.2. When both parties have agreed on the contents of a Change Order, both parties shall so indicate by signing the Change Order.
- 9.3. Once a Change Order has been agreed to in writing, signed by the parties, the Change Order shall be deemed a part of this Agreement. Any such Change Orders shall be subject and subordinate to the terms of this Agreement and incorporated herein, unless otherwise agreed to in writing signed by the parties.

10. STAFF DIRECTION. Arvada designates Jacqueline Rhoades as Arvada's Project Manager. Ms. Rhoades 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, as amended below:

- 12.1. Section 4, Indemnification of Arvada, of the General Terms and Conditions of the RFQ is amended to read, "Contractor shall hold harmless and indemnify Arvada, its officers, and employees, against any and all costs, expenses, claims, damages, liabilities, court awards, and other amounts (including attorneys' fees and related costs) 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."
- 12.2. Section 4.1, Confidential Information Indemnification, of the General Terms and Conditions of the RFQ is amended to read, "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 and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including reasonable attorneys' fees and costs) incurred by Arvada in relation to any negligent or wrongful act or omission by Contractor, or its employees, agents, assigns, or subcontractors."

12.3. Section 4.2, Intellectual Property Indemnification, of the General Terms and Conditions of the RFQ is amended to read, "Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against costs, expenses, losses, damages, liabilities, and other amounts (including reasonable 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.

12.4. Section 15, Standard and Manner of Performance, of the General Terms and Conditions of the RFQ is amended to read, "Contractor shall perform its obligations under the Agreement in accordance with the generally-accepted standards of care, skill, and diligence in Contractor's industry, trade, or profession."

12.5. Section 16, Time of the Essence, of the General Terms and Conditions of the RFQ is amended to read, "Time, Contractor acknowledges and agrees that Contractor maintain a rate of progress in the Services that will result in completion of the Services in accordance with this Agreement and its agreed upon Schedule. To that end, Contractor agrees to proceed with all due diligence to complete the Services in a timely manner in accordance with this Agreement or task order's Schedule, 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."

12.6. Number 6 of the Insurance Requirements on page 6 of the RFQ is amended to be checked, requiring Professional Liability Insurance.

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 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. Contractor represents and affirms that the signature page hereof accurately states the full legal name of Contractor (whether as a corporation, partnership, limited liability company, sole proprietorship, or other), contains all requisite signature(s) on behalf of Contractor, has been properly acknowledged by attestation, notary acknowledgment, or both, and in all other respects is effective to bind Contractor, in accordance with all applicable statutes, regulations, resolutions, rules, bylaws, agreements, or similar sources of authority or limitation. This Agreement may be executed in counterpart(s), each of which shall be deemed to be an original, and all of which, taken together, shall constitute one instrument.

DATED this _____ day of _____, 2021.

CITY OF ARVADA, a Colorado home rule
municipal corporation

Marc Williams, Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

MATRIX DESIGN GROUP, INC.

Jason C. Rutt, PE, ENV SP, Vice President
1601 Blake Street, Suite 200
Denver, CO 80202
Email: jason.rutt@matrixdesigngroup.com

**AN AGREEMENT BETWEEN THE CITY OF ARVADA AND
MULLER ENGINEERING COMPANY, INC. FOR ON CALL
GENERAL UTILITY ENGINEERING AND GENERAL
TRANSPORTATION ENGINEERING CONSULTING SERVICES
IN AN AMOUNT NOT TO EXCEED \$450,000.00 IN THE FIRST
YEAR**

1. PARTIES. The parties to this Agreement are the City of Arvada, a Colorado home rule municipal corporation, whose mailing address is 8101 Ralston Road, Arvada, Colorado 80002 (“Arvada”) and Muller Engineering Company Inc. whose place of business is located at 777 South Wadsworth Boulevard, Suite 4-100, Lakewood, Colorado 80226 (“Contractor”).

2. RECITALS AND PURPOSE.

- 2.1. Arvada requires a qualified firm to provide professional utility engineering services on an as-needed basis for task orders related to water treatment and distribution facilities, wastewater systems, stormwater and drainage systems, dams, reservoirs and related infrastructure, water resources, hydraulic modeling, structural engineering, SCADA engineering and support, corrosion engineering, and subsurface utility engineering reports. Arvada also requires a qualified firm to provide professional transportation engineering services on an as-needed basis for task order related to traffic engineering, ITS, lighting design, multi-modal transportation infrastructure design, structural engineering, transportation design support, and railroad support services.
- 2.2. On or about March 9, 2021, Arvada issued a Request For Qualifications for Engineering Consulting Services, RFQ-21-Engineering Consulting Services seeking qualifications from licensed engineering consultants to provide professional engineering services on an on-call basis described in Sec. 2.1 (“the Work”). On May 17, 2021, Arvada issued an addendum to the RFQ titled Questions & Answers-1.
- 2.3. Contractor has extensive experience in all aspects of engineering design and construction. On or about April 5, 2021, Contractor submitted its Response to Arvada’s RFQ (“Response”).
- 2.4. Arvada has determined that Contractor has the requisite background, skill, expertise, and insurance to provide the requested professional services and other related services, under the terms and conditions more fully set forth below.
- 2.5. Arvada and Contractor acknowledge and agree that Arvada contemplates using Contractor as a consultant for the Work as described in the Contract Documents. However, Arvada and Contractor acknowledge and agree that 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-21-Engineering Consulting Services and addendum

issued on March 17, 2021; 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. 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. The total amount for the Work shall not exceed **\$450,000.00**. Contractor agrees to submit monthly invoices for actual services completed to Arvada, and payment from Arvada will be due NET 30 days, unless otherwise stated and agreed to by the parties in the Contract Documents.
- 8. RIGHT TO TERMINATE.** Arvada shall have the right to terminate, without cause, this Agreement. Any such termination shall not be considered a breach of this Agreement or any extension thereof. In the event Arvada terminates this Agreement without cause, Arvada shall pay for all authorized services rendered by Contractor up through the date of termination by Arvada, not to exceed the total amount of the contract price as outlined in this Agreement and any applicable Change Order(s).
- 9. CHANGE ORDER PROCESS.**
- 9.1. If Arvada wishes to add services, Arvada may so request in writing. Email will suffice as a writing for this purpose. If Contractor is not able to accommodate Arvada, it will promptly notify Arvada.
- 9.2. When both parties have agreed on the contents of a Change Order, both parties shall so indicate by signing the Change Order.
- 9.3. Once a Change Order has been agreed to in writing, signed by the parties, the Change Order shall be deemed a part of this Agreement. Any such Change Orders shall be subject and subordinate to the terms of this Agreement and incorporated herein, unless otherwise agreed to in writing signed by the parties.
- 10. STAFF DIRECTION.** Arvada designates Jacqueline Rhoades as Arvada's Project Manager. Ms. Rhoades 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, as amended below:
- 12.1. Section 4, Indemnification of Arvada, of the General Terms and Conditions of the RFQ is amended to read, "Contractor shall hold harmless and indemnify Arvada, its officers, and employees, against any and all costs, expenses, claims, damages, liabilities, court awards, and other amounts (including attorneys' fees and related costs) 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."

- 12.2. Section 4.1, Confidential Information Indemnification, of the General Terms and Conditions of the RFQ is amended to read, "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 in a joint defense approach, 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 negligent or wrongful act or omission by Contractor, or its employees, agents, assigns, or subcontractors."
- 12.3. Section 15, Standard and Manner of Performance, of the General Terms and Conditions of the RFQ is amended to read, "Contractor shall perform its obligations under the Agreement in accordance with the customary standards of care, skill, and diligence in Contractor's industry, trade, or profession."
- 12.4. Section 16, Time of the Essence, of the General Terms and Conditions of the RFQ is amended to read, "Time of the essence is an important factor in the performance of services. Contractor acknowledges and agrees that time is an important factor in the performance of services 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."
- 12.5. Section 24, Ownership of Work Product, of the General Terms and Conditions of the RFQ is amended to read, "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 once payment is made by 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."
- 12.6. Number 6 of the Insurance Requirements on page 6 of the RFQ is amended to be checked, requiring Professional Liability Insurance.

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 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. Contractor represents and affirms that the signature page hereof accurately states the full legal name of Contractor (whether as a corporation, partnership, limited liability company, sole proprietorship, or other), contains all requisite signature(s) on behalf of Contractor, has been properly acknowledged by attestation, notary acknowledgment, or both, and in all other respects is effective to bind Contractor, in accordance with all applicable statutes, regulations, resolutions, rules, bylaws, agreements, or similar sources of authority or limitation. This Agreement may be executed in counterpart(s), each of which shall be deemed to be an original, and all of which, taken together, shall constitute one instrument.

DATED this _____ day of _____, 2021.

CITY OF ARVADA, a Colorado home rule
municipal corporation

Marc Williams, Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

MULLER ENGINEERING COMPANY INC.

Karl E. Buchholz, Project Principal
777 South Wadsworth Boulevard, Suite 4-100
Lakewood, Colorado 80226
Email: KBuchholz@mullereng.com

**AN AGREEMENT BETWEEN THE CITY OF ARVADA AND
MURRAYSMITH, INC. FOR ON CALL GENERAL UTILITY
ENGINEERING, GENERAL TRANSPORTATION
ENGINEERING, AND CONSTRUCTION MANAGEMENT
CONSULTING SERVICES IN AN AMOUNT NOT TO EXCEED
\$450,000.00 IN THE FIRST YEAR**

1. **PARTIES.** The parties to this Agreement are the City of Arvada, a Colorado home rule municipal corporation, whose mailing address is 8101 Ralston Road, Arvada, Colorado 80002 (“Arvada”) and Murrraysmith, Inc. whose place of business is located at 1157 West Century Drive, Suite 220, Louisville, Colorado 80027 (“Contractor”).
2. **RECITALS AND PURPOSE.**
 - 2.1. Arvada requires a qualified firm to provide professional utility engineering services on an as-needed basis for task orders related to water treatment and distribution facilities, wastewater systems, stormwater and drainage systems, dams, reservoirs and related infrastructure, water resources, hydraulic modeling, structural engineering, SCADA engineering and support, corrosion engineering, and subsurface utility engineering reports. Arvada also requires a qualified firm to provide professional transportation engineering services on an as-needed basis for task order related to traffic engineering, ITS, lighting design, multi-modal transportation infrastructure design, structural engineering, transportation design support, and railroad support services. Finally, Arvada requires a qualified firm to provide professional construction management services on an as-needed basis for task orders related to utility locates, materials testing/geotechnical services, right of way, inspection services, surveys, construction management, and environmental/regulatory services.
 - 2.2. Arvada and Contractor entered into an Agreement for On Call Engineering Services in an amount not to exceed \$150,000 on February 12, 2019 (“2019 Agreement”). The 2019 Agreement allowed for four consecutive renewals and is currently active. Execution of this Agreement terminates the 2019 Agreement and all task orders issued after the execution date, will be pursuant to this Agreement.
 - 2.3. On or about March 9, 2021, Arvada issued a Request For Qualifications for Engineering Consulting Services, RFQ-21-Engineering Consulting Services seeking qualifications from licensed engineering consultants to provide professional engineering services on an on-call basis described in Sec. 2.1 (“the Work”). On May 17, 2021, Arvada issued an addendum to the RFQ titled Questions & Answers-1.
 - 2.4. Contractor has extensive experience in all aspects of engineering design and construction. On or about April 5, 2021, Contractor submitted its Response to Arvada’s RFQ (“Response”).
 - 2.5. 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.

2.6. 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 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-21-Engineering Consulting Services and addendum issued on March 17, 2021; 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. 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. The total amount for the Work shall not exceed **\$450,000.00**. Contractor agrees to submit monthly invoices for actual services completed to Arvada, and payment from Arvada will be due NET 30 days, unless otherwise stated and agreed to by the parties in the Contract Documents.

8. RIGHT TO TERMINATE. Arvada shall have the right to terminate, without cause, this Agreement. Any such termination shall not be considered a breach of this Agreement or any extension thereof. In the event Arvada terminates this Agreement without cause, Arvada shall pay for all authorized services rendered by Contractor up through the date of termination by Arvada, not to exceed the total amount of the contract price as outlined in this Agreement and any applicable Change Order(s).

9. CHANGE ORDER PROCESS.

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

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

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

10. STAFF DIRECTION. Arvada designates Jacqueline Rhoades as Arvada's Project Manager. Ms. Rhoades 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, as amended below:

12.1. Section 4, Indemnification of Arvada, of the General Terms and Conditions of the RFQ is amended to read, "Contractor shall hold harmless and indemnify Arvada, its officers, and employees, against any and all costs, expenses, claims, damages, liabilities, court awards, and other amounts (including attorneys' fees and related costs) 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."

12.2. Number 6 of the Insurance Requirements on page 6 of the RFQ is amended to be checked, requiring Professional Liability Insurance.

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 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. Contractor represents and affirms that the signature page hereof accurately states the full legal name of Contractor (whether as a corporation, partnership, limited liability company, sole proprietorship, or other), contains all requisite signature(s) on behalf of Contractor, has been properly acknowledged by attestation, notary acknowledgment, or both, and in all other respects is effective to bind Contractor, in accordance with all applicable statutes, regulations, resolutions, rules, bylaws, agreements, or similar sources of authority or limitation. This Agreement may be executed in counterpart(s), each of which shall be deemed to be an original, and all of which, taken together, shall constitute one instrument.

DATED this _____ day of _____, 2021.

CITY OF ARVADA, a Colorado home rule
municipal corporation

Marc Williams, Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

MURRAYSMITH INC.

Joel Price, Principal Engineer
1157 West Century Drive, Suite 220
Louisville, CO 80027
Email: Joel.price@murraysmith.us

**AN AGREEMENT BETWEEN THE CITY OF ARVADA AND
ROCKSOL CONSULTING GROUP, INC. FOR ON CALL
GENERAL TRANSPORTATION ENGINEERING AND
CONSTRUCTION MANAGEMENT SERVICES IN AN AMOUNT
NOT TO EXCEED \$450,000.00 IN THE FIRST YEAR**

1. PARTIES. The parties to this Agreement are the City of Arvada, a Colorado home rule municipal corporation, whose mailing address is 8101 Ralston Road, Arvada, Colorado 80002 (“Arvada”) and RockSol Consulting Group, Inc. whose place of business is located at 12076 Grant Street, Thornton, Colorado 80241 (“Contractor”).

2. RECITALS AND PURPOSE.

- 2.1. Arvada requires a qualified firm to provide professional transportation engineering services on an as-needed basis for task order related to traffic engineering, ITS, lighting design, multi-modal transportation infrastructure design, structural engineering, transportation design support, and railroad support services. Finally, Arvada requires a qualified firm to provide professional construction management services on an as-needed basis for task orders related to utility locates, materials testing/geotechnical services, right of way, inspection services, surveys, construction management, and environmental/regulatory services.
- 2.2. Arvada and Contractor entered into an Agreement for On Call Engineering Services in an amount not to exceed \$150,000 on February 7, 2019 (“2019 Agreement”). The 2019 Agreement allowed for four consecutive renewals and is currently active. Execution of this Agreement terminates the 2019 Agreement and all task orders issued after the execution date, will be pursuant to this Agreement.
- 2.3. On or about March 9, 2021, Arvada issued a Request For Qualifications for Engineering Consulting Services, RFQ-21-Engineering Consulting Services seeking qualifications from licensed engineering consultants to provide professional engineering services on an on-call basis described in Sec. 2.1 (“the Work”). On May 17, 2021, Arvada issued an addendum to the RFQ titled Questions & Answers-1.
- 2.4. Contractor has extensive experience in transportation and construction services and specializes in civil, structural, and geotechnical engineering and construction management services for transportation projects. On or about April 5, 2021, Contractor submitted its Response to Arvada’s RFQ (“Response”).
- 2.5. 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.
- 2.6. 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 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-21-Engineering Consulting Services and addendum issued on March 17, 2021; and

Exhibit 2: Contractor's Response dated April 5, 2021, including Contractor's Standard Billing Rate 2021.

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. 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. The total amount for the Work shall not exceed **\$450,000.00**. Contractor agrees to submit monthly invoices for actual services completed to Arvada, and payment from Arvada will be due NET 30 days, unless otherwise stated and agreed to by the parties in the Contract Documents.

8. RIGHT TO TERMINATE. Arvada shall have the right to terminate, without cause, this Agreement. Any such termination shall not be considered a breach of this Agreement or any extension thereof. In the event Arvada terminates this Agreement without cause, Arvada shall pay for all authorized services rendered by Contractor up through the date of termination by Arvada, not to exceed the total amount of the contract price as outlined in this Agreement and any applicable Change Order(s).

9. CHANGE ORDER PROCESS.

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

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

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

10. STAFF DIRECTION. Arvada designates Jacqueline Rhoades as Arvada's Project Manager. Ms. Rhoades 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, as amended below:

12.1. Section 4, Indemnification of Arvada, of the General Terms and Conditions of the RFQ is amended to read, "Contractor shall hold harmless and indemnify Arvada, its officers, and employees, against any and all costs, expenses, claims, damages, liabilities, court awards, and other amounts (including attorneys' fees and related costs) 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."

12.2. Number 6 of the Insurance Requirements on page 6 of the RFQ is amended to be checked, requiring Professional Liability Insurance.

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 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. Contractor represents and affirms that the signature page hereof accurately states the full legal name of Contractor (whether as a corporation, partnership, limited liability company, sole proprietorship, or other), contains all requisite signature(s) on behalf of Contractor, has been properly acknowledged by attestation, notary acknowledgment, or both, and in all other respects is effective to bind Contractor, in accordance with all applicable statutes, regulations, resolutions, rules, bylaws, agreements, or similar sources of authority or limitation. This Agreement may be executed in counterpart(s), each of which shall be deemed to be an original, and all of which, taken together, shall constitute one instrument.

DATED this _____ day of _____, 2021.

CITY OF ARVADA, a Colorado home rule
municipal corporation

Marc Williams, Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

ROCKSOL CONSULTING GROUP, INC.

Saeid Saeb, Owner
12076 Grant Street
Thornton, CO 80241
Email: Saeb@rocksol.com

**AN AGREEMENT BETWEEN THE CITY OF ARVADA AND
STANTEC CONSULTING SERVICES, INC. FOR ON CALL
GENERAL UTILITIES ENGINEERING AND GENERAL
TRANSPORTATION ENGINEERING SERVICES IN AN
AMOUNT NOT TO EXCEED \$450,000.00 IN THE FIRST YEAR**

- 1. PARTIES.** The parties to this Agreement are the City of Arvada, a Colorado home rule municipal corporation, whose mailing address is 8101 Ralston Road, Arvada, Colorado 80002 (“Arvada”) and Stantec Consulting Services, Inc. whose place of business is located at 1560 Broadway, Suite 1800, Denver, Colorado 80202 (“Contractor”).
- 2. RECITALS AND PURPOSE.**
 - 2.1. Arvada requires a qualified firm to provide professional utility engineering services on an as-needed basis for task orders related to water treatment and distribution facilities, wastewater systems, stormwater and drainage systems, dams, reservoirs and related infrastructure, water resources, hydraulic modeling, structural engineering, SCADA engineering and support, corrosion engineering, and subsurface utility engineering reports. Arvada also requires a qualified firm to provide professional transportation engineering services on an as-needed basis for task order related to traffic engineering, ITS, lighting design, multi-modal transportation infrastructure design, structural engineering, transportation design support, and railroad support services.
 - 2.2. On or about March 9, 2021, Arvada issued a Request For Qualifications for Engineering Consulting Services, RFQ-21-Engineering Consulting Services seeking qualifications from licensed engineering consultants to provide professional engineering services on an on-call basis described in Sec. 2.1 (“the Work”). On May 17, 2021, Arvada issued an addendum to the RFQ titled Questions & Answers-1.
 - 2.3. Contractor has extensive experience in all aspects of traffic, transportation, and utility engineering design and construction. On or about April 5, 2021, Contractor submitted its Response to Arvada’s RFQ (“Response”).
 - 2.4. Arvada has determined that Contractor has the requisite background, skill, expertise, and insurance to provide the requested professional services and other related services, under the terms and conditions more fully set forth below.
 - 2.5. Arvada and Contractor acknowledge and agree that Arvada contemplates using Contractor as a consultant for the Work as described in the Contract Documents. However, Arvada and Contractor acknowledge and agree that 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-21-Engineering Consulting Services and addendum issued on March 17, 2021; and

Exhibit 2: Contractor's Response dated April 5, 2021.

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. 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. The total amount for the Work shall not exceed **\$450,000.00**. Contractor agrees to submit monthly invoices for actual services completed to Arvada, and payment from Arvada will be due NET 30 days, unless otherwise stated and agreed to by the parties in the Contract Documents.
- 8. RIGHT TO TERMINATE.** Arvada shall have the right to terminate, without cause, this Agreement. Any such termination shall not be considered a breach of this Agreement or any extension thereof. In the event Arvada terminates this Agreement without cause, Arvada shall pay for all authorized services rendered by Contractor up through the date of termination by Arvada, not to exceed the total amount of the contract price as outlined in this Agreement and any applicable Change Order(s).
- 9. CHANGE ORDER PROCESS.**

 - 9.1. If Arvada wishes to add services, Arvada may so request in writing. Email will suffice as a writing for this purpose. If Contractor is not able to accommodate Arvada, it will promptly notify Arvada.
 - 9.2. When both parties have agreed on the contents of a Change Order, both parties shall so indicate by signing the Change Order.
 - 9.3. Once a Change Order has been agreed to in writing, signed by the parties, the Change Order shall be deemed a part of this Agreement. Any such Change Orders shall be subject and subordinate to the terms of this Agreement and incorporated herein, unless otherwise agreed to in writing signed by the parties.
- 10. STAFF DIRECTION.** Arvada designates Jacqueline Rhoades as Arvada's Project Manager. Ms. Rhoades 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, as amended below:

12.1. Section 4, Indemnification of Arvada, of the General Terms and Conditions of the RFQ is amended to read, "Contractor shall hold harmless and indemnify Arvada, its officers, and employees, against any and all costs, expenses, claims, damages, liabilities, court awards, and other amounts (including attorneys' fees and related costs) 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."

12.2. Number 6 of the Insurance Requirements on page 6 of the RFQ is amended to be checked, requiring Professional Liability Insurance.

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 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. Contractor represents and affirms that the signature page hereof accurately states the full legal name of Contractor (whether as a corporation, partnership, limited liability company, sole proprietorship, or other), contains all requisite signature(s) on behalf of Contractor, has been properly acknowledged by attestation, notary acknowledgment, or both, and in all other respects is effective to bind Contractor, in accordance with all applicable statutes, regulations, resolutions, rules, bylaws, agreements, or similar sources of authority or limitation. This Agreement may be executed in counterpart(s), each of which shall be deemed to be an original, and all of which, taken together, shall constitute one instrument.

DATED this _____ day of _____, 2021.

CITY OF ARVADA, a Colorado home
rule municipal corporation

Marc Williams, Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

STANTEC CONSULTING SERVICES, INC.

Daniela Machado, Senior Principal
1560 Broadway
Suite 1800,
Denver, Colorado 80202
Email: daniela.machado@stantec.com

**AN AGREEMENT BETWEEN THE CITY OF ARVADA AND
TERRACON CONSULTANTS, INC. FOR ON CALL
CONSTRUCTION MANAGEMENT SERVICES IN AN AMOUNT
NOT TO EXCEED \$450,000.00 IN THE FIRST YEAR**

1. PARTIES. The parties to this Agreement are the City of Arvada, a Colorado home rule municipal corporation, whose mailing address is 8101 Ralston Road, Arvada, Colorado 80002 (“Arvada”) and Terracon Consultants, Inc. whose place of business is located at 10621 W I-70 Frontage Road N, Suite 3, Wheat Ridge, Colorado 80033 (“Contractor”).

2. RECITALS AND PURPOSE.

2.1. Arvada requires a qualified firm to provide professional construction management services on an as-needed basis for task orders related to utility locates, materials testing/geotechnical services, right of way, inspection services, surveys, construction management, and environmental/regulatory services.

2.2. On or about March 9, 2021, Arvada issued a Request For Qualifications for Engineering Consulting Services, RFQ-21-Engineering Consulting Services seeking qualifications from licensed engineering consultants to provide professional engineering services on an on-call basis described in Sec. 2.1 (“the Work”). On May 17, 2021, Arvada issued an addendum to the RFQ titled Questions & Answers-1.

2.3. Contractor has extensive experience in all aspects within the Infrastructure Area of Construction services, specifically Materials Testing/Geotechnical Services, Inspection Services, and Environmental Services/Regulatory. On or about April 5, 2021, Contractor submitted its Response to Arvada’s RFQ (“Response”).

2.4. Arvada has determined that Contractor has the requisite background, skill, expertise, and insurance to provide the requested professional services and other related services, under the terms and conditions more fully set forth below.

2.5. Arvada and Contractor acknowledge and agree that Arvada contemplates using Contractor as a consultant for the Work as described in the Contract Documents. However, Arvada and Contractor acknowledge and agree that 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-21-Engineering Consulting Services and addendum issued on March 17, 2021; and

Exhibit 2: Contractor’s Response dated April 5, 2021.

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. 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. The total amount for the Work shall not exceed **\$450,000.00**. Contractor agrees to submit monthly invoices for actual services completed to Arvada, and payment from Arvada will be due NET 30 days, unless otherwise stated and agreed to by the parties in the Contract Documents.

8. RIGHT TO TERMINATE. Arvada shall have the right to terminate, without cause, this Agreement. Any such termination shall not be considered a breach of this Agreement or any extension thereof. In the event Arvada terminates this Agreement without cause, Arvada shall pay for all authorized services rendered by Contractor up through the date of termination by Arvada, not to exceed the total amount of the contract price as outlined in this Agreement and any applicable Change Order(s).

9. CHANGE ORDER PROCESS.

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

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

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

10. STAFF DIRECTION. Arvada designates Jacqueline Rhoades as Arvada's Project Manager. Ms. Rhoades 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, as amended below:

12.1. Section 4, Indemnification of Arvada, of the General Terms and Conditions of the RFQ is amended to read, "Contractor shall hold harmless and indemnify Arvada, its officers, and employees, against any and all costs, expenses, claims, damages, liabilities, court awards, and other amounts (including attorneys' fees and related costs) 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."

12.2. Section 15, Standard and Manner of Performance, of the General Terms and

Conditions of the RFQ is amended to read, "Contractor shall perform its obligations under the Agreement in accordance with the generally-accepted standards of care, skill, and diligence in Contractor's industry, trade, or profession."

12.3. Number 6 of the Insurance Requirements on page 6 of the RFQ is amended to be checked, requiring Professional Liability Insurance.

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 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. Contractor represents and affirms that the signature page hereof accurately states the full legal name of Contractor (whether as a corporation, partnership, limited liability company, sole proprietorship, or other), contains all requisite signature(s) on behalf of Contractor, has been properly acknowledged by attestation, notary acknowledgment, or both, and in all other respects is effective to bind Contractor, in accordance with all applicable statutes, regulations, resolutions, rules, bylaws, agreements, or similar sources of authority or limitation. This Agreement may be executed in counterpart(s), each of which shall be deemed to be an original, and all of which, taken together, shall constitute one instrument.

DATED this _____ day of _____, 2021.

CITY OF ARVADA, a Colorado home rule
municipal corporation

Marc Williams, Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

TERRACON CONSULTANTS, INC.

Mathew B. Fielding, Vice President
10625 W I-70 Frontage Road N, Suite 3
Wheat Ridge, CO 80033
Email: Mat.Fielding@terracon.com



REPORT TO CITY COUNCIL RESOLUTION

**AGENDA ITEM
8.A.3.**

TO: THE HONORABLE CITY COUNCIL

DATE: June 28, 2021

SUBJECT: R21-090 A Resolution Authorizing the First Amendment to an Agreement by and between the City of Arvada and T & M Construction, LLC for the Reconstruction of Ralston Road between Upham Street and Yukon Street to Change the Scope of Work and Increase the Maximum Compensation Amount by \$448,946.80, Project No. 15-ST-30

Report in Brief

Attached for Council consideration is a Resolution Authorizing Construction Change Orders and costs related to anticipated quantity overruns, to an agreement by and between the City of Arvada and T&M Construction, LLC in the amount of \$448,946.80 for Ralston Road Phase 1, Project No. 15-ST-30.

These change orders (\$190,243.12) and costs due to estimated quantity overruns (not to exceed \$258,703.68) include additional work and time extensions primarily related to the delays caused by design errors/omissions and differing underground conditions.

The Arvada team recommends that the City Council approve R21-090, A Resolution Authorizing the First Amendment to an Agreement by and between the City of Arvada and T & M Construction, LLC for the Reconstruction of Ralston Road between Upham Street and Yukon Street to Change the Scope of Work and Increase the Maximum Compensation Amount by \$448,946.80, Project No. 15-ST-30.

Financial Impact

Authorization of these change orders and quantity overruns will result in an increase of \$448,946.80 (17.1%) to the original contract price of \$2,619,824.50. Project cost projections currently indicate an existing funding shortfall of approximately \$70,000 at this time. The Arvada team plans to cover the shortfall with the surplus from Wadsworth Right Turns Lanes, Project No. 14-ST-18, now that construction on the project is complete.

Background

The change orders (\$190,243.12) include additional work and compensation for delays, beyond the original contract scope, associated primarily with design errors/omissions and differing underground conditions. All change orders have been executed following CDOT methods and policy by the Arvada team with engineering consultant support, under the supervision of a CDOT Local Agency Project Manager. The project is anticipated to overrun project quantities not to exceed \$258,703.68 due primarily to design underestimates (Roadway Base, Potholing, Curb/Gutter, and Patching) and changes to construction phasing and delays due to differing underground conditions.

Discussion

Design work for this project began in 2015 and continued through 2018. The design work performed by the engineering team at that time took place prior to legal requirements to conduct subsurface utility engineering (SUE) investigation. The design team in 2015-2018 would not have known of many of the subsurface issues that the current engineering team encountered during this project. Today, on projects of this type, the Arvada engineering team implements more stringent subsurface utility

engineering investigation requirements to reduce the risk of time and financial impacts such as those experienced on this project.

Cost increases associated with this resolution are due primarily to quantity underestimates and/or omissions during design and differing underground conditions found during construction:

1. Revision of Traffic Control Plan (TCP) at Olde Wadsworth and Ralston Rd (Design Omission)
2. Add Inlet, Manhole and Water Meter Pay Items (Design Error)
3. Ralston East End Design Revision (Design Error)
4. Addition of Concrete Pavement (6 Inch) (Design Error)
5. Potholing CenturyLink (Underground conditions)
6. Fire Hydrant
7. Geogrid (Underground conditions)
8. Storm Sewer Redesign in Olde Wadsworth Intersection (Underground conditions)
9. Ralston Eastbound 5 Foot Traffic Shift
10. Revised Sidewalk Chase Drains (Design error)
11. Addition of Portable Message Panels (Design error)
12. Added Potholing Hours for WL Pull Boxes (Design error)
13. Addition of Left Turn Lane at Olde Wadsworth Blvd
14. Revision of Arvada Monument Sign (Design error)
15. Water Valve Box Materials
16. 1 Inch Irrigation Service (Design error)
17. Removal of Abandoned Fuel Storage Tanks (Underground conditions)
18. Olde Wadsworth Paving Phasing Change
19. Added work for irrigation power feed (Design omission)
20. Adjustment of Fire Hydrant and Added Landscape Materials (Design omission)

Differing underground conditions caused delays pushing paving of the corridor into the winter of 2021, which was not possible due to temperatures.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The recommended action will support the completion of the Ralston Road Phase I project. Completion of this project aligns with the Infrastructure Priority Area of the City Council Strategic Plan. Specifically, the completion of Ralston Road Phase I supports the following Principle within the Infrastructure Priority Area:

Provides safe and efficient connections to modes of transportation, including transit, streets, sidewalks, and bikeways with a focus on enhanced technology at high-priority intersections improving safety and minimizing traffic congestion.

In addition, completion of Ralston Road Phase I supports the completion of Strategic Result 4 (SR4) as this project is the initiation and completion of Ralston Road Phase II. SR4 states:

Effectively utilize voter approved bond funds for the completion of Ralston Road Phase 2 (between Yukon and Garrison Streets) and the expansion of W. 72nd Avenue.

SUBJECT: R21-090 A Resolution Authorizing the First Amendment to an Agreement by and between the City of Arvada and T & M Construction, LLC for the Reconstruction of Ralston Road between Upham Street and Yukon Street to Change the Scope of Work and Increase the Maximum Compensation Amount by \$448,946.80, Project No. 15-ST-30

PAGE: 3
ITEM: 8.A.3.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve this resolution authorizing the First Amendment to an Agreement by and between the City of Arvada and T & M Construction, LLC for the Reconstruction of Ralston Road between Upham Street and Yukon Street to Change the Scope of Work and Increase the Maximum Compensation Amount by \$448,946.80, Project No. 15-ST-30.

Suggested Motion:

I move that R21-090, A Resolution Authorizing the First Amendment to an Agreement by and between the City of Arvada and T & M Construction, LLC for the Reconstruction of Ralston Road between Upham Street and Yukon Street to Change the Scope of Work and Increase the Maximum Compensation Amount by \$448,946.80, Project No. 15-ST-30, be (approved) (rejected).

Prepared by:
Chris Lisberg, Assistant City Engineer

Reviewed by:

Approved by:

Jacqueline Rhoades, Civil Engineer III	6/7/2021
Don Wick, Director of Public Works	6/9/2021
Bryan Archer, Director of Finance	6/9/2021
Erika Pierce, Litigation Paralegal	6/10/2021
Brad Moloney, Deputy City Attorney	6/16/2021
Rachel Morris, City Attorney	6/17/2021
Lorie Gillis, Deputy City Manager	6/17/2021
Mark Deven, City Manager	6/17/2021

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R21-090

A RESOLUTION AUTHORIZING THE FIRST AMENDMENT TO AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND T & M CONSTRUCTION, LLC FOR THE RECONSTRUCTION OF RALSTON ROAD BETWEEN UPHAM STREET AND YUKON STREET TO CHANGE THE SCOPE OF WORK AND INCREASE THE MAXIMUM COMPENSATION AMOUNT BY \$448,946.80,
PROJECT NO. 15-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, First Amendment to an Agreement, which is in substantially the same form as that attached hereto, by and between the City of Arvada and T&M Construction LLC for the Reconstruction of Ralston Road between Upham Street and Yukon Street to Change the Scope of Work and Increase the Maximum Compensation Amount by \$448,946.80, Project No.15-ST-30.

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

APPROVED AND ADOPTED this 28th day of June, 2021.

Marc Williams, Mayor

ATTEST:

City Clerk

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

By: _____

**FIRST AMENDMENT
TO AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA
AND T & M CONSTRUCTION, LLC FOR THE RECONSTRUCTION OF
RALSTON ROAD BETWEEN UPHAM STREET AND YUKON STREET
TO CHANGE THE SCOPE OF WORK AND INCREASE THE MAXIMUM
COMPENSATION AMOUNT BY \$448,946.80**

1.0 PARTIES. The parties to this First Amendment are the City of Arvada, a home rule municipal corporation (“Arvada” and/or “City”) and T & M Construction, LLC, a Colorado Limited Liability Company (“Contractor”).

2.0 RECITALS AND PURPOSE.

2.1 On December 16, 2019, Arvada and Contractor entered into an Agreement for the Reconstruction of Ralston Road between Upham Street and Yukon Street in an Amount Not to Exceed \$2,619,824.50 (“Original Agreement”). The Original Agreement is not attached as an exhibit but is incorporated herein by reference.

2.2 The Original Agreement requires Contractor to complete the reconstruction of Ralston Road described in the Contract Documents relating to CSB-15-ST-30R, re-issued September 26, 2019 (“the Work”) by 218 working days after the date of the Notice to Proceed. Notice to Proceed was given on February 7, 2020 in accordance with the Original Agreement. Based on this notice, the Original Agreement required Contractor to commence work on or before February 17, 2020. The Original Agreement requires Contractor to furnish all material, supplies, tools, equipment, labor, and other services necessary for the completion of the Work.

2.3 Necessary changes to the scope of the project described in CMO-001 through CMO-020 (attached “Exhibit 1”), as well as the Under Over Run Estimate (attached “Exhibit 2”) require the compensation amount to be modified. Exhibit 1 includes a total of \$292,743.12 in additional costs. Exhibit 2 includes a total of \$258,703.68 in actual and estimated additional costs. Exhibit 1 and Exhibit 2 total \$551,446.80 combined.

2.4 Some of these additional costs were contemplated in the Original Agreement maximum compensation amount. Specifically, the Original Agreement included force accounts, which reserved funding for overages in the areas of: Minor Contract Revisions (\$75,000); Erosion Control (\$5,000); Utility Adjustment (\$5,000); Irrigation System Repair (\$2,500); High Early Strength Concrete Class E (\$10,000); and Furnish and Install Temporary Lighting (\$5,000). In total, the Original Agreement included \$102,500.00 of such costs in the maximum compensation amount.

2.5 The actual and estimated overages of \$551,446.80 less the force accounts of \$102,500.00 total \$448,946.80.

2.6 The purpose of this First Amendment is to modify the scope of services as described in Exhibit 1 and Exhibit 2; increase the maximum compensation by \$448,946.80 to a new total amount not to exceed \$3,068,771.30; and extend the timeline for project completion to add an additional 54.5 working days.

3.0 SCOPE OF SERVICES AND/OR MATERIALS. The Scope of Services and/or materials of the Original Agreement are amended to reflect what is contained within Exhibit 1 and Exhibit 2.

4.0 COMPENSATION FOR SERVICES AND/OR MATERIALS. The Original Agreement terms are amended to increase the maximum compensation amount by \$448,946.80. Therefore, the Original Agreement terms are amended to increase the total compensation “to and amount not to exceed \$3,068,771.30.”

5.0 PROJECT COMPLETION TIMEFRAME. The Original Agreement terms are amended to increase the number of days in which Contractor must complete all required work by 54.5 working days, changing the Original Agreement project completion timeframe from 218 working days after the date of the Notice to Proceed to 272.5 working days after the date of the Notice to Proceed. The increased number of days is reflected in Exhibit 1.

6.0 DOCUMENTS OTHERWISE UNCHANGED. Except as specifically provided in this First Amendment, the agreement remains unchanged and in full force and effect in accordance with its terms.

7.0 BINDING AUTHORITY. Contractor represents and affirms that the signature page hereof accurately states the full legal name of Contractor, contains all requisite signature(s) on behalf of 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.

EFFECTIVE this ____ day of _____, 2021.

CITY OF ARVADA, a Colorado home rule
municipal corporation

Marc Williams, Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST:

City Clerk

APPROVED AS TO FORM BY:

For Rachel A. Morris, City Attorney

T & M CONSTRUCTION, LLC.

Thomas Andreas, Managing Partner
5605 North Peterson Road, Unit A
Sedalia, Colorado 80135

Exhibit 1

CMO-001 through CMO-020

COLORADO DEPARTMENT OF TRANSPORTATION CONTRACT MODIFICATION ORDER	Project No. STU M040-031	Project code 21175
	Location Ralston Road Reconstruction - Upham St to Yukon St	
	Date 4/28/20	Project order No. 001
Contractor T&M Construction	Estimated cost to project ☒ Increase ☐ Decrease \$ 39,380.84	
Complete address 5605 N. Peterson Rd. Sedalia, CO 80135	Total additional days allowed to complete work 9	FHWA PoDI ☐ yes ☒ no
Modification title CMO 001 – Revision of TCP at Olde Wadsworth and Ralston Road		

Your contract is hereby modified to keep Old Wadsworth North and south traffic open at all times except for closures as outlined below to allow for work in the intersection. To keep Old Wadsworth open the installation of a Temporary Traffic Signal will be needed at Ralston Rd & Olde Wadsworth Blvd. The temporary traffic signal will be reconfigured as necessary to accommodate all vehicular and pedestrian traffic for all phases of the work.

The contract shall be modified to include the addition of the items listed below.

All work shall be done in accordance with the 2017 Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, project plans, project special provisions, and as directed by the Project Engineer.

The number of days allowed to close Old Wadsworth are outlined below:

Construction Activities	Estimated Duration (working days)	Scheduled
Installation of proposed manhole and stub outs	5 days	May 2020
Installation of temporary signals	3 days	May 2020
Paving of Northern portion of intersection and N. Olde Wads	5 days	August 2020
Extension of stub outs in southern portion of intersection	3 days	September 2020
Paving of Southern portion of intersection and N. Olde Wads	5 days	November 2020
Paving top lift (Northern portion)	1 day	TBD
Paving top lift (Southern portion)	1 day	TBD
Total: 28 Days		

The following item is hereby added to your contract at agreed unit price.

Item No.	Description	Quantity	Unit	Unit Price	Total
630-00000	Traffic Control (Addit. for Traffic Mod)	1	LS	\$10,733.94	\$10,733.94
630-86801	Traffic Signal (Temp)	1	LS	\$28,646.90	\$28,646.90
Total added item quantities:					\$39,380.84

Should federal funds not be available to cover these additional costs, or the FHWA decides not to participate, the City of Arvada agrees to provide the required funds.

The City of Arvada approves this Change Order by signing below.

I accept this order, for work to be performed and prices on which payment is to be based.

REQUIRED IN ACCORDANCE WITH INSTRUCTIONS IN CDOT'S CONSTRUCTION MANUAL		REQUIRED FOR ALL CHANGE ORDERS	
Approved by FHWA Operations Engineer:	Date	Authorized by Project Engineer: <i>Chris Lasey</i>	Date 5/5/2020
OPTIONAL Approved by Region Transportation Director: _____ Date _____		Contractor representative: <i>[Signature]</i>	Date 5/5/2020
		Approved by Resident Engineer: _____	Date _____
		☐ Participating ☐ Non-participating ☐ Participation as noted Approved funding by Region Program Engineer: _____ Date _____	

Previous editions are obsolete and may not be used

CDOT Form #90 06/19

Reviewed by GCG 5/5/2020

[Signature]



CHANGE ORDER NO. 1

Date: April 29, 2020

Project Number: STU M040-031

Project Code: 21175

Location: Ralston Road Reconstruction – Upham St to Yukon St

To: Gian Garufo
Civil Engineer Project Manager I
CDOT - Region 1 - Local Agency Unit
2829 W Howard Pl., 2nd Fl., Denver, CO 80204

From: Chris Lisberg,
City of Arvada - Transportation Design Manager
8101 Ralston Road
Arvada, CO 80002
720-898-7645
clisberg@arvada.org

Subject: CMO 001 – Revision of TCP at Olde Wadsworth and Ralston Road

This change order was written to revise the traffic control plan at Olde Wadsworth and Ralston Road.

During the permitting process the City determined that closure of Olde Wadsworth, as shown in the construction plans, is not practical due to the negative traffic impacts, particularly during the time of businesses reopening post COVID stay-at-home orders. On March 12, 2020 the City issued Speed Memo #1 (Att. A) requesting that T&M investigate the revising of their traffic control plans to keep all traffic movements at Olde Wadsworth open during construction, with the following exceptions:

- Closure of lefts from Olde Wadsworth onto Ralston is permitted.
- Closure of lefts from Ralston to Olde Wadsworth is permitted.
- Total and/or partial night closure of Olde Wadsworth will be evaluated on as-needed by the City given sufficient notice of need from T&M Construction.

Thru coordination during our weekly meetings and email correspondence since Mid-March T&M has assessed the situation and both parties have come to the agreement that with the use of a temporary signal Olde Wadsworth can remain open for the majority of the major construction phases. For constructability and safety reasons some full time (day and night) partial closures are necessary with approximately seven separate partial closures (either North or South Olde Wads as shown in the construction plans) anticipated during the duration of the project for the below construction activities, listed in chronological order:

Construction Activities	Estimated Duration (working days)	Scheduled
Installation of proposed manhole and stub outs	5 days	May 2020
Installation of temporary signals	3 days	May 2020
Paving of Northern portion of intersection and N. Olde Wads	5 days	August 2020
Extension of stub outs in southern portion of intersection	3 days	September 2020
Paving of Southern portion of intersection and N. Olde Wads	5 days	November 2020
Paving top lift(Northern portion)	1 day	TBD
Paving top lift(Southern portion)	1 day	TBD
Total	23 days	

The following additional work is necessary to keep Olde Wadsworth open to thru traffic:

To keep Olde Wadsworth thru and right turning traffic during the duration of construction, outside the above-mentioned closures, the installation of a temporary traffic signal will be necessary. The temporary signal will consist of one temporary span pole, moving and resetting traffic signal heads, moving pedestrian push buttons and pedestrian signal heads for the

various phases, wiring as necessary for the temporary signal and removing the temporary signal. This signal will be installed in May and be in place for most of the construction to accommodate traffic switches to move all traffic first to the south side of Ralston and then when work is completed shift traffic all to the north side of Ralston. Additionally, while working on the corners of Old Wadsworth and Ralston, during removal and construction of proposed curb, gutter, and sidewalk additional shifting of traffic on Olde Wadsworth will take place to provide an adequate buffer between construction and the traveling public. The detail of the traffic shifts will be covered in the Traffic Control Plan for this work submitted, reviewed and approved by the City of Arvada.

The following pay items are added for this work:

Item No.	Description	Quantity	Unit	Unit Price	Total
630-00000	Traffic Control (Addit. for Traffic Mod)	1	LS	\$10,733.94	\$10,733.94
630-86801	Traffic Signal (Temp)	1	LS	\$28,646.90	\$28,646.90
Total for Contract Modification Order 001:					\$39,380.84

The Traffic Control item was calculated by taking the bid unit price for Traffic Control (Lump Sum) \$260,000 dividing it by the number of working days, 218, for a daily cost of \$1192.66 and at 9 days it is a total of \$10,733.94. This price is reasonable based on this calculation.

Item for Traffic Signal (Temp) paid for as Lump Sum was compared to the 2019 CDOT Cost Data Book. The Average Bid for Traffic Signal (Temp) LS for 2019 was \$30,583.57 (See Att. B). T&M's proposed cost is \$28,646.90 that is below the cost data price and therefor justified.

Total MCR Line Item Amount	<u>\$75,000.00</u>
Remaining MCR Amount	<u>\$35,619.16</u>

Nine additional days have been requested for this work. 3 days will be for the addition of the temporary signal. The additional 6 days will cover inefficiencies of progressing the other items of work by having to work around Old Wadsworth being open for traffic during most of the schedule and for having to break the Old Wadsworth work into 4 quadrants. This amount of additional time requested seems reasonable.

This Change order does impact the critical path; therefore, addition 9 additional days will be added to the construction schedule as part of this change order.

This change order has been discussed with CDOT Region 1 Local Agency Representative, Gian Garufo at weekly meetings prior to submitting this CMO.

Thanks,

Chris Lisberg
Project Engineer

Attachments:
A - Speed Memo #1
B – CDOT Cost Data Sheet

**COLORADO DEPARTMENT OF TRANSPORTATION
SPEED MEMO**

Project No.:
15-ST-30 (CDOT Project No. STU M040-031)

Project Code (SA#):
21175

Location:
Ralston Road and Olde Wadsworth

MESSAGE

To: T&M Construction

Date: 3/12/2020

Subject: Non-Closure of Olde Wadsworth

During the permitting process the City has determined that closure of Olde Wadsworth, as shown in the construction plans, is not practical due to traffic impacts. The City requests T&M revise their planned traffic control to keep all traffic movements at the intersection of Olde Wadsworth open, with the following exceptions.

- Closure of lefts from Olde Wadsworth onto Ralston is permitted
- Closure of lefts from Ralston to Olde Wadsworth is permitted
- Total and/or partial night closure of Olde Wadsworth will be evaluated on as-needed by the City given sufficient notice of need from T&M Construction

The City requests that T&M evaluate all possible cost and schedule implications due to this change and meet with the City to discuss this issue within the next week.

Signed:  **CHRIS LISBERG**

Title: **PROJECT ENGINEER**

By Signing Below I Acknowledge Receipt of This Document

Signed:

Title:

REPLY

To:

Date:

Signed:

Title:

Distribution:

Contractor
Resident Engineer
Project Engineer

CDOT Form #105 02/17

PROJECT NUMBER	ITEM NUMBER/ PROJECT LOCATION	ITEM DESCRIPTION/ PROJECT LOCATION	DATE LET	UNIT/ QUANTITY	ENGR. EST.	AVERAGE BID	AWARDED BID
===== 630-85041	Mobile Attenuator			Day =====			
CR400-367	R4 LONGMONT ADA CURB RAMPS	08/22/19	15.00	400.00	450.00	300.00	
ITSSW01-718	ITS DSRC ON I-25 AND I-70	09/05/19	50.00	5000.00	437.50	750.00	
MTCE052A-048	MTCE R4 FY20 SH52A CRACK SEAL	09/19/19	15.00	400.00	573.33	250.00	
	WEIGHTED AVERAGE FOR THE THIRD QUARTER		2,274.00	729.53	615.46	638.92	
ITS SW02-286	ITS FIBER TO STATE BUILDINGS	10/31/19	90.00	1000.00	312.50	150.00	
CR100-321	SIGNAL CABINET UPGRADE PHASE	10/31/19	50.00	450.00	453.75	445.00	
MPC040-056	REGION 2 FY20 SIGN REPLACEMENT	10/31/19	65.00	300.00	550.00	500.00	
NHPP0702-380	THIS PROJECT IS LOCATED ALONG	11/14/19	300.00	400.00	325.00	375.00	
ITS SW02-285	FY 19 ITS VMS UPGRADE	11/14/19	90.00	350.00	467.00	10.00	
MTCE0100-333	MTCE R1 FY20 FREEWAY SIGNING	11/14/19	100.00	425.00	620.00	590.00	
ER0361-118	US 36 MP 7.2 - 8.5	11/21/19	20.00	300.00	621.90	450.00	
BRR100-268	SH 119 WALL REPAIR @ MP 6.8	11/21/19	20.00	500.00	668.50	250.00	
STAR100-265	Concrete Resurfacing, Various	12/05/19	255.00	450.00	462.69	273.43	
SHE0881-031	FEDERAL BLVD. SH088A MP 1.98	12/05/19	100.00	400.00	357.40	335.00	
NHPP0881-030	SH 88 (BELLEVIEW) UNIVERSITY	12/19/19	80.00	500.00	523.91	575.00	
	WEIGHTED AVERAGE FOR THE FOURTH QUARTER		1,170.00	458.76	437.52	345.19	
	WEIGHTED AVERAGE FOR THE YEAR		4,763.00	564.73	504.98	510.16	
===== 630-86801	Traffic Signal (Temp)			LUMP SUM =====			
STR0132-021	SH 13-MOFFAT COUNTY-CR 3 SOUT	01/10/19	1.00	10000.00	71172.00	35360.00	
STR141A-047	SH 141 MP 120-143 MESA COUNTY	01/17/19	1.00	22000.00	11991.44	10000.00	
NHPP070A-028	FALL RIVER ROAD BRIDGE	02/21/19	1.00	30000.00	25686.80	19000.00	
STA0131-070 HMA ALT	SH 13 CR 5 NORTH AND SOUTH	03/28/19	1.00	25000.00	26965.00	31500.00	
STA0131-070 PCCP ALT	SH 13 CR 5 NORTH AND SOUTH						
	WEIGHTED AVERAGE FOR THE FIRST QUARTER		4.00	22400.00	34702.49	23965.00	
ER145A-081	SH 145 MP 21 EMERGENCY ROCKFA	06/07/19	1.00	15000.00	2978.00	3006.00	
	WEIGHTED AVERAGE FOR THE SECOND QUARTER		1.00	15000.00	2978.00	3006.00	
STR330A-002	SH 330 COLLBRAN	12/05/19	1.00	25000.00	17000.00	25000.00	
	WEIGHTED AVERAGE FOR THE FOURTH QUARTER		1.00	25000.00	17000.00	25000.00	
	WEIGHTED AVERAGE FOR THE YEAR		6.00	21714.29	30583.57	20644.33	

COLORADO DEPARTMENT OF TRANSPORTATION CONTRACT MODIFICATION ORDER	Project No. STU M040-031		Project code 21175
	Location Ralston Road Reconstruction - Upham St to Yukon St		
	Date 5/7/2020	Project order No. 002	
Contractor T&M Construction		Estimated cost to project ☒ Increase ☐ Decrease \$ 7,573.50	
Complete address 5605 N. Peterson Rd. Sedalia, CO 80135		Total additional days allowed to complete work	FHWA PoDI ☐ yes ☒ no
Modification title CMO 002 - Add Inlet, Manhole and Water Meter Pay Items			

Your contract is hereby modified to add pay items for an inlet, a manhole and water meter work to account for work that was not shown in the bid plans. All work shall be done in accordance with the 2017 Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, project plans, project special provisions, and as directed by the Project Engineer.

The following items are hereby modified as follows:

Add the following Pay Items:

Item No.	Description	Quantity	Unit	Unit Price	Total
202-05026	Sawing Asphalt Mat (6 Inch)	20	LF	\$13.50	\$270.00
206-00000	Structural Excavation	5	CY	\$71.50	\$357.50
206-00065	Structure Backfill (Flow Fill)	5	CY	\$193.40	\$967.00
604-19205	Type R L10 (5 Ft)	1	Each	\$8,605.00	\$8,605.00
604-30010	Manhole Slab Base (10Ft)	1	Each	\$6,100.00	\$6,100.00
					Total: +\$16,299.50

Deduct the following Pay Items:

Item No.	Description	Quantity	Unit	Unit Price	Total
604-19110	Type R L5 (10 Ft)	1	Each	\$5,400.00	\$5,400.00
604-30005	Manhole Slab Base (5 Ft)	1	Each	\$4,200.00	\$4,200.00
					Total: -\$9,600.00

Increase the following Pay Items:

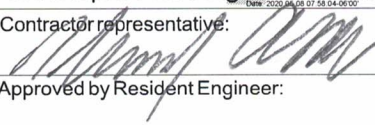
Item No.	Description	Quantity	Unit	Unit Price	Total
202-00220	Removal of Asphalt Mat	3	SY	\$10.00	\$30.00
203-01597	Potholing	2	HR	\$222.00	\$444.00
403-00720	Hot Mix Asphalt (Patching) (Asphalt)	1	TN	\$400.00	\$400.00
					Total: +\$874.00

Total for Contract Modification Order 002: **\$7,573.50**

Should state funds not be available to cover these additional costs, or CDOT decides not to participate, the City of Arvada agrees to provide the required funds.

The City of Arvada approves this Change Order by signing below.

I accept this order, for work to be performed and prices on which payment is to be based.

REQUIRED IN ACCORDANCE WITH INSTRUCTIONS IN CDOT'S CONSTRUCTION MANUAL		REQUIRED FOR ALL CHANGE ORDERS	
Approved by FHWA Operations Engineer:	Date	Authorized by Project Engineer: Christopher Lisberg Digitally signed by Christopher Lisberg DN: cn=CD, o=CDOT, ou=City of Arvada, cn=Christopher Lisberg Reason: I am the author of this document Date: 2020.05.08 07:58:04-0600	Date 5/8/2020
OPTIONAL		Contractor representative: 	Date 5/12/2020
Approved by Region Transportation Director:	Date	Approved by Resident Engineer:	Date
		☐ Participating ☐ Non-participating ☐ Participation as noted	
		Approved funding by Region Program Engineer:	Date



CHANGE ORDER NO. 2

Date: May 7, 2020

Project Number: STU M040-031

Project Code: 21175

Location: Ralston Road Reconstruction – Upham St to Yukon St

To: Gian Garufo
Civil Engineer Project Manager I
CDOT - Region 1 - Local Agency Unit
2829 W Howard Pl., 2nd Fl., Denver, CO 80204

From: Chris Lisberg,
City of Arvada - Transportation Design Manager
8101 Ralston Rd, Arvada, CO 80002
720-898-7645
clisberg@arvada.org

Subject: CMO 002 – Add Inlet, Manhole and Water Meter Pay Items

This change order was written to address missing pay items in the bid plans as identified in “Requests for Information” submitted by the contractor for an inlet, a manhole and unanticipated work on a water meter located in the median.

The inlet was mis-labeled in the plans as a Ty R L5 (10 Ft) inlet and it should have been a Ty R L10 (5 Ft) inlet. This issue was clarified in RFI #1 (attachment #1), but there was no pay item for the item that should be built. This MCR will add a pay item for the Ty R L10 (5 Ft) inlet.

The manhole at Sta. 4+87.32 was incorrectly labeled as a Manhole Slab Base (5 Ft) on sheet 6 of the plans but on sheet 45 it is over 5’ deep. This was clarified in RFI #8 (attachment #2). The manhole should be a Manhole Slab Base (10 Ft) and this MCR will add the missing pay item.

There is a water meter that is in the median and it is the water source for the median irrigation. The median is being removed and paved flush with the travel lanes to allow for the shifting of traffic during construction. After the traffic shifts and relevant construction are completed, the median will be reconstructed. The water meter needs to be removed and the line feeding the water meter will be shut off at the corp stop at the main water line. Then the copper line feeding the water meter needs to be dug out and protected during the construction. After construction, the water meter will be reinstalled when the new medians are constructed to provide irrigation to the plant material in the medians. This item was addressed in RFI #5 (attachment #3).

As part of the water meter work, asphalt sawcut, asphalt removal and structure excavation will be used to expose the meter connection to the water main to shut off the line at the corp stop that feeds the water meter in the median. The backfill (flowfill) and patching will be used after the main is shut off to backfill the excavation. Once the line is shut off, the crew will then dig down and crimp the copper line that fed the meter. The potholing item will be used to complete this work.

The proposed pricing for the added items was compared to the same item in the 2019 CDOT Cost Data Book. See attachment #4 for the applicable pages from the Cost Data Book.

Item 202-05026 – Sawing Asphalt Mat (6 Inch) – The 2019 Cost Data Book was used to compare pricing for this item. Three similar projects with lower project quantities were averaged for the comparison. The average of the average bids of the three projects resulted in \$13.89/LF. The proposed cost is \$13.50/LF, which is below the \$13.89/LF.

Item #206-00000 – Structure Excavation – The 2019 Cost Data Book was used to compare pricing for this item. Three similar projects with lower project quantities were used for the comparison (excluding one outlier of \$485.86/CY). The

average of the average bid of the three projects resulted in \$63.54/CY. The proposed cost is \$71.50/CY. This amount is within the 15% tolerance allowed, per the CDOT Construction Manual.

Item #206-00065 – Structure Backfill (Flow Fill) – The 2019 CDOT Cost Data Book was used to compare pricing for this item. The average bid for the year is \$222.74/CY. The proposed cost is \$193.40/CY, which is below the \$222.74/CY.

Item #604-19205 – Inlet Ty R L 10 (5 Ft) – The 2019 CDOT Cost Data Book was used to compare pricing for this item. The average bid for the year is \$9245.00/EACH. The proposed cost is \$8,605.00/EACH, which is well below the \$9245.00/EACH.

Item #604-30010 – Manhole Slab Base (10 Ft) – is the 2019 CDOT Cost Data Book was used to compare pricing for this item. The average bid for the year is \$6025.70/EACH. The proposed cost is \$6,100.00/EACH and is acceptable because it is within approximately 1% of the average bid price for the year.

Some of the items that will be added will replace existing items. The net difference in cost to the project is shown below and the item amounts will come from FA03 Utility Adjustment (\$5000) and the remainder will come from Minor Contract Revisions or pay items included in the contract so will not have an impact on the financial statement for the project.

The following items are hereby modified as follows:

Add the following Pay Items:

Item No.	Description	Quantity	Unit	Unit Price	Total
202-05026	Sawing Asphalt Mat (6 Inch)	20	LF	\$13.50	\$270.00
206-00000	Structural Excavation	5	CY	\$71.50	\$357.50
206-00065	Structure Backfill (Flow Fill)	5	CY	\$193.40	\$967.00
604-19205	Type R L10 (5 Ft)	1	EACH	\$8,605.00	\$8,605.00
604-30010	Manhole Slab Base (10Ft)	1	EACH	\$6,100.00	\$6,100.00
					Total: +\$16,299.50

Deduct the following Pay Items:

Item No.	Description	Quantity	Unit	Unit Price	Total
604-19110	Inlet Type R L5 (10 Ft)	1	EACH	\$5,400.00	\$5,400.00
604-30005	Manhole Slab Base (5 Ft)	1	EACH	\$4,200.00	\$4,200.00
					Total: -\$9,600.00

Increase the following Pay Items:

Item No.	Description	Quantity	Unit	Unit Price	Total
202-00220	Removal of Asphalt Mat	3	SY	\$10.00	\$30.00
203-01597	Potholing	2	HR	\$222.00	\$444.00
403-00720	Hot Mix Asphalt (Patching) (Asphalt)	1	TN	\$400.00	\$400.00
					Total: +\$874.00

Total for Contract Modification Order 002: \$7,573.50

FA#3 Utility Adjustment	+ \$5,000.00
Total MCR Line Item Amount	\$75,000.00
CMO 001	-\$39,380.84
CMO 002 (Above Amount)	-\$7,573.50
Remaining MCR Amount	\$33,045.66

The work on these items has not yet begun. The added items will not result in change to the contract time.

The items included in this change order were discussed in advance with Gian Garufo, CDOT Local Agency Representative.

Thanks,

A handwritten signature in black ink, reading "Chris Lisberg". The signature is fluid and cursive, with the first name "Chris" and last name "Lisberg" clearly distinguishable.

Chris Lisberg

Project Engineer

Attachments:

Attachment #1 – RFI #1

Attachment #2 – RFI #8

Attachment #3 – RFI #5

Attachment #4 – 2019 Cost Data Book Pricing

REQUEST FOR INFORMATION FORM**CITY OF
ARVADA**

TO:

Chris Lisberg

Project Engineer

RFI #

1

DATE

2/28/2020

DATE NEEDED BY

3/10/2020

PROJECT NAME

Ralston Road Reconstruction

PROJECT #

15-ST-30

RFI Description

On sheet 46 of the plans it shows a Inlet (IN11) Double CDOT Type R Sta=12+31.73 however there is no pay item for a Inlet Type R L 10 (10') please advise how to proceed.

ATTACHMENTS:

SUBMITTED BY: Tom Andreas Project

T&M Construction, LLC

RESPONSE TO RFI

The inlet in question was mislabeled as 604-19110 Inlet Type R L5 (10 foot) on page 6 of the plans. The inlet in question is to be constructed as shown in the drainage plan and profile sheets as item 604-19205 Inlet Type R L10 (5 foot).

RESPONSE BY: Lisberg, Project Engineer

City of Arvada

DATE:

3/9/2020

ATTACHMENTS

REQUEST FOR INFORMATION FORM**CITY OF
ARVADA**

TO:

Chris Lisberg

Project Engineer

RFI #

8

DATE

3/10/2020

DATE NEEDED BY

3/11/2020

PROJECT NAME

Ralston Road Reconstruction

PROJECT #

15-ST-30

RFI Description

On sheet 45 of the plans MH 14 Sta = 4+87.32 is over 5' deep however there is no pay item for a Manhole Slab Base (10 Foot) please advise how to proceed.

ATTACHMENTS:

SUBMITTED BY: Tom Andreas

T&M Construction, LLC

RESPONSE TO RFI

The inlet in question was mislabeled as 604-30005 Manhole Slab Base (5 foot) on page 6 of the plans. The manhole in question is to be constructed as shown in the drainage plan and profile sheets as item 604-30010 Manhole Slab Base (10 foot).

RESPONSE BY: Chris Lisberg, Project

City of Arvada

DATE:

3/11/2020

ATTACHMENTS

REQUEST FOR INFORMATION FORM**CITY OF
ARVADA**

TO:

Chris Lisberg

Project Engineer

RFI #

5

DATE

3/9/2020

DATE NEEDED BY

3/11/2020

PROJECT NAME

Ralston Road Reconstruction

PROJECT #

15-ST-30

RFI Description

On the plans, sheet 15, approx. station 17 + 90, in the center median, it shows rock removal. This is actually a cover for a back flow preventor, and there is also a curb stop, and a water meter in this median, not shown on the plans. Not sure what all the city water dept. will want us to do with these until we put the median back in. It appears the meter is ahead of the curb stop, if that is true, not sure how to shut the water off so we can remove the median.

ATTACHMENTS:

SUBMITTED BY:

Mike Barnett

T&M Construction, LLC

RESPONSE TO RFI

T&M's utility subcontractor will excavate and expose the City's water main near STA 18+10, exposing the corporation stop. They will turn this ball valve off. They will then expose the 1" copper water service under the median planter just outside the existing meter pit and cut the pipe, checking for any water leaking past the corp stop. Once it is verified that the corp stop is tight and there is no leakage past it, the contractor will backfill the street excavation and provide asphalt for a temporary patch. They will then tape over the exposed copper service line under the median area, protecting the pipe from dirt and debris. Appropriate measures shall be taken to be able to easily locate the valve at a later date. Work can then proceed with the demolition of the median and the vegetation. After the new median and its irrigation system is installed, including the installation of a new meter pit, bonnet section, and lid, the contractor will re-excavate the city's water main and corp stop and turn the valve back on, restoring water to the new irrigation system. The contractor will place squee over the water main, flow-fill the street excavation, and patch the asphalt back, matching the existing thickness. Note that our water department will remove and salvage the existing meter. If it is determined that a new yolk assembly is needed, one may be provided to the contractor by the City of Arvada.

RESPONSE BY:

Chris Lisberg, Project

City of Arvada

DATE:

3/11/2020

ATTACHMENTS

COLORADO DEPARTMENT OF TRANSPORTATION
ITEM UNIT COSTS BY PROJECTS -- 2019 COST DATA

14:38 Tuesday, January 28, 2020 67

PROJECT NUMBER	ITEM NUMBER/ PROJECT LOCATION	ITEM DESCRIPTION/ PROJECT LOCATION	DATE LET	UNIT/ QUANTITY	ENGR. EST.	AVERAGE BID	AWARDED BID
===== 202-05010		Sawing Concrete (10 In)		Lin Foot	=====		
NHPP0361-126		US 36 EMERGENCY REPAIR	08/06/19	2,500.00	5.69	5.69	5.69
		WEIGHTED AVERAGE FOR THE THIRD QUARTER		2,500.00	5.69	5.69	5.69
		WEIGHTED AVERAGE FOR THE YEAR		2,633.00	5.91	5.86	5.71
===== 202-05011		Sawing Concrete (10.5 In)		Lin Foot	=====		
NHPP030A-035		US 285/SH30	04/04/19	152.80	15.00	30.00	30.00
		WEIGHTED AVERAGE FOR THE SECOND QUARTER		152.80	15.00	30.00	30.00
		WEIGHTED AVERAGE FOR THE YEAR		152.80	15.00	30.00	30.00
===== 202-05019		Sawing Concrete (Spec)		Lin Foot	=====		
NHPP0361-126		US 36 EMERGENCY REPAIR	08/06/19	200.00	23.00	23.00	23.00
		WEIGHTED AVERAGE FOR THE THIRD QUARTER		200.00	23.00	23.00	23.00
		WEIGHTED AVERAGE FOR THE YEAR		200.00	23.00	23.00	23.00
===== 202-05026		Sawing Asphalt Mat (6 In)		Lin Foot	=====		
NHPP0701-241		I-70 TRUCK PARKING GARFIELD C	01/17/19	1,518.00	4.00	3.77	2.35
STA067A-038		SH 67 SEDALIA RESURFACING	01/31/19	506.00	10.00	24.72	8.00
STA0131-070 HMA ALT		SH 13 CR 5 NORTH AND SOUTH	03/28/19	1,480.00	7.00	5.40	8.55
STA0131-070 PCCP ALT		SH 13 CR 5 NORTH AND SOUTH					
		WEIGHTED AVERAGE FOR THE FIRST QUARTER		3,504.00	6.13	6.65	5.04
STMC430-020		ADA RAMPS DIVIDE ESB	05/23/19	263.00	5.50	8.06	8.06
NHPP0703-442		I-70 SILVERPLUME SOUNDWALL AN	06/13/19	1,668.00	4.00	3.32	5.20
		WEIGHTED AVERAGE FOR THE SECOND QUARTER		1,931.00	4.20	3.41	5.59

Three projects with the lowest quantity were compared. The average bid of the three projects resulted in \$13.89/LF

$(\$24.72 + \$8.06 + \$8.88) / 3 = \$13.89/LF$

COLORADO DEPARTMENT OF TRANSPORTATION
ITEM UNIT COSTS BY PROJECTS -- 2019 COST DATA

14:38 Tuesday, January 28, 2020 68

PROJECT NUMBER	ITEM NUMBER/ PROJECT LOCATION	ITEM DESCRIPTION/ PROJECT LOCATION	DATE LET	UNIT/ QUANTITY	ENGR. EST.	AVERAGE BID	AWARDED BID
===== 202-05026 Sawing Asphalt Mat (6 In) Lin Foot =====							
STMC040-043		FY19 PIKES PEAK AREA SIGNAL R 10/24/19		630.00	9.00	8.88	12.00
STA0504-905		US50C - 23RD LANE DRAINAGE IM 11/14/19		5,958.00	3.00	3.00	1.00
	WEIGHTED AVERAGE FOR THE FOURTH QUARTER			6,588.00	3.57	4.03	2.05
	WEIGHTED AVERAGE FOR THE YEAR			12,023.00	4.42	4.68	3.39
===== 202-05030 Sawing Asphalt Mat (10 In) Lin Foot =====							
SHER100-289		INTERSECTIONS @ SH83 & LONGS 01/03/19		2,676.00	4.00	4.04	4.00
	WEIGHTED AVERAGE FOR THE FIRST QUARTER			2,676.00	4.00	4.04	4.00
NHPP030A-035		US 285/SH30 04/04/19		8,359.20	4.00	5.00	5.00
	WEIGHTED AVERAGE FOR THE SECOND QUARTER			8,359.20	4.00	5.00	5.00
NHPP0252-477		I-25 SOUTH GAP PACKAGE 3 07/02/19		119,538.00	3.15	3.15	3.15
FBR0252-486		I-25 S GAP - BE BRIDGES UPPER					
	WEIGHTED AVERAGE FOR THE THIRD QUARTER			119,538.00	3.15	3.15	3.15
STA050A-029		US 50 FROM MP 352-359 BETWEEN 12/19/19		7,460.00	3.25	5.04	2.01
	WEIGHTED AVERAGE FOR THE FOURTH QUARTER			7,460.00	3.25	5.04	2.01
	WEIGHTED AVERAGE FOR THE YEAR			138,033.20	3.22	3.58	3.22
===== 202-05150 Sandblasting Sq Foot =====							
STAR200-242		R2 NORTH PROGRAM WALL REPAIRS 01/03/19		406,360.00	1.00	1.95	1.10
	WEIGHTED AVERAGE FOR THE FIRST QUARTER			406,360.00	1.00	1.95	1.10
	WEIGHTED AVERAGE FOR THE YEAR			406,360.00	1.00	1.95	1.10

PROJECT NUMBER	ITEM NUMBER/ PROJECT LOCATION	ITEM DESCRIPTION/ PROJECT LOCATION	DATE LET	UNIT/ QUANTITY	ENGR. EST.	AVERAGE BID	AWARDED BID
=====	206-00000	Str Excav		Cubic Yard	=====		
STA119A-069		SH 119: NEDERLAND - EAST					
FBR0341-087		US 34 OVER NORTH FORK CO RIVE	01/10/19	1,053.00	20.00	18.12	16.29
STR0241-062		US 24 143.4 - 148	01/24/19	75.00	40.00	58.33	65.00
ER072A-040		PR SH72A FLOOD PERMANENT REPA	01/31/19	5,566.00	17.00	30.95	15.00
NHPP072A-041		PR SH72A FLOOD PERMANENT REPA					
STAM086-075		SH96A ABRIENDO - ORMAN SAFETY	01/31/19	215.00	32.00	129.83	94.50
NHPP0821-107		SH 82 GLENWOOD SPRINGS TO CA	02/07/19	300.00	29.00	122.50	190.00
NHPP145A-065		SH 145 PASSING LANES AT DEEP	02/14/19	1,517.00	35.00	32.24	18.00
NHPP070A-028		FALL RIVER ROAD BRIDGE	02/21/19	589.00	34.00	25.37	14.00
NHPP1601-073		US 160 PASSING LANE NORTH OF	03/07/19	1,012.00	27.00	23.50	23.00
FBR0253-247		I25 AT VINE DRIVE BRIDGE REPL	03/07/19	4,390.00	20.00	11.66	8.00
NHPP006A-058		US 6 LOVELAND PASS - I-70 (FY	03/07/19	106.00	35.00	48.32	46.64
NHPP0503-087		US 50 PASSING LANES EAST OF S	03/21/19	323.00	30.00	45.00	40.00
STM0242-077		US24 - 8TH ST TO WEST OF MANI	03/28/19	410.00	40.00	43.67	55.00
WEIGHTED AVERAGE FOR THE FIRST QUARTER				19,090.00	24.30	27.62	22.25
BR071A-020		REPLACEMENT OF STRUCTURE L-22	04/18/19	407.00	30.00	26.00	29.00
NHPP0703-445		I-70 WESTBOUND PEAK PERIOD SH	04/25/19	37,161.00	17.00	24.92	23.00
FBR0063-057		US-6 F-09-K BRIDGE OVER CASTL	05/30/19	5,856.00	20.00	35.44	13.50
ER145A-081		SH 145 MP 21 EMERGENCY ROCKFA	06/07/19	1,005.00	40.00	37.47	33.00
NHPP0703-442		I-70 SILVERPLUME SOUNDWALL AN	06/13/19	844.00	20.00	29.86	33.00
NHPP160A-030		US160 MM 43.2, 150.4, 156.3,	06/20/19	101.00	22.00	49.88	31.00
WEIGHTED AVERAGE FOR THE SECOND QUARTER				45,374.00	18.08	26.33	22.25
NHPP0252-477		I-25 SOUTH GAP PACKAGE 3	07/02/19	94,051.00	20.00	20.00	20.00
FBR0252-486		I-25 S GAP - BE BRIDGES UPPER					
NHPP0253-273		I-25 EXPRESS LANES SEGMENT 5	08/05/19	725.00	47.40	47.40	47.40
NHPP0361-126		US 36 EMERGENCY REPAIR	08/06/19	32,233.00	14.59	14.59	14.59
NHPP0361-127		US 36 EMERGENCY REPAIR - PACK	08/27/19	2,364.00	7.19	7.19	7.19
WEIGHTED AVERAGE FOR THE THIRD QUARTER				129,373.00	18.57	18.57	18.57
STA0711-018		SH 71 SOUTH OF LIMON	10/03/19	697.00	25.00	46.86	26.00
FSA0243-090		US 24 near Peyton from MP 326	10/31/19	15.00	30.00	63.97	25.00
ER0361-118		US 36 MP 7.2 - 8.5	11/21/19	2,667.00	50.00	41.43	40.00
BRR100-268		SH 119 WALL REPAIR @ MP 6.8	11/21/19	50.00	25.00	485.86	450.00
STR330A-002		SH 330 COLLERAN	12/05/19	296.00	38.00	36.75	58.50

Three projects with the lowest quantity were compared (excluding one outlier of \$485.86). The average bid of the three projects resulted in \$63.54/CY

$(\$58.33 + \$63.97 + \$68.33) / 3 = \$63.54/CY$

Outlier

COLORADO DEPARTMENT OF TRANSPORTATION
ITEM UNIT COSTS BY PROJECTS -- 2019 COST DATA

14:38 Tuesday, January 28, 2020 92

PROJECT NUMBER	ITEM NUMBER/ PROJECT LOCATION	ITEM DESCRIPTION/ PROJECT LOCATION	DATE LET	UNIT/ QUANTITY	ENGR. EST.	AVERAGE BID	AWARDED BID
=====	206-00000	Str Excav		Cubic Yard	=====		
SHE0881-031		FEDERAL BLVD. SH088A MP 1.98	12/05/19	180.00	18.00	61.80	30.00
SHE094A-035		HWY 94 & PEYTON HWY	12/05/19	54.00	35.00	68.33	35.00
C145A-077		SH 145 MP 24.5 & 49.3 & US 55	12/19/19	1,091.00	50.00	83.76	50.00
		WEIGHTED AVERAGE FOR THE FOURTH QUARTER		5,050.00	44.24	59.87	44.92
		WEIGHTED AVERAGE FOR THE YEAR		198,887.00	19.66	25.91	20.43
=====	206-00010	Str Excav (Spec)		Cubic Yard	=====		
C145A-077		SH 145 MP 24.5 & 49.3 & US 55	12/19/19	397.00	75.00	156.30	58.00
		WEIGHTED AVERAGE FOR THE FOURTH QUARTER		397.00	75.00	156.30	58.00
		WEIGHTED AVERAGE FOR THE YEAR		397.00	75.00	156.30	58.00
=====	206-00050	Str Bkfl (Spec)		Cubic Yard	=====		
NHPP145A-065		SH 145 PASSING LANES AT DEEP	02/14/19	320.00	130.00	73.19	60.00
		WEIGHTED AVERAGE FOR THE FIRST QUARTER		320.00	130.00	73.19	60.00
NHPP0703-445		I-70 WESTBOUND PEAK PERIOD SH	04/25/19	29,581.00	26.00	73.04	72.00
		WEIGHTED AVERAGE FOR THE SECOND QUARTER		29,581.00	26.00	73.04	72.00
NHPP0252-477		I-25 SOUTH GAP PACKAGE 3	07/02/19	704.00	85.49	85.49	85.49
FBR0252-486		I-25 S GAP - BE BRIDGES UPPER					
NHPP0361-127		US 36 EMERGENCY REPAIR - PACK	08/27/19	150.00	205.38	205.38	205.38
		WEIGHTED AVERAGE FOR THE THIRD QUARTER		854.00	106.55	106.55	106.55
C145A-077		SH 145 MP 24.5 & 49.3 & US 55	12/19/19	323.00	80.00	160.01	75.00
		WEIGHTED AVERAGE FOR THE FOURTH QUARTER		323.00	80.00	160.01	75.00
		WEIGHTED AVERAGE FOR THE YEAR		31,078.00	29.85	74.86	72.86

COLORADO DEPARTMENT OF TRANSPORTATION
ITEM UNIT COSTS BY PROJECTS -- 2019 COST DATA

14:38 Tuesday, January 28, 2020 93

PROJECT NUMBER	ITEM NUMBER/ PROJECT LOCATION	ITEM DESCRIPTION/ PROJECT LOCATION	DATE LET	UNIT/ QUANTITY	ENGR. EST.	AVERAGE BID	AWARDED BID
===== 206-00060 Str Bkfl (Spec) (Flow-Fill) Cubic Yard =====							
NHPP0252-477		I-25 SOUTH GAP PACKAGE 3	07/02/19	68.00	175.13	175.13	175.13
FBR0252-486		I-25 S GAP - BE BRIDGES UPPER					
	WEIGHTED AVERAGE FOR THE THIRD	QUARTER		68.00	175.13	175.13	175.13
	WEIGHTED AVERAGE FOR THE YEAR			68.00	175.13	175.13	175.13
===== 206-00065 Str Bkfl (Flow-Fill) Cubic Yard =====							
IM0251-351		I-25 South of Pueblo MP 79.6	01/03/19	5.00	275.00	947.23	991.15
ER119A-065		PR SH 119A BOULDER CANYON	01/03/19	965.00	300.00	188.18	170.00
STA119A-069		SH 119: NEDERLAND - EAST					
STR0132-021		SH 13-MOFFAT COUNTY-CR 3 SOUT	01/10/19	50.20	300.00	300.40	268.00
STR0241-062		US 24 143.4 - 148	01/24/19	569.00	190.00	317.00	400.00
NHPP0741-022		SH 74: I-70 TO CR 65 RESURFAC	02/14/19	0.50	400.00	5042.16	4350.00
SHE 0252-481		I-25 RAMP METER INSTALLATION	03/21/19	6.00	400.00	258.33	190.00
STM0242-077		US24 - 8TH ST TO WEST OF MANI	03/28/19	14.00	200.00	890.00	1750.00
	WEIGHTED AVERAGE FOR THE FIRST	QUARTER		1,609.70	260.57	219.30	272.02
NHPP0703-445		I-70 WESTBOUND PEAK PERIOD SH	04/25/19	100.00	200.00	274.14	279.00
STR 141A-040		R5 YEAR 4 BRDG PREV MAINT RAM	06/20/19	64.00	250.00	580.00	600.00
	WEIGHTED AVERAGE FOR THE SECOND	QUARTER		164.00	219.51	365.61	404.27
NHPP0252-477		I-25 SOUTH GAP PACKAGE 3	07/02/19	159.00	290.85	290.85	290.85
FBR0252-486		I-25 S GAP - BE BRIDGES UPPER					
NHPP0253-273		I-25 EXPRESS LANES SEGMENT 5	08/05/19	1,085.00	212.85	212.85	212.85
NHPP0361-127		US 36 EMERGENCY REPAIR - PACK	08/27/19	99.00	280.35	280.35	280.35
	WEIGHTED AVERAGE FOR THE THIRD	QUARTER		1,343.00	227.06	227.06	227.06
SHE0881-031		FEDERAL BLVD. SH088A MP 1.98	12/05/19	243.00	300.00	180.20	130.00
C145A-077		SH 145 MP 24.5 & 49.3 & US 55	12/19/19	20.00	600.00	405.60	180.00
	WEIGHTED AVERAGE FOR THE FOURTH	QUARTER		263.00	322.81	197.34	133.80
	WEIGHTED AVERAGE FOR THE YEAR			3,379.70	250.11	222.74	249.82

COLORADO DEPARTMENT OF TRANSPORTATION
ITEM UNIT COSTS BY PROJECTS -- 2019 COST DATA

14:38 Tuesday, January 28, 2020 321

PROJECT NUMBER	ITEM NUMBER/ PROJECT LOCATION	ITEM DESCRIPTION/ PROJECT LOCATION	DATE LET	UNIT/ QUANTITY	ENGR. EST.	AVERAGE BID	AWARDED BID
===== 604-19205		Inlet Ty R L10 (5 Ft)		Each	=====		
STA086A-056		SH86 WEST SIDE OF ELIZABETH I	10/24/19	1.00	8500.00	9245.00	8950.00
	WEIGHTED AVERAGE FOR THE FOURTH QUARTER			1.00	8500.00	9245.00	8950.00
	WEIGHTED AVERAGE FOR THE YEAR			1.00	8500.00	9245.00	8950.00
===== 604-19210		Inlet Ty R L10 (10 Ft)		Each	=====		
SHE2254-090		Colfax & I-225, Colfax & Cham	03/07/19	1.00	7500.00	10500.00	8000.00
	WEIGHTED AVERAGE FOR THE FIRST QUARTER			1.00	7500.00	10500.00	8000.00
MTCE0641-103		MTCE R3 FY20 SH 64 RANGELY PE	05/02/19	1.00	6500.00	10392.50	11000.00
	WEIGHTED AVERAGE FOR THE SECOND QUARTER			1.00	6500.00	10392.50	11000.00
	WEIGHTED AVERAGE FOR THE YEAR			2.00	7000.00	10446.25	9500.00
===== 604-19215		Inlet Ty R L10 (15 Ft)		Each	=====		
STA086A-056		SH86 WEST SIDE OF ELIZABETH I	10/24/19	1.00	9000.00	11596.20	13150.00
	WEIGHTED AVERAGE FOR THE FOURTH QUARTER			1.00	9000.00	11596.20	13150.00
	WEIGHTED AVERAGE FOR THE YEAR			1.00	9000.00	11596.20	13150.00
===== 604-19405		Inlet Ty R Spec (5 Ft)		Each	=====		
STR0241-062		US 24 143.4 - 148	01/24/19	1.00	7500.00	6473.33	6000.00
	WEIGHTED AVERAGE FOR THE FIRST QUARTER			1.00	7500.00	6473.33	6000.00
	WEIGHTED AVERAGE FOR THE YEAR			1.00	7500.00	6473.33	6000.00
===== 604-20000		Outlet Structure		Each	=====		
NHPP0703-445		I-70 WESTBOUND PEAK PERIOD SH	04/25/19	1.00	12000.00	11783.33	11350.00
	WEIGHTED AVERAGE FOR THE SECOND QUARTER			1.00	12000.00	11783.33	11350.00

PROJECT NUMBER	ITEM NUMBER/ PROJECT LOCATION	ITEM DESCRIPTION/ PROJECT LOCATION	DATE LET	UNIT/ QUANTITY	ENGR. EST.	AVERAGE BID	AWARDED BID
===== 604-30005		MH Slab Base (5 Ft)		Each =====			
SHER100-289		INTERSECTIONS @ SH83 & LONGS	01/03/19	6.00	3200.00	4144.80	3500.00
STR0241-062		US 24 143.4 - 148	01/24/19	3.00	7500.00	4956.67	4100.00
ER072A-040		PR SH72A FLOOD PERMANENT REPA	01/31/19	2.00	4000.00	5777.36	9800.00
NHPP072A-041		PR SH72A FLOOD PERMANENT REPA					
		WEIGHTED AVERAGE FOR THE FIRST QUARTER		11.00	4518.18	4882.71	4809.09
NHPP0703-445		I-70 WESTBOUND PEAK PERIOD SH	04/25/19	2.00	3500.00	4015.00	2645.00
NHPP0703-442		I-70 SILVERPLUME SOUNDWALL AN	06/13/19	1.00	4000.00	5880.09	4650.00
		WEIGHTED AVERAGE FOR THE SECOND QUARTER		3.00	3666.67	5080.76	3313.33
		WEIGHTED AVERAGE FOR THE YEAR		14.00	4335.71	4918.72	4488.57
===== 604-30010		MH Slab Base (10 Ft)		Each =====			
ER119A-065		PR SH 119A BOULDER CANYON	01/03/19	2.00	5000.00	7506.96	6000.00
STA119A-069		SH 119: NEDERLAND - EAST					
SHER100-308		MIDPOINT - SIGNAL CONST PACKA	03/21/19	1.00	5000.00	10375.00	12850.00
		WEIGHTED AVERAGE FOR THE FIRST QUARTER		3.00	5000.00	7825.63	8283.33
NHPP0703-445		I-70 WESTBOUND PEAK PERIOD SH	04/25/19	18.00	3500.00	5442.00	3626.00
		WEIGHTED AVERAGE FOR THE SECOND QUARTER		18.00	3500.00	5442.00	3626.00
NHPP0252-477		I-25 SOUTH GAP PACKAGE 3	07/02/19	2.00	5145.00	5145.00	5145.00
FBR0252-486		I-25 S GAP - BE BRIDGES UPPER					
		WEIGHTED AVERAGE FOR THE THIRD QUARTER		2.00	5145.00	5145.00	5145.00
STA0504-905		US50C - 23RD LANE DRAINAGE IM	11/14/19	1.00	5500.00	6467.02	6500.00
		WEIGHTED AVERAGE FOR THE FOURTH QUARTER		1.00	5500.00	6467.02	6500.00
		WEIGHTED AVERAGE FOR THE YEAR		24.00	3907.92	6025.70	4454.50

COLORADO DEPARTMENT OF TRANSPORTATION CONTRACT MODIFICATION ORDER		Project No. STU M040-031	Project code 21175
		Location Ralston Road Reconstruction - Upham St to Yukon St	
Contractor T&M Construction		Date 6/9/20	Project order No. 003
Complete address 5605 N. Peterson Rd. Sedalia, CO 80135		Estimated cost to project ☒ Increase ☐ Decrease \$ 1,575.50	FHWA PoDI ☐ yes ☒ no
Modification title CMO 003 – Ralston East End Design Revision		Total additional days allowed to complete work 0	

Your Contract is hereby modified to replace plan sheets in the bid plans to accommodate design revisions on the north side of Ralston east of Old Wadsworth. The revisions will be between STA 18+50 to STA 22+75. This revision is reflected in plan sheets #10, 22, 23, 27, 28, 31, 32, 33, 37, 38, 131, 132 and 133 that will be replaced with the respective revised plan sheets #10X, 22X, 23X, 27X, 28X, 31X, 32X, 33X, 37X, 38X, 131X, 132X and 133X.

All work shall be done in accordance with the 2017 Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, the project plans, project specifications and as directed by the Engineer.

The following pay item will be added:

Item #900-00014 - "Additional Construction Surveying for CMO #03" - 1 LS - \$1,575.50

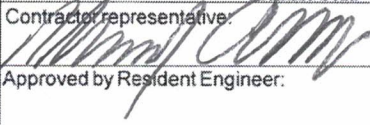
Any other minor quantity revisions will be paid per contract bid items at contract bid prices. The change in quantities and overall contract price is anticipated to be minor.

This change does not affect the critical path, therefore, this CMO does not impact the contract time.

Should Federal funds not be available to cover these additional costs, or the FHWA decides not to participate in these costs, the Local Agency agrees to provide the required funds.

The City of Arvada approves this Change Order by signing below.

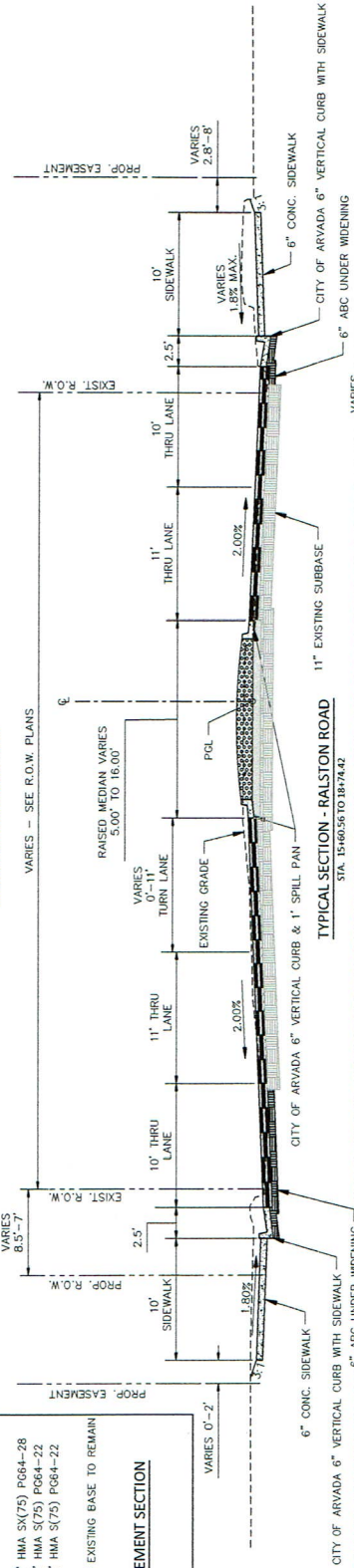
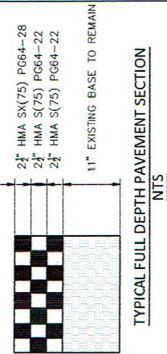
I accept this order, for work to be performed and prices on which payment is to be based.

REQUIRED IN ACCORDANCE WITH INSTRUCTIONS IN CDOT'S CONSTRUCTION MANUAL		REQUIRED FOR ALL CHANGE ORDERS	
Approved by FHWA Operations Engineer:	Date	Authorized by Project Engineer: Christopher Lisberg Digitally signed by Christopher Lisberg DN: cn=Chris Lisberg@arvada.org, o=Public Works, ou=City of Arvada, cn=Christopher Lisberg Reason: I am the author of this document Date: 2020.06.09 07:43:18 -0600	Date
OPTIONAL		Contractor representative: 	Date 6/10/20
Approved by Region Transportation Director:	Date	Approved by Resident Engineer:	Date
		☐ Participating ☐ Non-participating ☐ Participation as noted	
		Approved funding by Region Program Engineer:	Date

NOTE

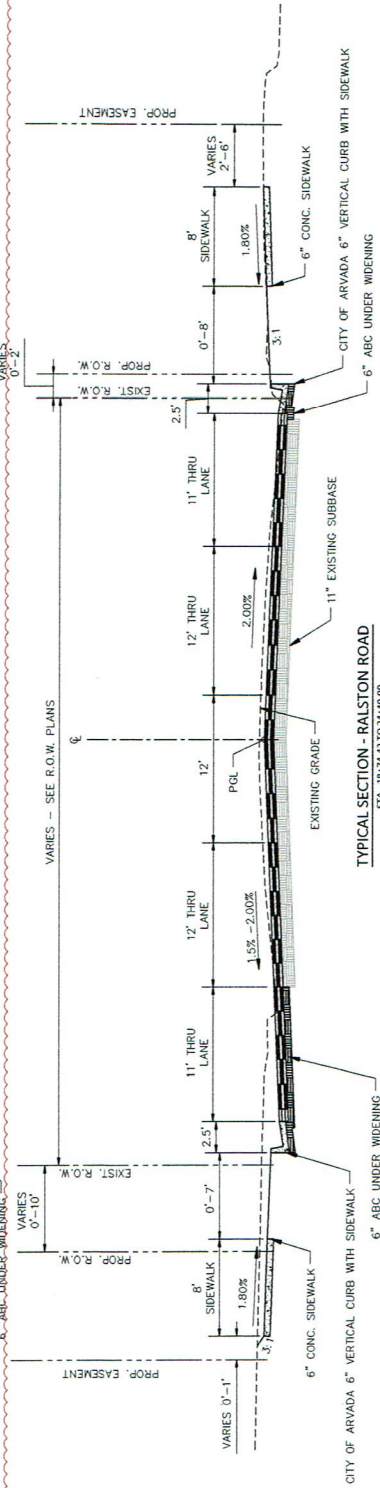
SEE CROSS SECTION 15+00 AND 15+50 FOR SECTION THROUGH CULVERT WADSWORTH

VARIES - SEE R.O.W. PLANS



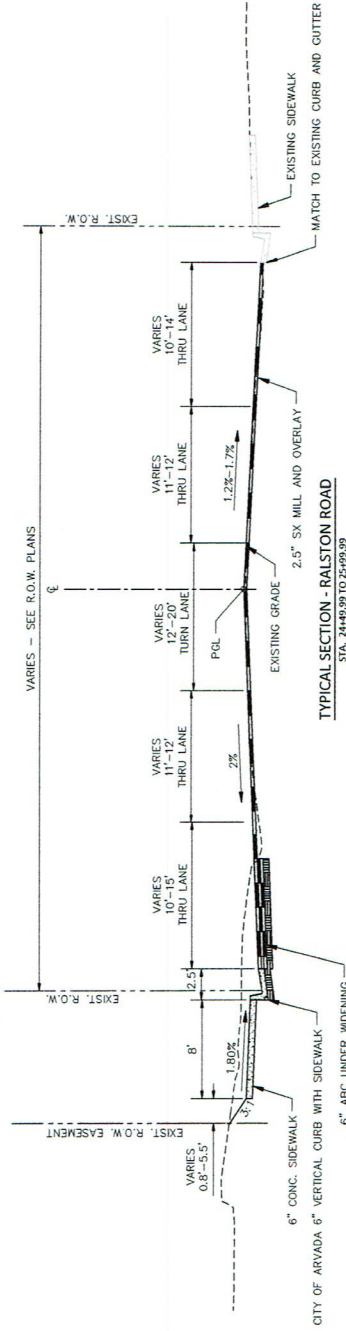
TYPICAL SECTION - RALSTON ROAD

STA. 15+60.56 TO 18+74.42



TYPICAL SECTION - RALSTON ROAD

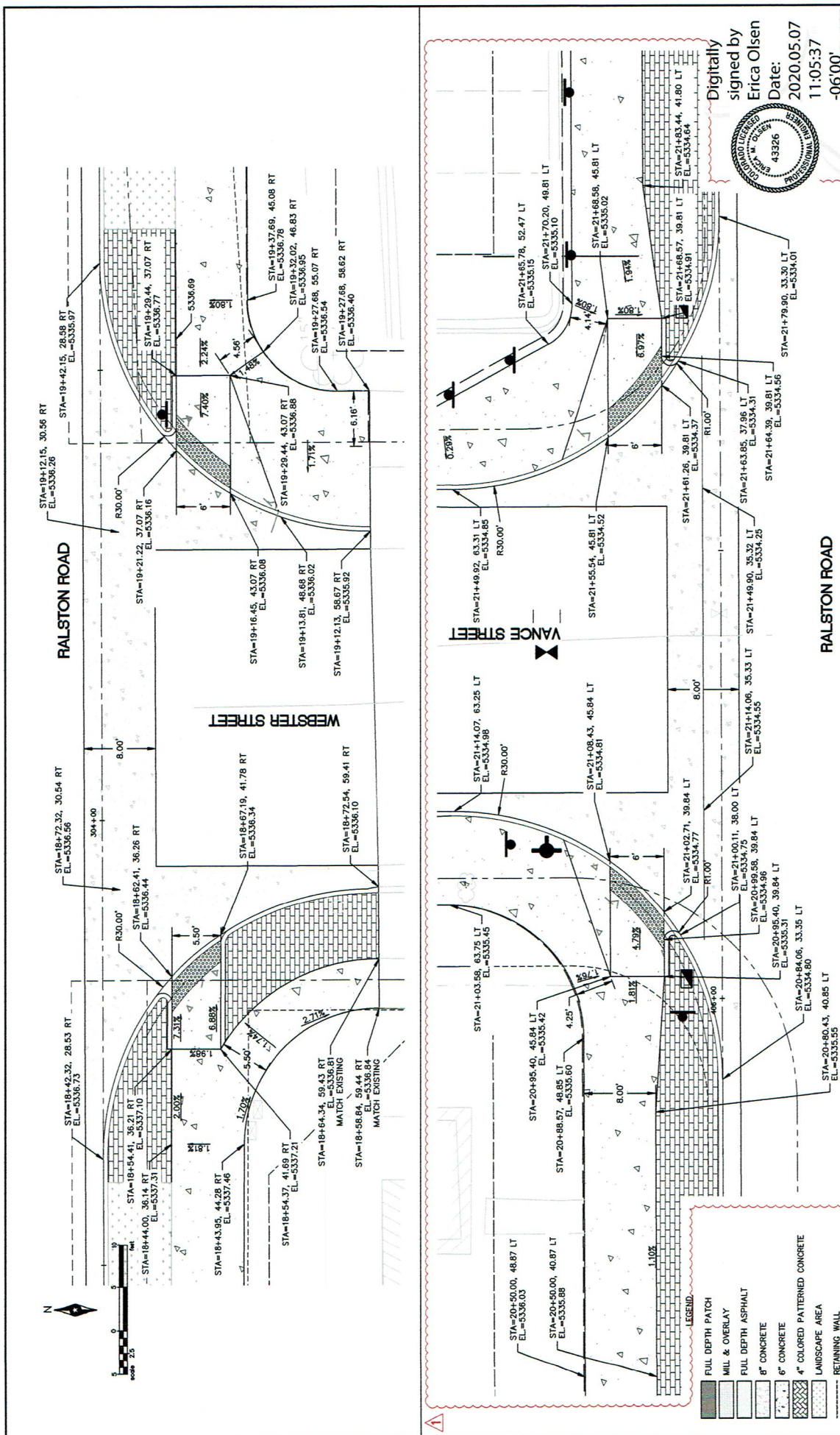
STA. 24+93.39 TO 25+99.39



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6" ABC UNDER WIDENING — STA. 24+40.99 TO 24+99.99										AWARD SET									
Print Date: 5/4/20										Project No./Code									
File Name: TYP SECTIONS.DWG										RALSTON ROAD RECONSTRUCTION									
Horiz. Scale: As Noted										UPHAM STREET TO YUKON STREET									
Vert. Scale: As Noted										TYPICAL SECTIONS									
Unit Leader Initials										STU M040-031									
Sheet Title: Main Title										21175									
Scale: 1"=40'-0"										Structure Numbers									
Date: 5/1/2020										Designer: EO									
Drawn: 5/1/2020										Detailer: EE WB									
Checked: 5/1/2020										Sheet Subsets:									
Sheet Number										Sheet Subsets: of									
10X										10X									





Print Date: 5/4/20

File Name: INTERSECTION DETAIL SHEETS.DWG

Unit Information: Unit leader initials

Scale: As Noted

Horizontal Scale: As Noted

Vertical Scale: As Noted

Sheet: 27 of 27

Project: 2020.05.07

Design: 2020.05.07

Drawn: 11:05:37

Checked: -06'00"

AWARD SET

As Constructed

No Revisions:

Revised:

Void:

Sheet Revisions

Date:	Comments	Init.
5/1/2020	PROFILE/GRADING/CROSS SECTIONS	EO

Colorado Department of Transportation

2000 S Holly St
Denver, CO 80222

Region 1

RALSTON ROAD RECONSTRUCTION

UPHAM STREET TO YUKON STREET

INTERSECTION DETAILS

Project No./Code

STU MO40-031

21175

Structure

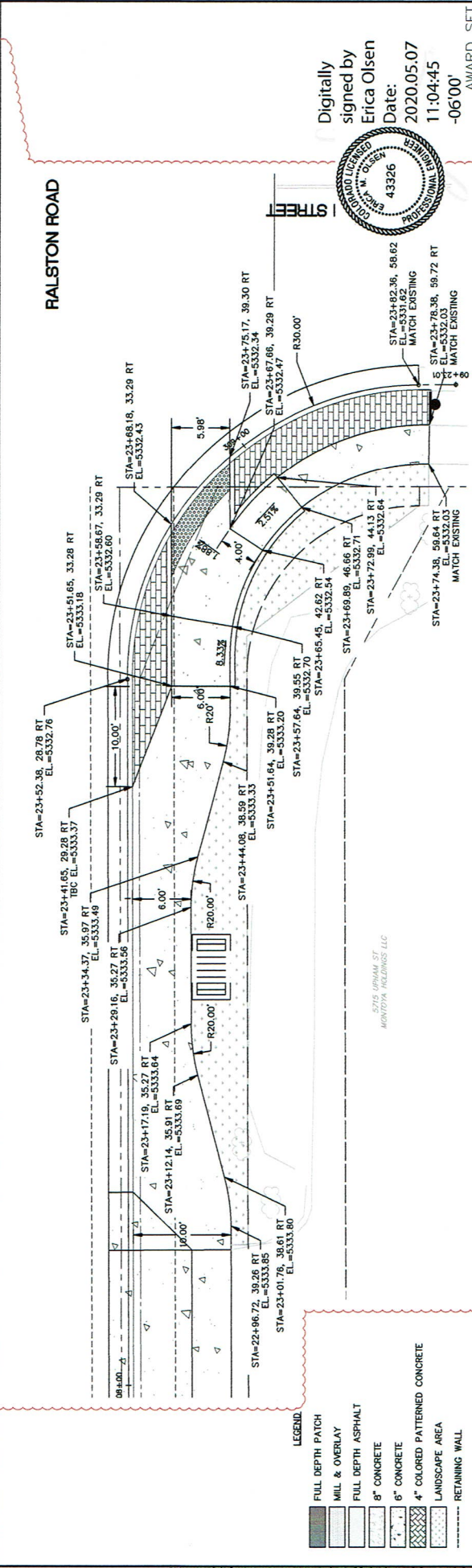
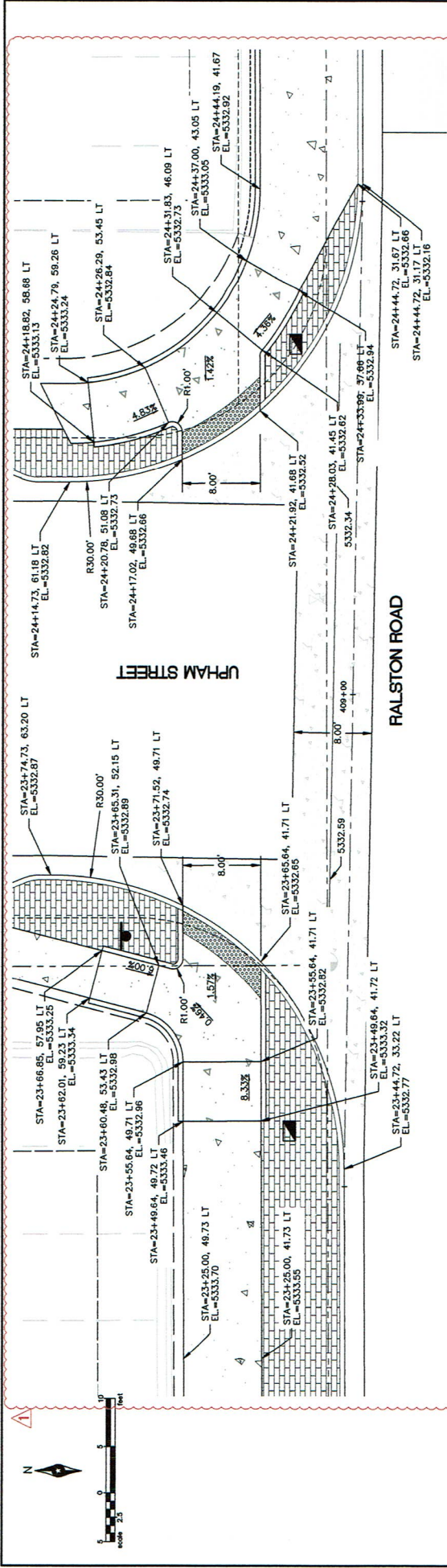
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Detailer: Numbers

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Sheet Number

27 X



LEGEND

- FULL DEPTH PATCH
- MILL & OVERLAY
- FULL DEPTH ASPHALT
- 8" CONCRETE
- 6" CONCRETE
- 4" COLORED PATTERNED CONCRETE
- LANDSCAPE AREA
- RETAINING WALL

Project No. / Code
STU M040-031

Project Name
RALSTON ROAD RECONSTRUCTION
UPHAM STREET TO YUKON STREET
INTERSECTION DETAILS

Design: E0 Structure
Detail: EE WB Numbers

Sheet Subsets: of

Sheet Number 28 X

Print Date: 5/4/20

File Name: INTERSECTION DETAIL SHEETS.DWG

Unit Information: Unit Leader Initials

Scale: As Noted

Vertical Scale: As Noted

Horizontal Scale: As Noted

Colorado State Engineer: Erica Olsen
2000 South Colorado Boulevard
Denver, CO 80222

Sheet Revisions

Date	Comments	Init.
5/1/2020	PROFILE / GRADING / CROSS SECTIONS	EO

As Constructed

No Revisions:

Revised:

Void:

Colorado Department of Transportation

ARVADA

2000 S Holly St.
Denver, CO 80222

Region 1

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AWARD SET

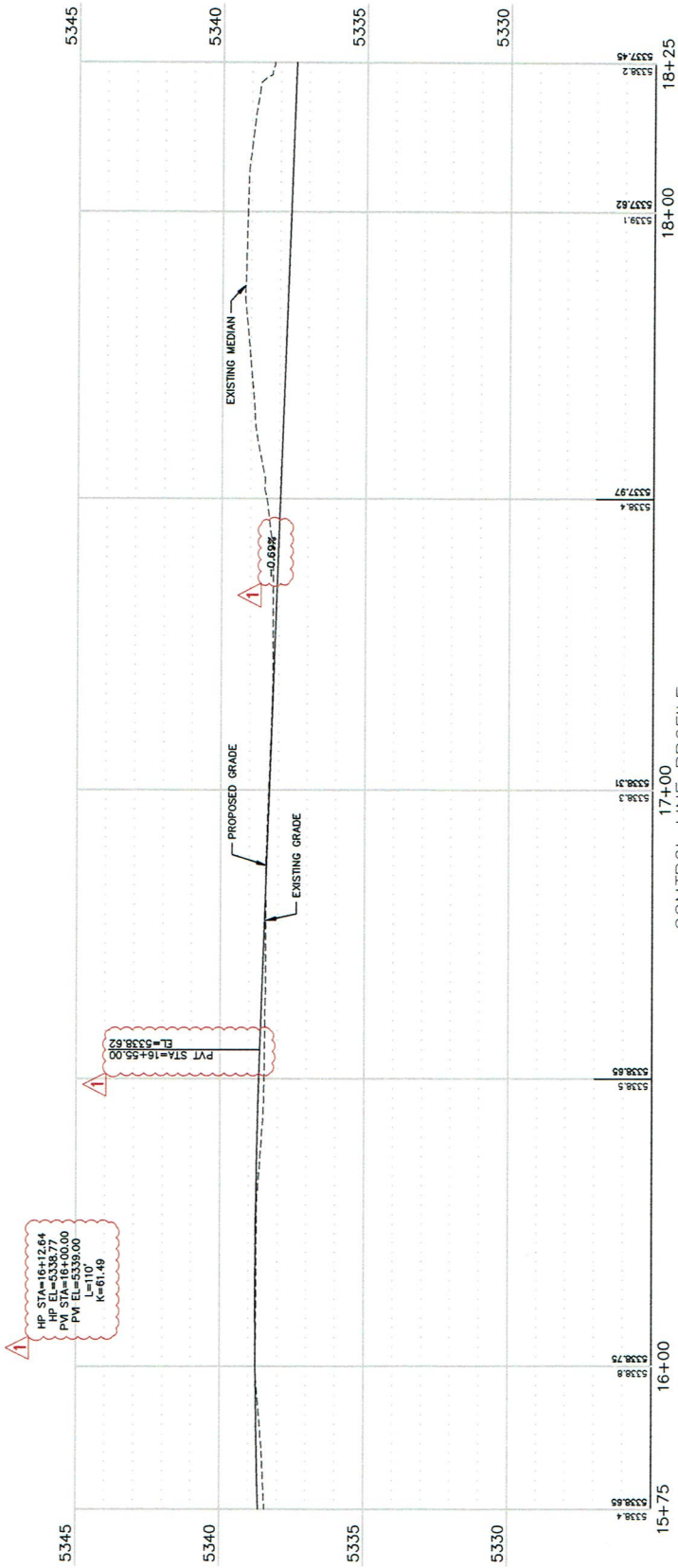
Project No. / Code
STU M040-031

Project Name
RALSTON ROAD RECONSTRUCTION
UPHAM STREET TO YUKON STREET
INTERSECTION DETAILS

Design: E0 Structure
Detail: EE WB Numbers

Sheet Subsets: of

Sheet Number 28 X

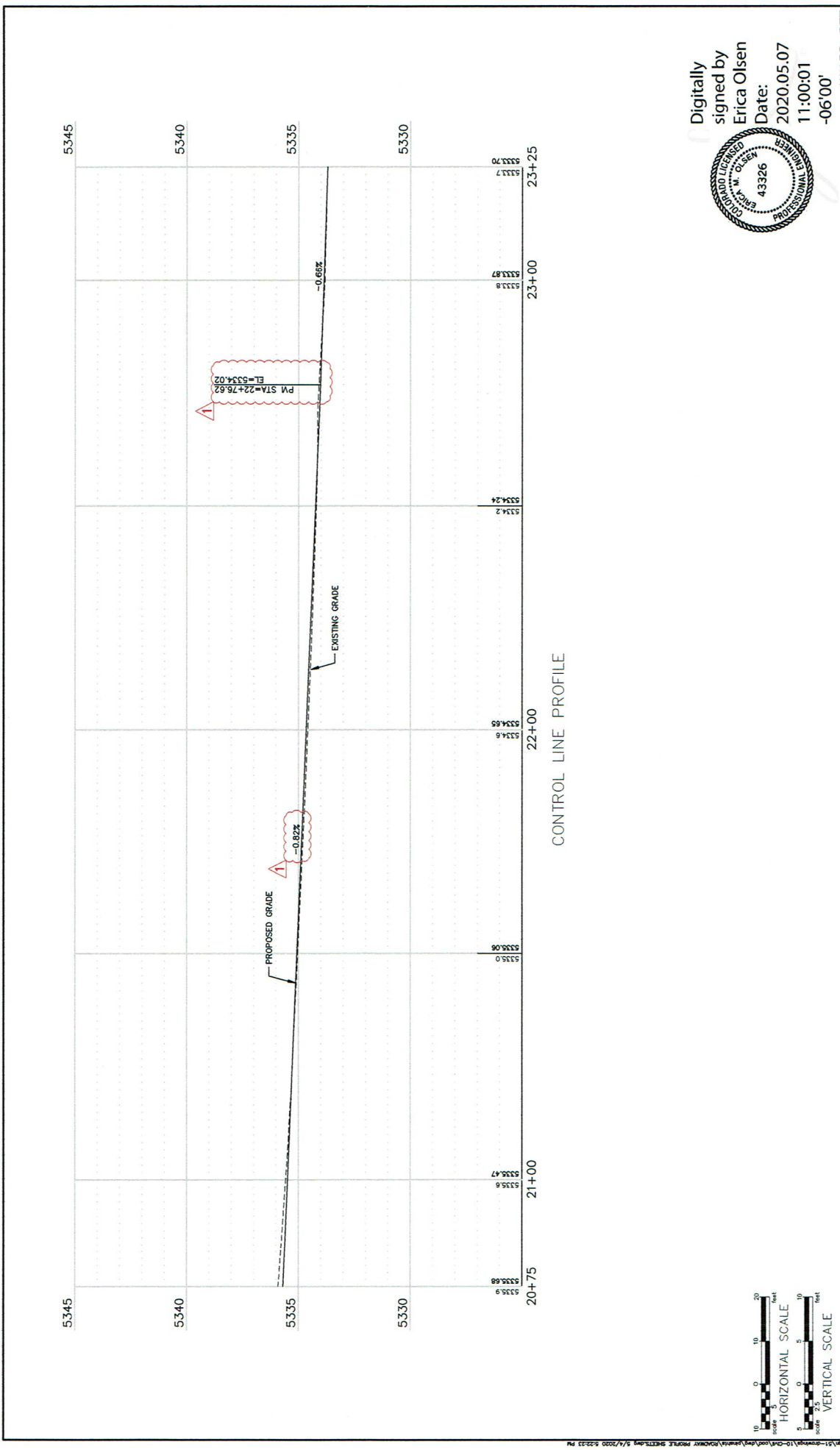


CONTROL LINE PROFILE

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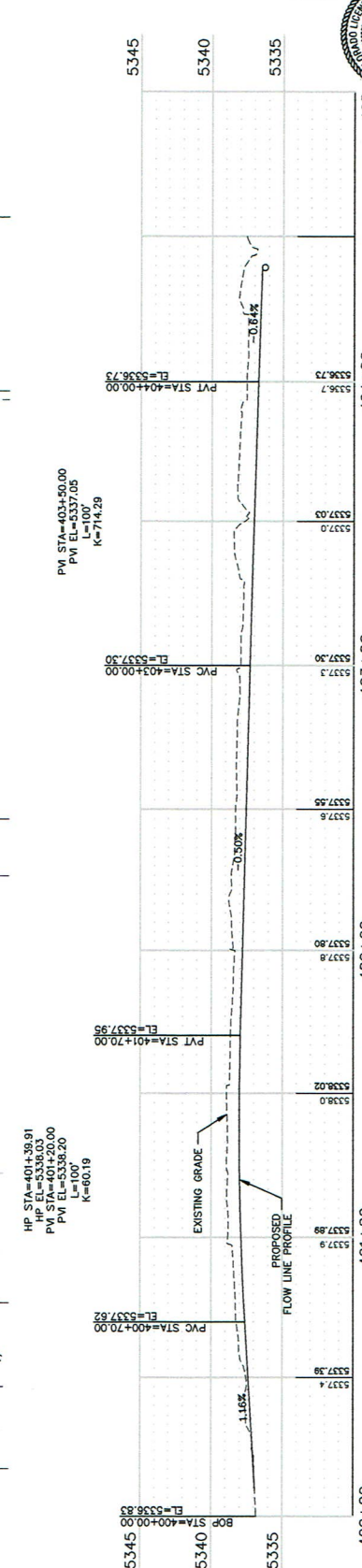
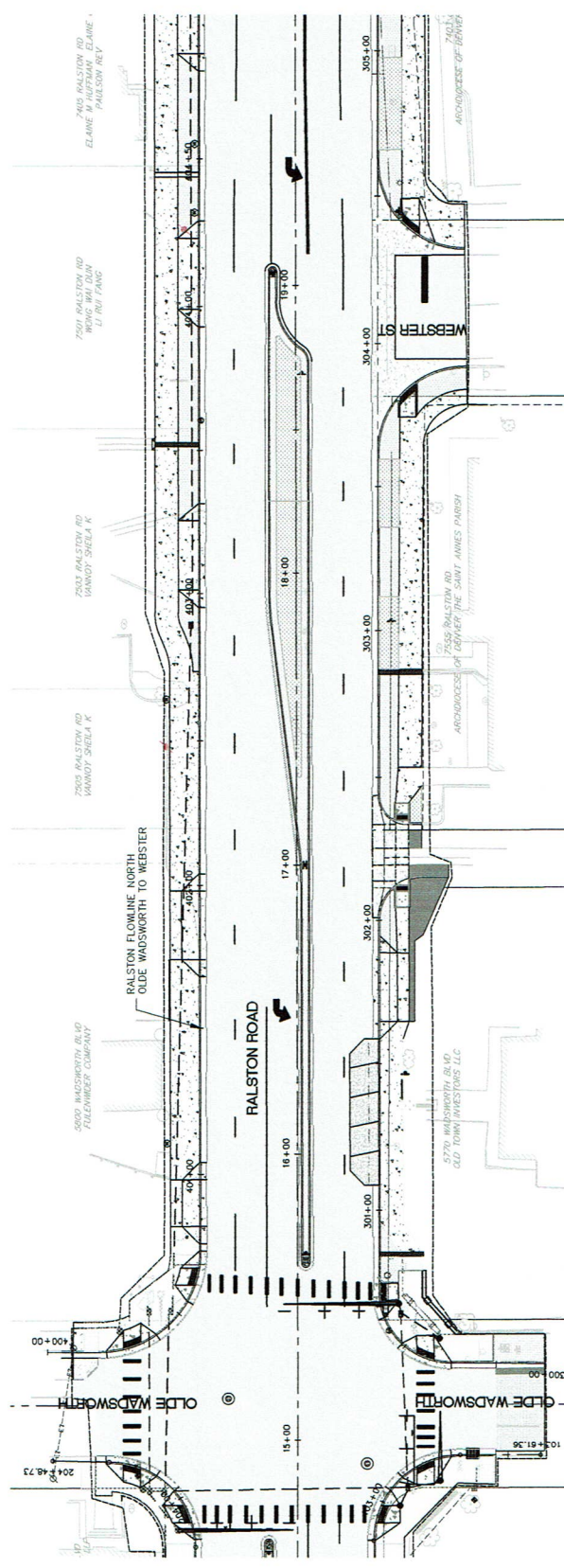


Print Date: 5/4/20 File Name: ROADWAY PROFILE SHEETS.DWG Unit Information: As Noted Unit Leader Initials: [Blank] Scale: As Noted Vertical Scale: As Noted		Sheet Revisions <table border="1"> <thead> <tr> <th>Date</th> <th>Comments</th> <th>Init.</th> </tr> </thead> <tbody> <tr> <td>5/1/2020</td> <td>PROFILE/GRADING/GROSS SECTIONS</td> <td>EO</td> </tr> </tbody> </table>		Date	Comments	Init.	5/1/2020	PROFILE/GRADING/GROSS SECTIONS	EO	Colorado Department of Transportation 2000 S Holly St. Denver, CO 80222 Region 1		As Constructed No Revisions: Revised: Void:		Project No./Code RALSTON ROAD RECONSTRUCTION UPHAM STREET TO YUKON STREET ROADWAY PROFILES Designer: [Blank] Detailer: [Blank] Sheet Subsets: [Blank] of [Blank]		Award Set Project No./Code: STU M040-031 21175 Sheet Number: 31 X	
Date	Comments	Init.															
5/1/2020	PROFILE/GRADING/GROSS SECTIONS	EO															



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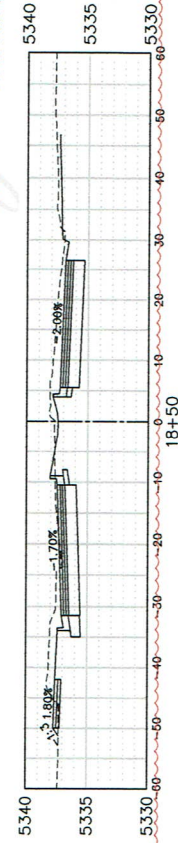
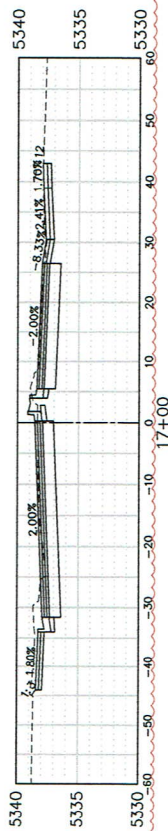
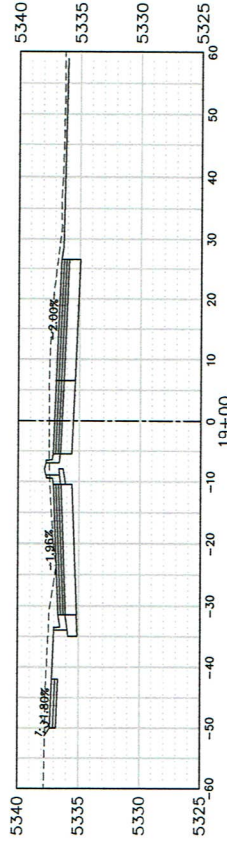
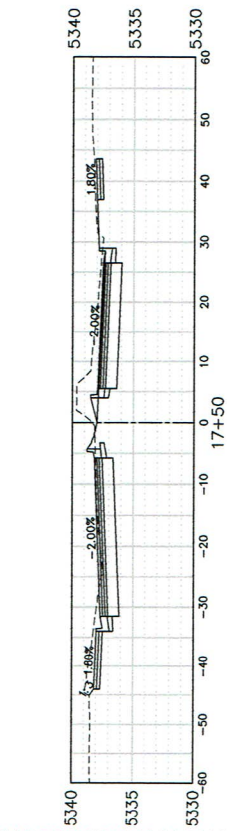
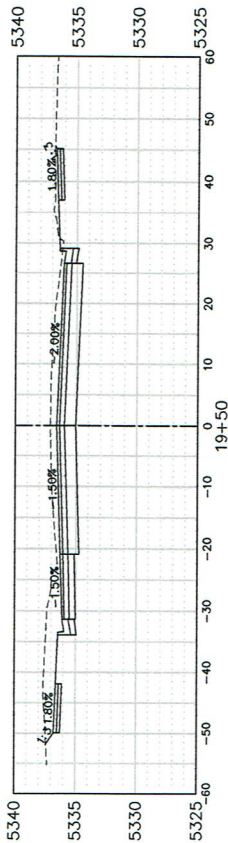
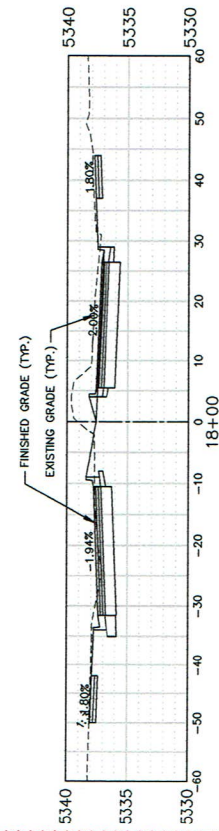

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Print Date: 5/5/20		File Name: FLOWLINE PROFILE SHEETS.DWG		Project No./Code	
Horiz. Scale: As Noted		Vert. Scale: As Noted		STU M040-031	
Unit Information		Unit Leader Initials		21175	
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2000 South Colorado Boulevard		2000 South Colorado Boulevard		of	
Denver, CO 80202		Denver, CO 80202		37 X	
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Date: 5/17/2020		Comments		No Revisions:	
5/17/2020		PROFILE/GRADING/CROSS SECTIONS		Revised:	
Init.		EO		Void:	
Sheet Revisions		As Constructed		RALSSTON ROAD RECONSTRUCTION	
Colorado Department of Transportation		Colorado Department of Transportation		UPHAM STREET TO YUKON STREET	
ARVADA		ARVADA		FLOWLINE PROFILES	
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Region 1		Region 1		Structure Numbers	

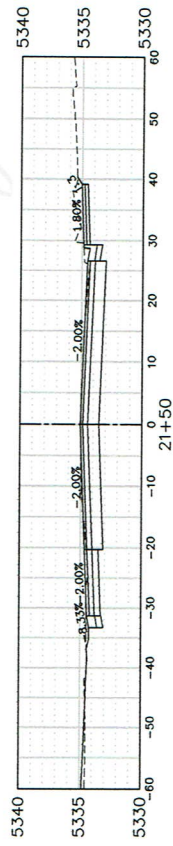
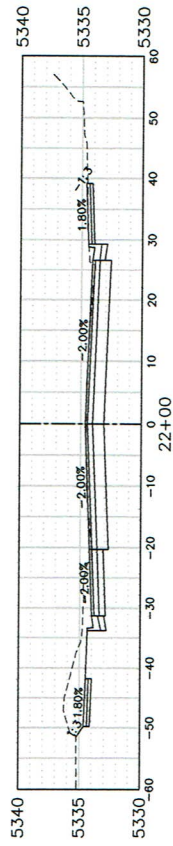
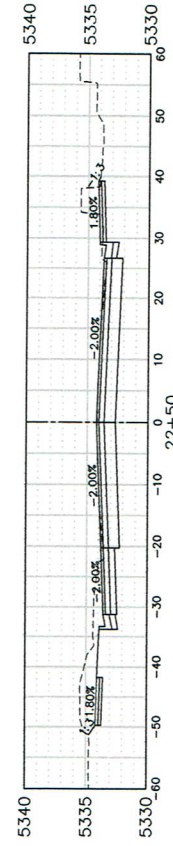
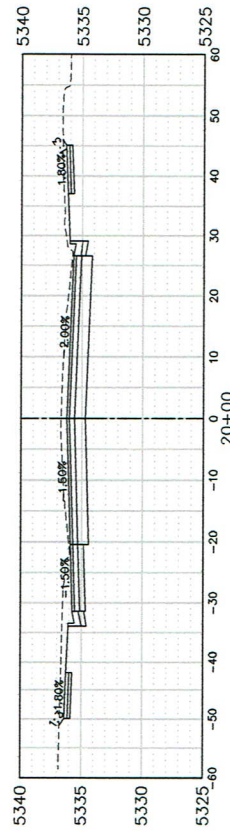
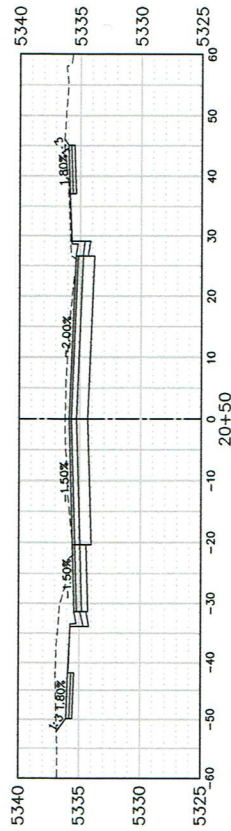
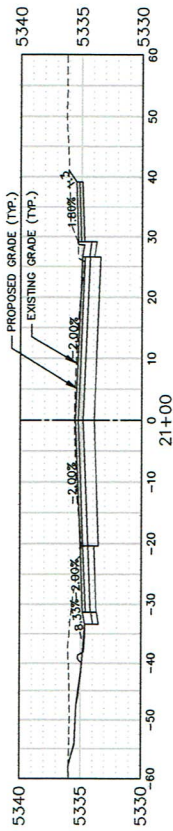


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Colorado Department of Transportation		ARVADA CITY'S COMMUNITY OF		Colorado Department of Transportation		2000 S Holly St. Denver, CO 80222		Region 1	
As Constructed		No Revisions:		Revised:		Void:		Project No./Code	
RALSSTON ROAD RECONSTRUCTION UPHAM STREET TO YUKON STREET CROSS SECTIONS		Designator: EO		Structure Numbers		21175		Sheet Number 131 X	
Detailer: EE		WB		Numbers		21175		Sheet Number 131 X	
Sheet Subsets:		of		Subset Sheets:		of		Sheet Number 131 X	

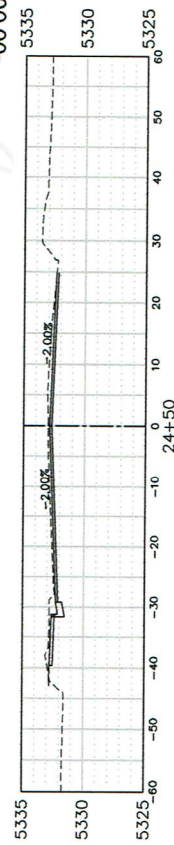
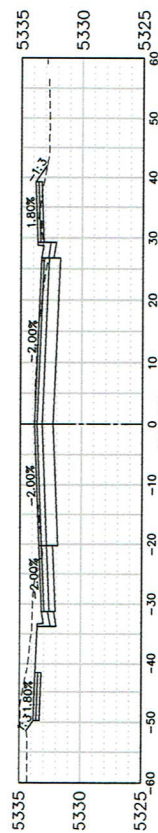
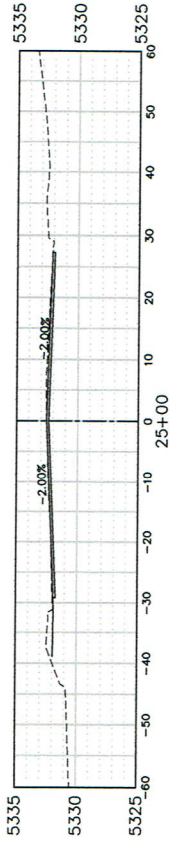
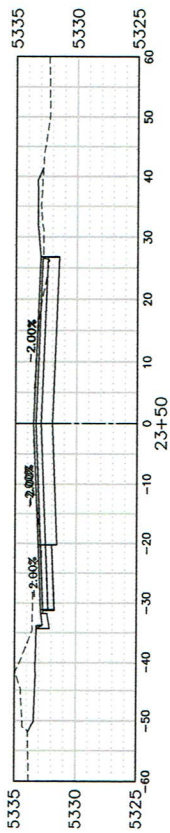
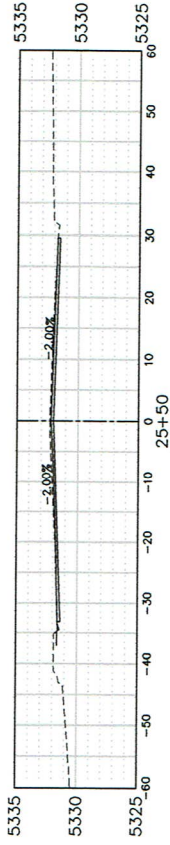
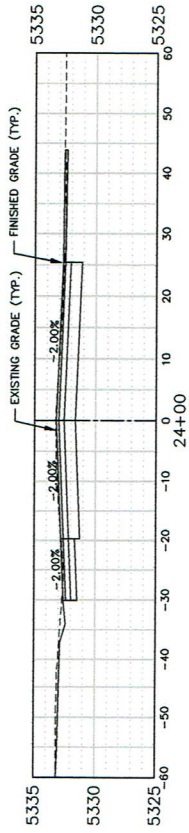
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Print Date: 5/4/20 File Name: CROSS SECTIONS.DWG Horiz. Scale: As Noted Vert. Scale: As Noted Unit Information Unit Leader Initials Colorado Center, Inc. 2000 Board, Colorado Boulevard Denver, CO 80222		Sheet Revisions <table border="1"> <thead> <tr> <th>Date:</th> <th>Comments</th> <th>Init.</th> </tr> </thead> <tbody> <tr> <td>5/1/2020</td> <td>PROFILE/GRADING/CROSS SECTIONS</td> <td>EO</td> </tr> </tbody> </table>		Date:	Comments	Init.	5/1/2020	PROFILE/GRADING/CROSS SECTIONS	EO	Colorado Department of Transportation 2000 S Holly St. Denver, CO 80222 Region 1		As Constructed No Revisions: Revised: Void:		RALSTON ROAD RECONSTRUCTION UPHAM STREET TO YUKON STREET CROSS SECTIONS Designer: EO Detailer: EE WB Sheet Subsets: of		Project No./Code STU M040-031 21175 Sheet Number 132 X	
Date:	Comments	Init.															
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Print Date: 5/4/20 File Name: CROSS SECTIONS.DWG Horiz. Scale: As Noted Vert. Scale: As Noted Unit Information: Unit Leader Initials Colorado Center for Engineering Inc. 2000 South Colorado Boulevard Denver, CO 80202-3200		Sheet Revisions <table border="1"> <thead> <tr> <th>Date:</th> <th>Comments</th> <th>Init.</th> </tr> </thead> <tbody> <tr> <td>5/17/2020</td> <td>PROFILE/GRADING/CROSS SECTIONS</td> <td>EO</td> </tr> </tbody> </table>		Date:	Comments	Init.	5/17/2020	PROFILE/GRADING/CROSS SECTIONS	EO	Colorado Department of Transportation 2000 S. Holly St. Denver, CO 80222 Region 1		As Constructed No Revisions: Revised: Void:		RALSTON ROAD RECONSTRUCTION UPHAM STREET TO YUKON STREET CROSS SECTIONS Designer: EO Detailer: EE WB Sheet Subset:		Project No./Code STU M040-031 21175 Sheet Number 133 X	
Date:	Comments	Init.															
5/17/2020	PROFILE/GRADING/CROSS SECTIONS	EO															

AWARD SET

COLORADO DEPARTMENT OF TRANSPORTATION CONTRACT MODIFICATION ORDER		Project No. STU M040-031	Project code 21175
		Location Ralston Road Reconstruction - Upham St. to Yukon St.	
		Date 6/9/20	Project order No. 004
Contractor T&M Construction		Estimated cost to project ☒ Increase ☐ Decrease \$ \$8,925.00	
Complete address 5605 N. Peterson Rd. Sedalia, CO 80135		Total additional days allowed to complete work 0	FHWA PoDI ☐ yes ☒ no
Modification title CMO 004 - Addition of Concrete Pavement (6 Inch)			

Your contract is hereby modified to add the pay item for Concrete Pavement (6 Inch) to account for the construction of driveways as shown in the plans.

All work shall be done in accordance with the 2017 Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, project plans, project special provisions, and as directed by the Project Engineer.

The following items are hereby modified as follows:

Add the following Pay Items:

Item No.	Description	Quantity	Unit	Unit Price	Total
412-00600	Concrete Pavement (6 Inch)	500	SY	\$79.85	+\$39,925.00

Deduct the following Pay Items:

Item No.	Description	Quantity	Unit	Unit Price	Total
608-00006	Concrete Sidewalk (6 Inch)	500	SY	\$62.00	-\$31,000.00

Total for Contract Modification Order 004: \$8,925.00

Should state funds not be available to cover these additional costs, or CDOT decides not to participate, the City of Arvada agrees to provide the required funds.

The City of Arvada approves this Change Order by signing below.

I accept this order, for work to be performed and prices on which payment is to be based.			
REQUIRED IN ACCORDANCE WITH INSTRUCTIONS IN CDOT'S CONSTRUCTION MANUAL		REQUIRED FOR ALL CHANGE ORDERS	
Approved by FHWA Operations Engineer:	Date	Authorized by Project Engineer: <i>Chris Haley</i>	Date
OPTIONAL Approved by Region Transportation Director: Date		Contractor representative: <i>[Signature]</i>	Date 6/23/2020
		Approved by Resident Engineer:	Date
		☐ Participating ☐ Non-participating ☐ Participation as noted Approved funding by Region Program Engineer: Date	

COLORADO DEPARTMENT OF TRANSPORTATION CONTRACT MODIFICATION ORDER

Project No. **STU M040-031**

Project code
21175

Location
Ralston Road Reconstruction - Upham St to Yukon St

Date
7/30/2020

Project order No.
005

Contractor
T&M Construction

Estimated cost to project
☒ Increase ☐ Decrease **\$ 4,517.90**

Complete address
5605 N. Peterson Rd. Sedalia, CO 80135

Total additional days allowed to complete work
FHWA PoDI
☐ yes ☒ no

Modification title
CMO 005 - Potholing for CenturyLink

Your contract is hereby modified to add work items for Potholing CenturyLink Utilities. See attached redline drawing for detailed location. All work shall be done in accordance with the 2017 Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, project plans, project special provisions, and as directed by the Project Engineer.

The following items are hereby modified as follows:

Add the following Pay Items:

Item No.	Description	Quantity	Unit	Unit Price	Total
F/A 07	Vacuum Truck	1	FA	\$2,097.50	\$2,097.50
630-00000	Flagging	16	HR	\$31.00	\$496.00
					Total: +\$2,593.50

Increase the following Pay Items:

Item No.	Description	Quantity	Unit	Unit Price	Total
202-05026	Sawing Asphalt Mat (6 Inch)	24	LF	\$13.50	\$324.00
202-00220	Removal of Asphalt Mat	4	SY	\$10.00	\$40.00
206-00065	Structure Backfill (Flow Fill)	6	CY	\$193.40	\$1,160.40
403-00720	Hot Mix Asphalt (Patching) (Asphalt)	1	TN	\$400.00	\$400.00
					Total: +\$1,924.40

Total for Contract Modification Order 005: **\$4,517.90**

Should state funds not be available to cover these additional costs, or CDOT decides not to participate, the City of Arvada agrees to provide the required funds.

The City of Arvada approves this Change Order by signing below.

I accept this order, for work to be performed and prices on which payment is to be based.

REQUIRED IN ACCORDANCE WITH INSTRUCTIONS IN CDOT'S CONSTRUCTION MANUAL

Approved by FHWA Operations Engineer: _____ Date _____

OPTIONAL

Approved by Region Transportation Director: _____ Date _____

REQUIRED FOR ALL CHANGE ORDERS

Authorized by Project Engineer: *Chris Hickey* Date **8/10/20**

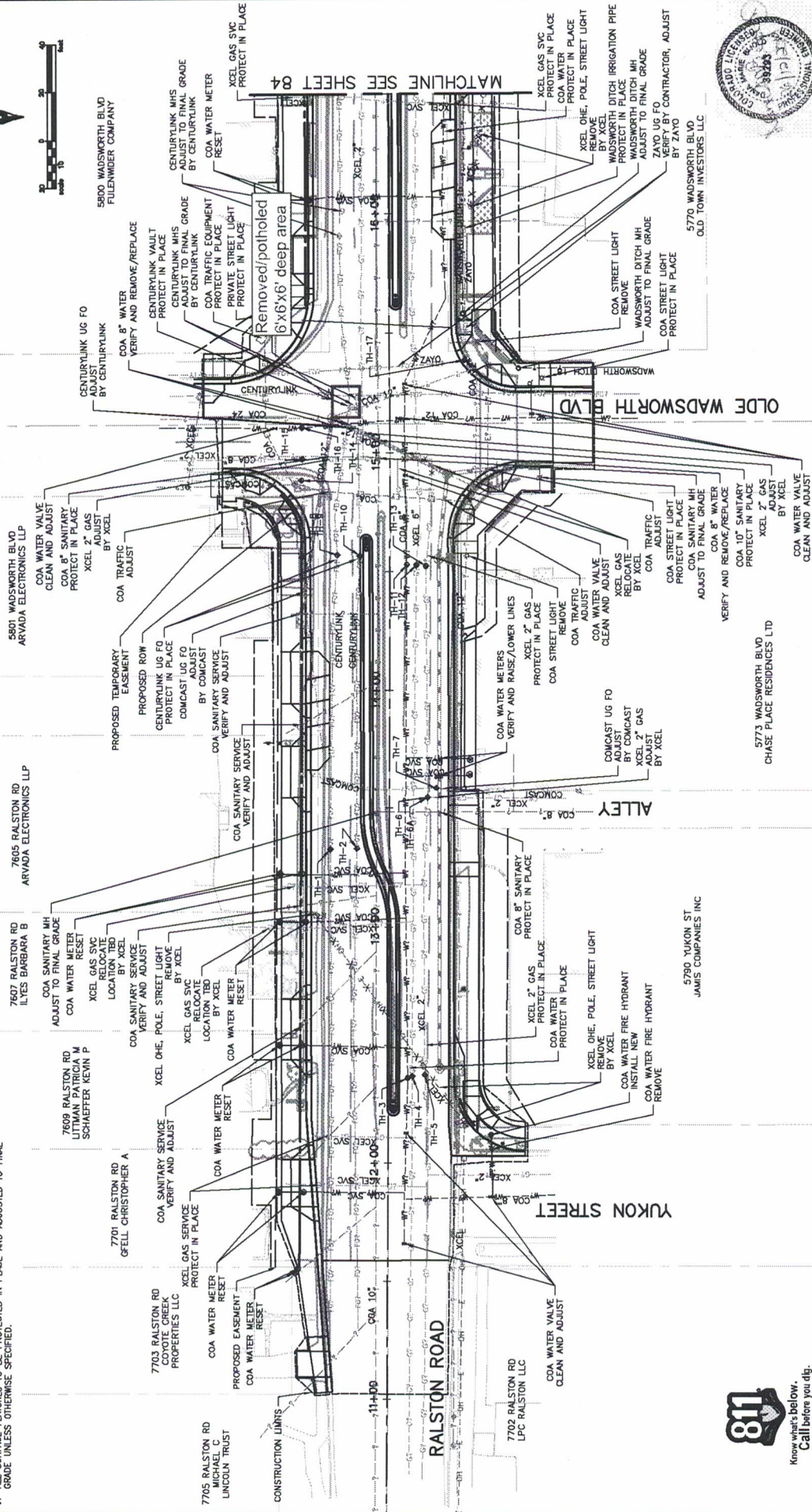
Contractor representative: *[Signature]* Date **8/13/20**

Approved by Resident Engineer: _____ Date _____

☐ Participating ☐ Non-participating ☐ Participation as noted
Approved funding by Region Program Engineer: _____ Date _____

CMO 005 Potholing CenturyLink

- NOTE:
1. SEE DRAINAGE PLANS FOR STORM SEWER DETAILS.
 2. SEE SIGNAL PLANS FOR SIGNAL DETAILS.
 3. SEE LIGHTING PLANS FOR LIGHTING LOCATIONS AND ELECTRIC SERVICE DETAILS.
 4. SEE CITY OF ARVADA STANDARDS FOR WATER AND SANITARY DETAILS.
 5. EXISTING UTILITY LOCATIONS SHOWN FOR INFORMATION ONLY. UNLESS OTHERWISE SPECIFIED, ALL SURFACE FEATURES TO BE PROTECTED IN PLACE AND ADJUSTED TO FINAL GRADE UNLESS OTHERWISE SPECIFIED.
 6. GRADE UNLESS OTHERWISE SPECIFIED.



Print Date: 6/12/2019		Sheet Revisions		As Constructed		Project No./Code	
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COLORADO DEPARTMENT OF TRANSPORTATION CONTRACT MODIFICATION ORDER		Project No. STU M040-031	Project code 21175
		Location Ralston Road Reconstruction - Upham St to Yukon St	
Contractor T&M Construction		Date 7/30/2020	Project order No. 006
Complete address 5605 N. Peterson Rd. Sedalia, CO 80135		Estimated cost to project ☒ Increase ☐ Decrease \$ 20,183.78	FHWA PoDI ☐ yes ☒ no
Modification title CMO 006 - Fire Hydrant			

Your contract is hereby modified to extend the removal of the fire hydrant to the main including the removal of the valve; relocate the new fire hydrant and add a new 8" gate valve north of the fire hydrant. The Remove Fire Hydrant located at STA 21+10 (36 Ft LT) shall include the removal of the branch line that connects to the water mainline and also include the removal of the corresponding valve and replace a section of 8" main where the connection existed. The new Fire Hydrant will be relocated farther north to STA 21+10 (75 Ft LT). The 8" gate Valve will be added to the existing main north of the fire hydrant tie-in. See attached redline drawing for detailed locations.

All work shall be done in accordance with the 2017 Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, project plans, project special provisions, and as directed by the Project Engineer.

The following items are hereby modified as follows:

Add the following Pay Items:

Item No.	Description	Quantity	Unit	Unit Price	Total
619-50640	8 Inch Plastic Pipe	5	LF	\$55.60	\$278.00
619-77400	8 Inch Gate Valve	1	EA	\$2,880.00	\$2,880.00
619-00000	Swivel Tee Connection to Waterline	1	EA	\$2,680.00	\$2,680.00
630-00000	Traffic Control	3	DY	\$1,192.66	\$3,577.98
					Total: +\$9,415.98

Increase the following Pay Items:

Item No.	Description	Quantity	Unit	Unit Price	Total
202-00035	Removal of Pipe	25	LF	\$19.00	\$475.00
202-00220	Removal of Asphalt Mat	17	SY	\$10.00	\$170.00
206-00065	Structure Backfill (Flow Fill)	42	CY	\$193.40	\$8,122.80
403-00720	Hot Mix Asphalt (Patching) (Asphalt)	5	TN	\$400.00	\$2,000.00
					Total: +\$10,767.80

Total for Contract Modification Order 006: **\$20,183.78**

Should state funds not be available to cover these additional costs, or CDOT decides not to participate, the City of Arvada agrees to provide the required funds.

The City of Arvada approves this Change Order by signing below.

I accept this order, for work to be performed and prices on which payment is to be based.

REQUIRED IN ACCORDANCE WITH INSTRUCTIONS IN CDOT'S CONSTRUCTION MANUAL		REQUIRED FOR ALL CHANGE ORDERS	
Approved by FHWA Operations Engineer:	Date	Authorized by Project Engineer:	Date
		<i>Chris Riley</i>	9/2/2020
OPTIONAL		Contractor representative:	Date
		<i>[Signature]</i>	8/24/2020
Approved by Region Transportation Director:	Date	Approved by Resident Engineer:	Date
		☐ Participating ☐ Non-participating ☐ Participation as noted Approved funding by Region Program Engineer:	
		Date	

Previous editions are obsolete and may not be used

CDOT Form #90 06/19

[Signature] 09-15-2020



CHANGE ORDER NO. 6

Date: July 30th, 2020

Project Number: STU M040-031

Project Code: 21175

Location: Ralston Road Reconstruction – Upham St to Yukon St

To: Gian Garufo
Civil Engineer Project Manager I
CDOT - Region 1 - Local Agency Unit
2829 W Howard Pl., 2nd Fl., Denver, CO 80204

From: Chris Lisberg,
City of Arvada - Transportation Design Manager
8101 Ralston Rd, Arvada, CO 80002
720-898-7645
clisberg@arvada.org

Subject: CMO 006 – Fire Hydrant

Your contract is hereby modified to extend the removal of the fire hydrant to the main including the removal of the valve; relocate the new fire hydrant and add a new 8" gate valve north of the fire hydrant. The additional work for the Remove Fire Hydrant located at STA 21+10 (36 Ft LT) is being added as a best practice to not leave a live branch line and valve that no longer serve the fire hydrant. This work shall include the removal of the branch line that connects to the water mainline and also the removal of the corresponding valve and replacement of a section of 8" main where the connection existed.

The new Fire Hydrant is being relocated farther north to STA 21+10 (75 Ft LT) to get the fire hydrant out of the sidewalk. And, a new 8" gate Valve will be added to the existing main north of the fire hydrant tie-in to allow for more reliable shutdowns of the main as needed for emergencies and maintenance. A drawing showing the changes has been attached to the Form #90. The changes will also be reflected on the As-Built Drawings.

In addition, flow fill is being added to fill the trench as this is a requirement per City of Arvada Specifications Section 20.2.4 for any trench less than 40 feet long. The city has the discretion to make the determination if the excavated material can be re-used for the trench backfill.

The proposed pricing for the added items was compared to the same item in the most recently available CDOT Cost Data Book for each item. See attachment #1 for the applicable pages from the Cost Data Book.

Item 619-50640 – 8 Inch Plastic Pipe – The 2019 Cost Data Book was used to compare pricing for this item. The average Awarded Bid for the year is \$49.00/LF. The proposed cost is \$55.60/LF, which is 12% higher than the average Awarded Bid for the year. Adjusted by 15% as allowed by the CDOT Construction Manual, a price of up to \$56.35 is acceptable

Item 619-75064 – 8 Inch Gate Valve – The 2019 Cost Data Book did not have any projects with this item. Therefore, the 2018 CDOT Cost Data book was used to compare pricing for this item. The average Awarded Bid for the year is \$4,264.31 /EA. The proposed cost is \$2,880.00/EA, which is lower than the average Awarded bid for the year and is found to be reasonable acceptable

Item 619-00000 – Swivel Tee Connection to Waterline – This item was added to modify the connection of the fire hydrant to the watermain. A swivel tee connection will be installed at the watermain. In addition, the contractor anticipated the city would make this connection, but the contractor is being required to make the connection to the main. The proposed price for this work is \$2680.00. A force account analysis has been completed and is attached to this memo. The analysis result for a sub-contractor was \$2827.20 which is higher than the proposed price and is therefore found to be reasonable.

Item 630-00000 – Traffic Control - The Traffic Control item was calculated by taking the bid unit price for Traffic Control (Lump Sum) (\$260,000.00) dividing it by the number of days (218 Working Days) for a cost of \$1,192.66/DY.

The following items are hereby modified as follows:

Add the following Pay Items:

Item No.	Description	Quantity	Unit	Unit Price	Total
619-50640	8 Inch Plastic Pipe	5	LF	\$55.60	\$278.00
619-77400	8 Inch Gate Valve	1	EA	\$2,880.00	\$2,880.00
619-00000	Swivel Tee Connection to Waterline	1	EA	\$2,680.00	\$2,680.00
630-00000	Traffic Control	3	DY	\$1,192.66	\$3,577.98
					Total: +\$9,415.98

Increase the following Pay Items:

Item No.	Description	Quantity	Unit	Unit Price	Total
202-00035	Removal of Pipe	25	LF	\$19.00	\$475.00
202-00220	Removal of Asphalt Mat	17	SY	\$10.00	\$170.00
206-00065	Structure Backfill (Flow Fill)	42	CY	\$193.40	\$8,122.80
403-00720	Hot Mix Asphalt (Patching) (Asphalt)	5	TN	\$400.00	\$2,000.00
					Total: +\$10,767.80

Total for Contract Modification Order 006: \$20,183.78

F/A 01 Minor Cost Revision	+\$75,000.00
F/A 03 Utility Adjustment	+\$5,000.00
CMO 001	-\$39,380.84
CMO 002 (\$5,000.00 of which is from F/A 03)	-\$7,573.50
CMO 003	-\$1,575.50
CMO 004	-\$8,925.00
CMO 005	-\$4,517.90
CMO 006 (Above Amount)	-\$20,183.78
Remaining MCR Amount	-\$2,156.52

The work on the hydrant was authorized to start by Fm. #105 dated 7/27/2020 (Attachment #3) and work began on 7/28/20. The added work will result in an addition of 3 days to the contract. These changes will impact the project's critical path and are anticipated to take 3 days to complete.

The items included in this change order were discussed in advance with Gian Garufo, CDOT Local Agency Representative.

Thanks,



Chris Lisberg

Project Engineer

Attachments:

Attachment #1 – 2019 Cost Data Book Pricing

Attachment #2 – FA Analysis for Swivel Tee Connection to Waterline

Attachment #3 – Fm. #105 dated 7/2/20 authorizing work to begin

PROJECT NUMBER	ITEM NUMBER/ PROJECT LOCATION	ITEM DESCRIPTION/ PROJECT LOCATION	DATE LET	UNIT/ QUANTITY	ENGR. EST.	AVERAGE BID	AWARDED BID
===== 619-50320	4 In Plastic Pipe			Lin Foot	=====		
STA086A-056		SH86 WEST SIDE OF ELIZABETH I 10/24/19		45.00	50.00	133.84	27.20
C145A-077		SH 145 MP 24.5 & 49.3 & US 55 12/19/19		100.00	12.00	28.65	10.00
	WEIGHTED AVERAGE FOR THE FOURTH QUARTER			145.00	23.79	61.29	15.34
	WEIGHTED AVERAGE FOR THE YEAR			145.00	23.79	61.29	15.34
===== 619-50480	6 In Plastic Pipe			Lin Foot	=====		
NHPP0253-273		I-25 EXPRESS LANES SEGMENT 5 08/05/19		2,684.00	77.23	77.23	77.23
	WEIGHTED AVERAGE FOR THE THIRD QUARTER			2,684.00	77.23	77.23	77.23
	WEIGHTED AVERAGE FOR THE YEAR			2,684.00	77.23	77.23	77.23
===== 619-50640	8 In Plastic Pipe			Lin Foot	=====		
NHPP1601-073		US 160 PASSING LANE NORTH OF 03/07/19		285.00	97.00	52.00	49.00
	WEIGHTED AVERAGE FOR THE FIRST QUARTER			285.00	97.00	52.00	49.00
	WEIGHTED AVERAGE FOR THE YEAR			285.00	97.00	52.00	49.00
===== 619-50960	12 In Plastic Pipe			Lin Foot	=====		
STA086A-056		SH86 WEST SIDE OF ELIZABETH I 10/24/19		1,277.00	80.00	122.54	85.70
	WEIGHTED AVERAGE FOR THE FOURTH QUARTER			1,277.00	80.00	122.54	85.70
	WEIGHTED AVERAGE FOR THE YEAR			1,277.00	80.00	122.54	85.70
===== 619-51280	16 In Plastic Pipe			Lin Foot	=====		
NHPP1601-073		US 160 PASSING LANE NORTH OF 03/07/19		10,462.00	105.00	120.00	113.70
	WEIGHTED AVERAGE FOR THE FIRST QUARTER			10,462.00	105.00	120.00	113.70
	WEIGHTED AVERAGE FOR THE YEAR			10,462.00	105.00	120.00	113.70

PROJECT NUMBER	ITEM NUMBER/ PROJECT LOCATION	ITEM DESCRIPTION/ PROJECT LOCATION	DATE LET	UNIT/ QUANTITY	ENGR. EST.	AVERAGE BID	AWARDED BID
===== 619-51290		18 In Plastic Pipe		Lin Foot	=====		
NHPP0702-344		I-70G EDWARDS INT UPGRADE PHA 11/27/18		190.00	89.55	218.55	218.55
	WEIGHTED	AVERAGE FOR THE FOURTH QUARTER		190.00	89.55	218.55	218.55
		WEIGHTED AVERAGE FOR THE YEAR		190.00	89.55	218.55	218.55
===== 619-71516		2 In Air and Vacuum Valve		Each	=====		
NHPP0702-344		I-70G EDWARDS INT UPGRADE PHA 11/27/18		2.00	11374.12	11375.06	11375.06
	WEIGHTED	AVERAGE FOR THE FOURTH QUARTER		2.00	11374.12	11375.06	11375.06
		WEIGHTED AVERAGE FOR THE YEAR		2.00	11374.12	11375.06	11375.06
===== 619-73000		PRV Vault		Each	=====		
NHPP0702-344		I-70G EDWARDS INT UPGRADE PHA 11/27/18		1.00	189965.79	189981.55	189981.55
	WEIGHTED	AVERAGE FOR THE FOURTH QUARTER		1.00	189965.79	189981.55	189981.55
		WEIGHTED AVERAGE FOR THE YEAR		1.00	189965.79	189981.55	189981.55
===== 619-75016		2 In Gate Valve		Each	=====		
ER052A-039		SH 170	11/15/18	2.00	550.00	810.36	236.00
	WEIGHTED	AVERAGE FOR THE FOURTH QUARTER		2.00	550.00	810.36	236.00
		WEIGHTED AVERAGE FOR THE YEAR		2.00	550.00	810.36	236.00
===== 619-75064		8 In Gate Valve		Each	=====		
NHPP0702-344		I-70G EDWARDS INT UPGRADE PHA 11/27/18		1.00	2131.99	4264.31	4264.31
	WEIGHTED	AVERAGE FOR THE FOURTH QUARTER		1.00	2131.99	4264.31	4264.31
		WEIGHTED AVERAGE FOR THE YEAR		1.00	2131.99	4264.31	4264.31
===== 619-75096		12 In Gate Valve		Each	=====		
NHPP0702-344		I-70G EDWARDS INT UPGRADE PHA 11/27/18		9.00	3730.97	3731.27	3731.27
	WEIGHTED	AVERAGE FOR THE FOURTH QUARTER		9.00	3730.97	3731.27	3731.27
		WEIGHTED AVERAGE FOR THE YEAR		9.00	3730.97	3731.27	3731.27

rev. 4/95 - 40

PROJECT	STU M040-031
LOCATION	Ralston Road Rec. - Upham to Yukon
SA #	21175
DATE	7/27/2020

DESCRIPTION	QTY.	RENTAL RATE	HRS. REQ'D. (EACH)	COST
Excavator	1	\$ 90.00	5.0	\$450.00
Backhoe	1	\$55.00	5.0	\$275.00
Pickup	2	\$15.00	5.0	\$150.00
2" Pump	1	\$12.00	5.0	\$60.00
Generator	1	\$10.00	5.0	\$50.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total				\$985.00

DESCRIPTION	QTY.	UNIT COST	INVOICE	COST
8"x8"x6" Swivel Tee	1	360.00		\$360.00
Thrust Block	1	125.00		\$125.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total				\$485.00

DESCRIPTION	CODE	BASE	FRINGE	HRS. REQ'D	BASE COST	FRINGE COST
Laborer		\$20.00	\$5.00	18.0	\$360.00	\$90.00
Pipe Supervisor		\$30.00	\$12.00	5.0	\$150.00	\$60.00
Laborer					\$0.00	\$0.00
Conc. Finisher					\$0.00	\$0.00
Laborer					\$0.00	\$0.00
					\$0.00	\$0.00
Total					\$510.00	\$150.00

LABOR	\$510.00	\$341.70	\$150.00	\$100.50	\$1,102.20
	Base	67%	Fringe	67%	
MATERIALS	\$485.00	\$72.75			\$557.75
	Cost	15%			
EQUIPMENT	\$985.00				\$985.00
	Cost				

TOTAL COST:	IF PRIME CONTRACTOR	\$2,644.95
	IF SUB-CONTRACTOR	\$2,827.20
	188.48 per Ton	

COLORADO DEPARTMENT OF TRANSPORTATION SPEED MEMO	Project No.: 15-ST-30 (CDOT Project No. STU M040-031)	Project Code (SA#) 21175
	Location: Ralston Road Reconstruction	

MESSAGE To: Tom Andreas, T&M Construction	Date: 7/27/20
Subject: Vance Fire Hydrant Relocation	

You are hereby directed to complete construction on Vance Street of the proposed fire hydrant at its new location and the removal of the existing fire hydrant per the attached email and marked up drawing.

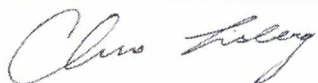
Work will be paid at existing contract pricing (by bid or prior approved CMO) for items and units estimated below,

Description	Quantity	Unit	Unit Price	Total
Removal of Pipe	25	LF	\$19.00	\$475.00
Removal of Asphalt Mat	17	SY	\$10.00	\$170.00
Structure Backfill (Flow Fill)	42	CY	\$193.40	\$8,122.80
Hot Mix Asphalt (Patching) (Asphalt)	5	TN	\$400.00	\$2,000.00

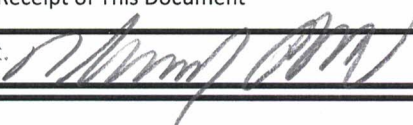
with the addition of these added items.

Description	Quantity	Unit	Unit Price	Total
8 Inch Plastic Pipe	5	LF	\$55.60	\$278.00
8 Inch Gate Valve (Install Only)	1	EA	\$2,880.00	\$2,880.00
Swivel Tee Connection to Waterline	1	EA	\$2,680.00	\$2,680.00
Traffic Control	3	DY	\$1,192.66	\$3,577.98

The work is anticipated to result in a change modification order in the amount of \$20,183.78 and will result in an addition of 3 days to the contract due to impacts in the project's critical path and are anticipated to take 3 days to complete.

Signed 	Title: Project Engineer
--	-------------------------

By Signing Below I Acknowledge Receipt of This Document

Signed: Click here to enter text. 	Title: Click here to enter text. PROJECT MANAGER
---	---

REPLY To: Click here to enter text.	Date: Click here to enter text.
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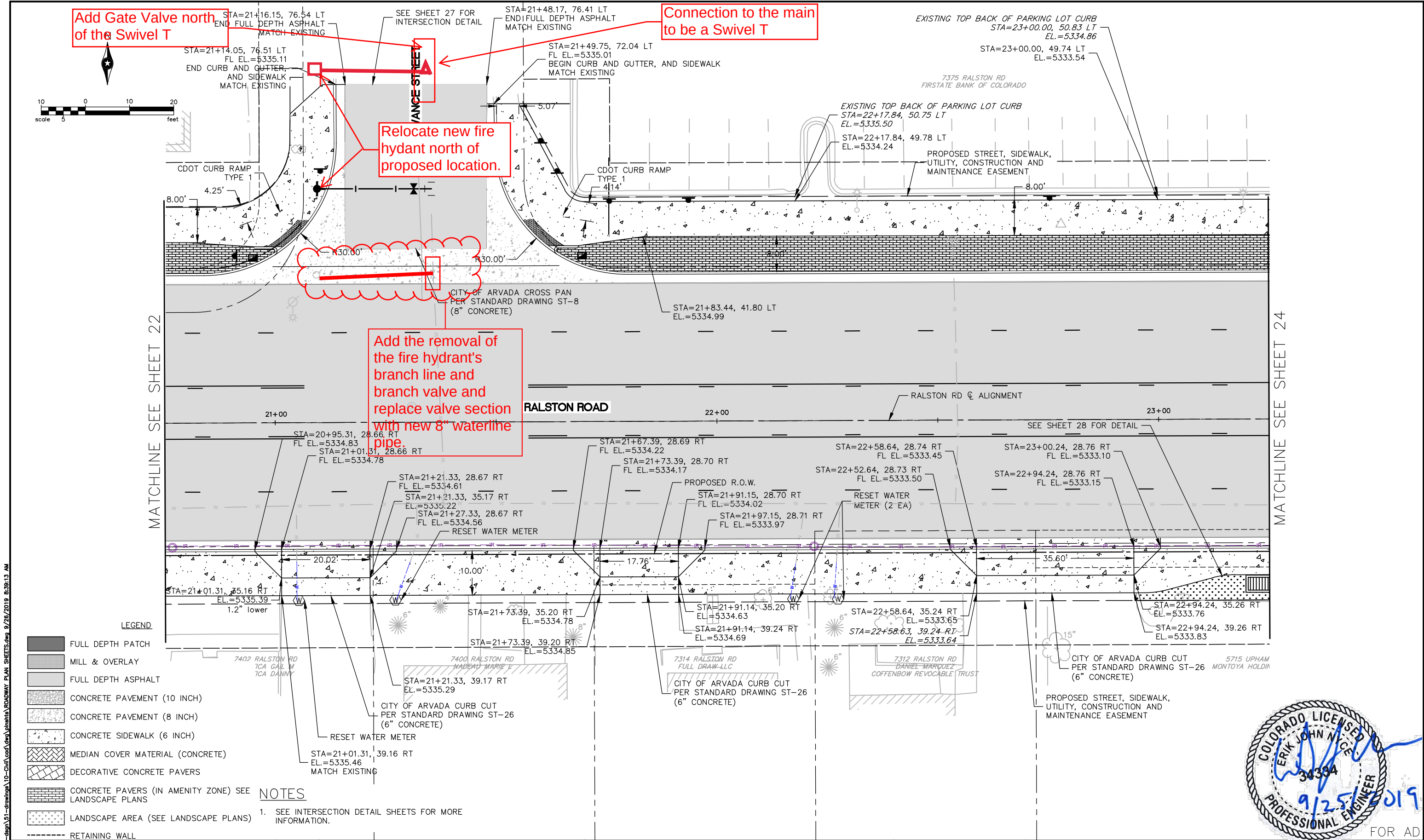
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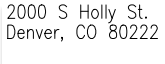
Signed: Click here to enter text.	Title: Click here to enter text.
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Distribution:

Contractor
 Resident Engineer
 Project Engineer

CDOT Form 105 5/10



Print Date: 9/26/19		Sheet Revisions			Colorado Department of Transportation		As Constructed		RALSTON ROAD RECONSTRUCTION UPHAM STREET TO YUKON STREET ROADWAY PLAN			Project No./Code	
File Name: ROADWAY PLAN SHEETS.DWG		000000	Date:	Comments	Init.	  	No Revisions:	Designer: EO Detailer: EE WB Sheet Subset:			STU M040-031		
Horiz. Scale: As Noted Vert. Scale: As Noted							Revised:				21175		
Unit Information Unit Leader Initials							Void:	Subset Sheets: of		Sheet Number 23			
 Short Elliott Hendrickson Inc. Colorado Center Tower One Suite 6000 2000 South Colorado Boulevard Denver, CO 80222-7900 Tele. (720) 540-6800 (800) 490-4966 Fax (720) 540-6801													

**COLORADO DEPARTMENT OF TRANSPORTATION
CONTRACT MODIFICATION ORDER**

Project No.	STU M040-031		Project code	21175
Location	Ralston Road Reconstruction - Upham St. to Yukon St.			
Date	7/30/20	Project order No.	007	
Contractor	T&M Construction		Estimated cost to project	☒ Increase ☐ Decrease \$ \$1,200.60
Complete address	5605 N. Peterson Rd. Sedalia, CO 80135		Total additional days allowed to complete work	0
Modification title	CMO 007 - Addition of Biaxial Geogrid Type 2			

Your contract is hereby modified to add Geogrid - Biaxial, Type 2 to be placed over shallow communication lines. The material will extend 8' on both sides of the lines for approximately 100 LF. The material will be placed within the planned ABC Class 6 sub-base (with a minimum of 4 inches of base course cover over the Geogrid). See attached redline drawing for detailed location.

All work shall be done in accordance with the 2017 Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, project plans, project special provisions, and as directed by the Project Engineer.

The following items are hereby modified as follows:

Add the following Pay Item:

Item No.	Description	Quantity	Unit	Unit Price	Total
506-01020	Geogrid Reinforcement	180	SY	\$6.67	\$1,200.60

Total for Contract Modification Order 006: \$1,200.60

Should state funds not be available to cover these additional costs, or CDOT decides not to participate, the City of Arvada agrees to provide the required funds.

The City of Arvada approves this Change Order by signing below.

I accept this order, for work to be performed and prices on which payment is to be based.	
REQUIRED IN ACCORDANCE WITH INSTRUCTIONS IN CDOT'S CONSTRUCTION MANUAL Approved by FHWA Operations Engineer: _____ Date _____	REQUIRED FOR ALL CHANGE ORDERS Authorized by Project Engineer: <i>Chris Haley</i> Date 8/10/20 Contractor representative: <i>[Signature]</i> Date 8/13/20 Approved by Resident Engineer: _____ Date _____
OPTIONAL Approved by Region Transportation Director: _____ Date _____	☐ Participating ☐ Non-participating ☐ Participation as noted Approved funding by Region Program Engineer: _____ Date _____

Previous editions are obsolete and may not be used

CDOT Form #90 06/19

GCG 08/14/2020

[Signature]

- NOTE:
1. SEE DRAINAGE PLANS FOR STORM SEWER DETAILS.
2. SEE LIGHTING PLANS FOR SIGNAL DETAILS.
3. SEE LIGHTING PLANS FOR LIGHTING LOCATIONS AND ELECTRIC SERVICE DETAILS.
4. SEE CITY OF ARIZONA STANDARDS FOR WATER AND SANITARY DETAILS.
5. SEE CITY OF ARIZONA STANDARDS FOR IRRIGATION DETAILS.
6. ALL SURFACE FEATURES TO BE PROTECTED IN PLACE AND ADJUSTED TO FINAL GRADE UNLESS OTHERWISE SPECIFIED.
7. SEE MAINTENANCE IRRIGATION DITCH PLANS FOR IRRIGATION DITCH DETAILS.



Know what's below.
Call before you dig.

[illegible]

COLORADO DEPARTMENT OF TRANSPORTATION CONTRACT MODIFICATION ORDER		Project No. STU M040-031		Project code 21175
		Location Ralston Road Reconstruction - Upham St to Yukon St		
		Date 10/12/2020	Project order No. 008	
Contractor T&M Construction		Estimated cost to project ☒ Increase ☐ Decrease \$ 90,051.20		
Complete address 5605 N. Peterson Rd. Sedalia, CO 80135		Total additional days allowed to complete work 41		FHWA PoDI ☐ yes ☒ no
Modification title CMO 008 - Storm Sewer Redesign in Old Wadsworth intersection				

Your contract is hereby modified to revise the storm sewer design because of added identified utility conflicts. The revised storm sewer design is reflected in revised plan sheets that will replace plan sheets #: 5, 6, 7, 14, 45 and 46 with the revised plan sheets # 5X, 6X, 7X, 14X, 45X and 46X. There is also an additional plan sheet labeled 45B that shows the continuation of the new plan sheet 45X.

All work shall be done in accordance with the 2017 Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, project plans, project special provisions, and as directed by the Project Engineer.

The following items are hereby modified as follows:

Add the following Pay Items:

Item No.	Description	Quantity	Unit	Unit Price	Total
202-00035	Removal of Pipe (Special)	236	LF	\$28.00	\$6,608.00
210-04015	Modify Manhole (Epoxy)	1	EA	\$10,920.00	\$10,920.00
403-00721	HMA (Patching) (Temporary)	35	TON	\$325.00	\$11,375.00
603-01185	18 Inch RCP (CIP) (Special)	479	LF	\$142.75	\$68,377.25
603-01245	24 Inch RCP (CIP) (Special)	86	LF	\$202.75	\$17,436.50
603-50004	4 Inch Plastic Pipe (CIP)	5	LF	\$145.00	\$725.00
603-50012	12 Inch Plastic Pipe (CIP)(Special)	38	LF	\$144.55	\$5,492.90
630-00000	Traffic Control (w/o Patching)	41	DAY	\$1,055.05	\$43,257.05
					Total: +\$164,191.70

Deduct the following Pay Items:

Item No.	Description	Quantity	Unit	Unit Price	Total
202-00035	Removal of Pipe	197	LF	\$19.00	\$3,743.00
603-01185	18 Inch RCP (CIP)	200	LF	\$120.00	\$24,000.00
603-01245	24 Inch RCP (CIP)	399	LF	\$136.00	\$54,264.00
603-50012	12 Inch Plastic Pipe	24	LF	\$119.00	\$2,856.00
					Total: -\$84,863.00

Increase the following Pay Items:

Item No.	Description	Quantity	Unit	Unit Price	Total
202-00220	Remove Asphalt Mat	125	SY	\$10.00	\$1,250.00
202-05026	Saw Cutting Asphalt Mat	435	LF	\$13.50	\$5,872.50
210-00000	Abandon Pipe	150	LF	\$24.00	\$3,600.00
					Total: +\$10,722.50

Total for Contract Modification Order 008: \$90,051.20

41 working days will be added to the contract for this revision. The 41 days will be charged and the traffic control/day item paid at the end of the contract time providing work progresses continuously throughout this time.

Should state funds not be available to cover these additional costs, or CDOT decides not to participate, the City of Arvada agrees to provide the required funds.

The City of Arvada approves this Change Order by signing below.

I accept this order, for work to be performed and prices on which payment is to be based.			
REQUIRED IN ACCORDANCE WITH INSTRUCTIONS IN CDOT'S CONSTRUCTION MANUAL		REQUIRED FOR ALL CHANGE ORDERS	
Approved by FHWA Operations Engineer:	Date	Authorized by Project Engineer:	Date
		<i>[Signature]</i>	11/11/20
OPTIONAL		Contractor representative:	Date
Approved by Region Transportation Director:	Date	<i>[Signature]</i>	11/12/20
		Approved by Resident Engineer:	Date
		☐ Participating ☐ Non-participating ☐ Participation as noted Approved funding by Region Program Engineer: _____ Date _____	

Previous editions are obsolete and may not be used

CDOT Form #90 06/19

[Signature]

11-13-2020

CONTRACT ITEM NO.		CONTRACT ITEM	UNIT	ROADWAY	
				PLAN	AS CONST.
201-00001	Clearing and Grubbing		ACRE	0.39	
202	Removal of Paving		LS	1	
202-00006	Removal of Ballast		BACH	2	
202-00010	Removal of Tree		BACH	15	
202-00012	Removal of Tree Stump		BACH	3	
202-00017	Removal of Irrigation Box (Washworth Ditch)		BACH	2	
202-00018	Removal of Curb Drain		BACH	2	
202-00019	Removal of Inlet		LF	16	
202-00021	Removal of Manhole		BACH	5	
202-00021	Removal of Manhole		BACH	1	
202-00031	Removal of Office Building		BACH	2	
202-00035	Removal of Pipe (Washworth Ditch)		LF	236	
202-00036	Removal of Pipe (Washworth Ditch)		LF	425	
202-00090	Removal of Culmination		BACH	3	
202-00155	Removal of Wall		LF	452	
202-00190	Removal of Concrete Median Cover Material		SF	390	
202-00195	Removal of Median Cover Material (Rock)		SF	44	
202-00200	Removal of Sidewalk		SF	1,821	
202-00208	Removal of Curb and Gutter		LF	4,399	
202-00206	Removal of Concrete Curb Ramp		SF	55	
202-00207	Removal of Brick Pavers		SF	5	
202-00210	Removal of Concrete Pavement		SF	369	
202-00212	Removal of Concrete Pavement (Special)		SF	34	
202-00220	Removal of Asphalt Mat		SF	8,182	
202-00240	Removal of Asphalt Mat (Gravel)		SF	1,175	
202-00703	Removal of Light Decorative Pole		BACH	10	
202-00815	Removal of Arvada Wayfinding Sign		BACH	2	
202-00816	Removal of Monument Sign		BACH	6	
202-00827	Removal of Ball Box		BACH	3	
202-00828	Removal of Traffic Signal Equipment		LS	1	
202-00810	Removal of Ground Sign		BACH	3	
202-00821	Removal of Sign Panel		BACH	1	
202-01009	Removal of Fence		LF	188	
202-04005	Clean Valve Box		BACH	14	
203-00010	Unmodified Excavation (Complete in Place)		CF	1,319	
203-01597	Postholing		HR	20	
208-00002	Erosion Log (12 inch)		LF	80	
208-00018	Construction Fence		LF	3,397	
208-00020	5ft Fence		LF	285	
208-00035	Aggregate Rug		LF	209	

208-00045	Concrete Washout Structure		BACH	2	
208-00051	Storm Drain Inlet Protection (Type 1)		BACH	6	
208-00052	Storm Drain Inlet Protection (Type 2)		BACH	6	
208-00070	Vehicle Tracking Pad		BACH	2	
208-00109	Removal and Disposal of Sediment (Labor)		HOURL	10	
208-00109	Removal and Disposal of Sediment (Equipment)		HOURL	9	
208-00107	Removal of Trash		HOURL	10	
208-00207	Erosion Control Management		DAY	218	
210-00000	Abandon Pipe		LF	150	
210-00036	Rear View Mirror		BACH	18	
210-00810	Rear Ground Sign		BACH	14	
210-00812	Rear Arvada Center Monument Sign		LS	1	
210-00815	Rear Sign Panel		BACH	12	
210-00827	Rear Pull Box		BACH	4	
210-00831	Rear Traffic Signal Head		BACH	3	
210-00886	Rear Fire Prevention Unit and Tower		BACH	1	
210-04010	Adjust Manhole		BACH	11	
210-04050	Adjust Valve Box (Water)		BACH	28	
210-04060	Adjust Water Meter		BACH	2	
210-00000	Abandon Pipe		LF	70	
212-00120	Landscape Restoration		LS	1	
214-00000	Two Year Landscape Maintenance		LS	1	
214-00000	Tree Grates		EA	10	
214-00000	Leaching Ball (Post Only)		EA	9	
214-00220	Deciduous Tree (2 inch Caliper)		BACH	17	
214-00390	Deciduous Shrub (5 gal)		BACH	28	
214-00980	Evergreen Shrub (5 gal)		EA	22	
214-00910	Perennials (1 Gallon)		EA	97	
240-00000	Wildlife Barrier		HOURL	10	
240-00010	Removal of Netting		HOURL	10	
240-00020	Netting		SF	20	
250-00090	Monitoring Technician		HOURL	20	
250-00100	Environmental Health and Safety		LS	1	
250-00110	Health and Safety Officer		HOURL	10	
304-00007	Aggregate Base Course (Class 4)		CF	225	
403-00720	Hot Mix Asphalt (Paving) (Asphalt)		TON	44	
409-00800	Emergency Vehicle Repair		SF	10	
409-04751	Hot Mix Asphalt (Grinding) (51) (W 64-18)		TON	1,229	
409-03741	Hot Mix Asphalt (Grinding) (51) (W 64-21)		TON	2,384	

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Unit Information

Unit Leader Initials

Print Date:

SEH

Unit Information

Unit Leader Initials

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Unit Information

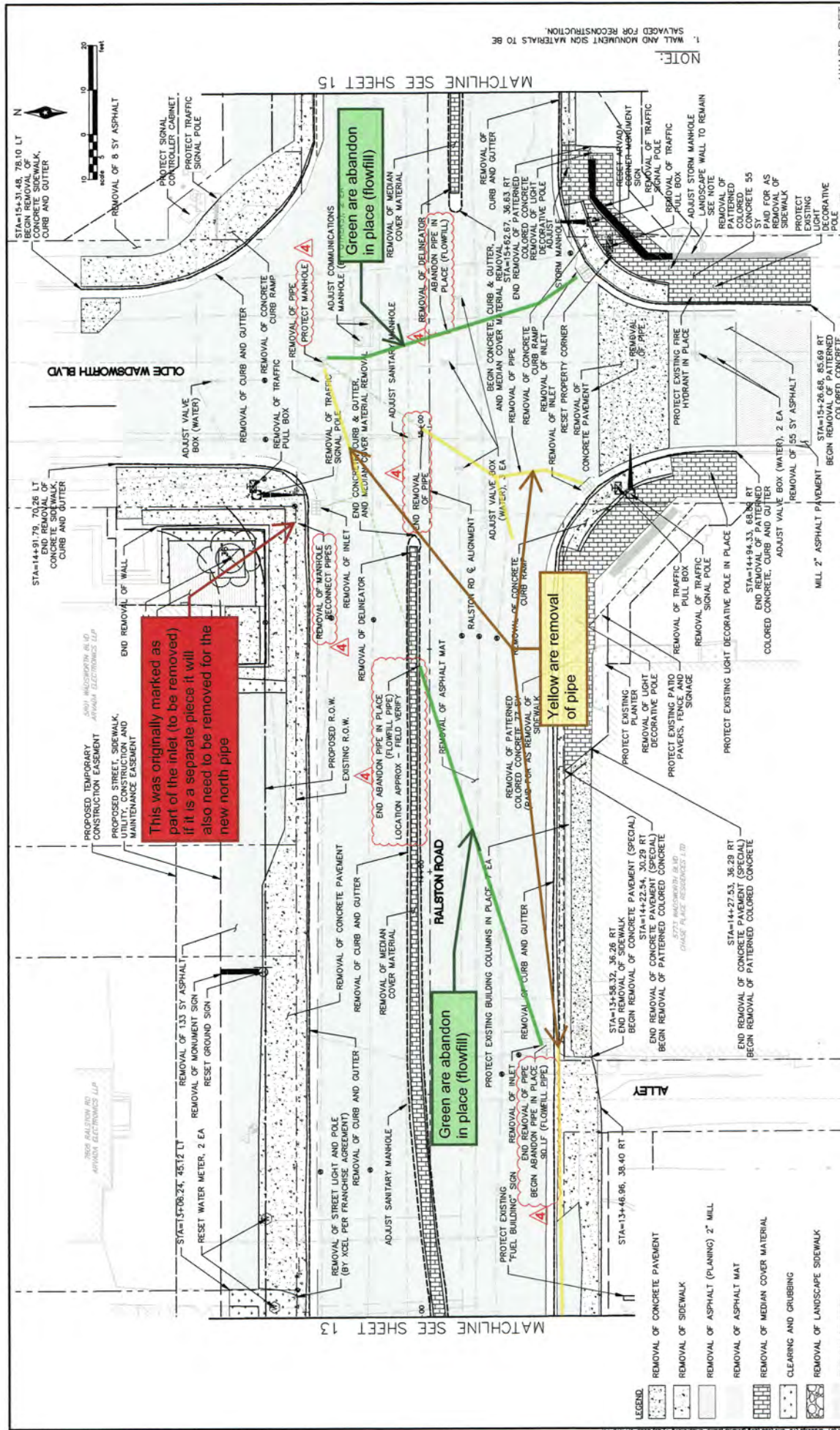
Unit Leader Initials

Print Date:

SEH

Unit Information

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Print Date: 7/29/20

File Name: DEMO SHEETS.DWG

Horz. Scale: As Noted

Unit Information: Unit Leader Initials

Short Egolet Incorporated Inc.
3000 South
Denver, CO 80222-3200

Project No./Code: STU M040-031

21175

Sheet Number: 14

As Constructed

No Revisions:

Revised:

Void:

Colorado Department of Transportation

2000 S Holly St.
Denver, CO 80222

ARVADA CO

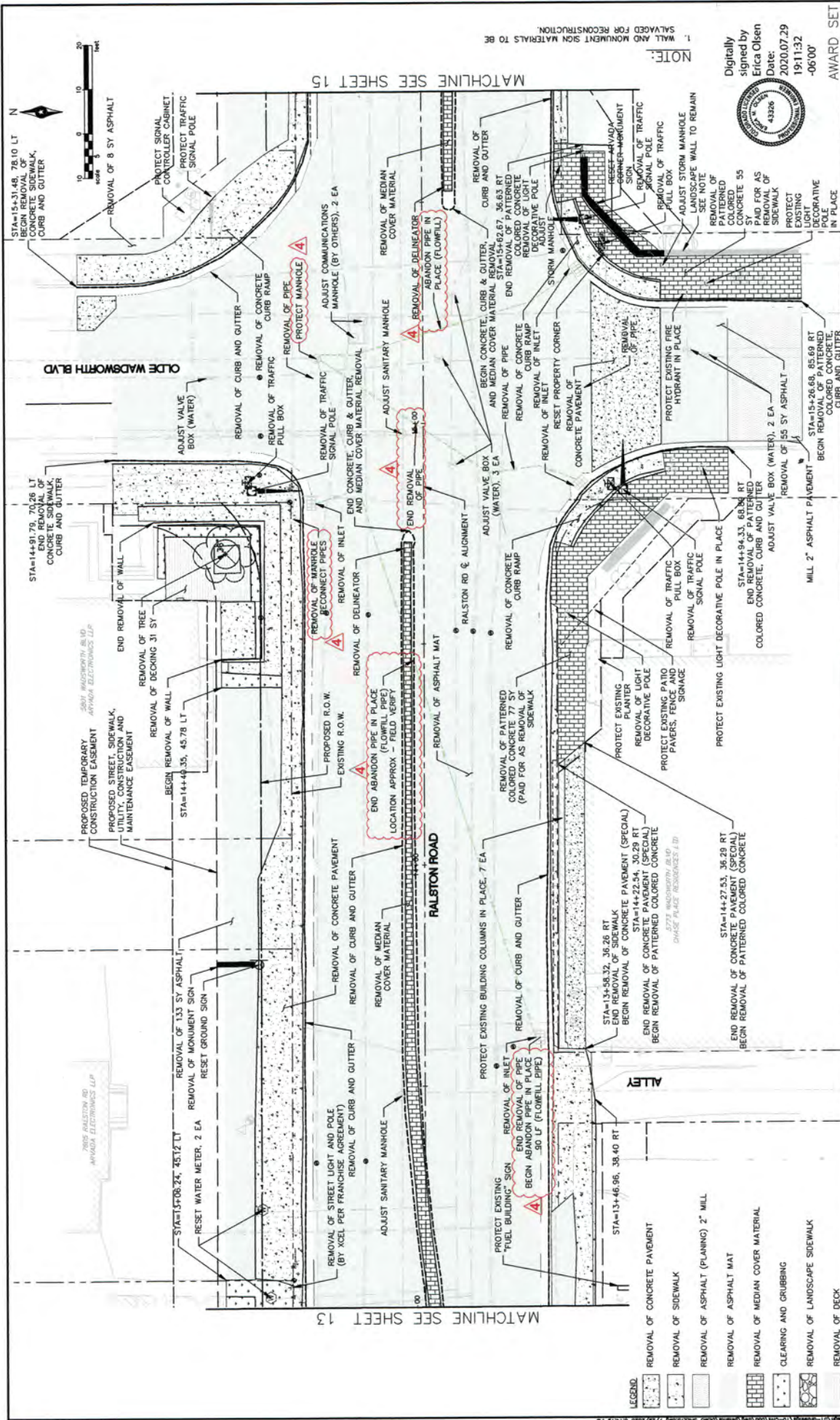
Region 1

Sheet Revisions

Date	Comments
7/29/20	REVISION 1: DEMO SHEETS
7/29/20	REVISION 2: DEMO SHEETS
7/29/20	REVISION 3: DEMO SHEETS

Notes

- WALL AND MONUMENT SIGN MATERIALS TO BE SALVAGED FOR RECONSTRUCTION.

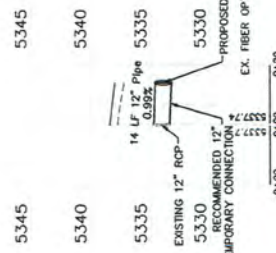
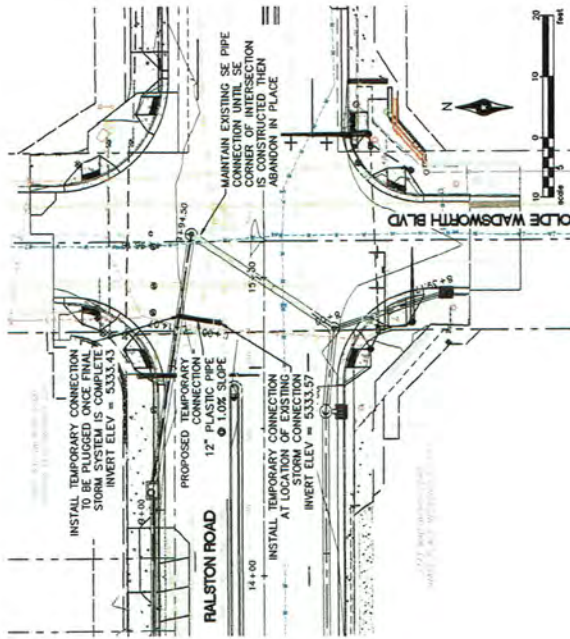


Print Date: 7/29/20		Sheet Revisions		Colorado Department of Transportation		As Constructed		RALSTON ROAD RECONSTRUCTION UPHAM STREET TO YUKON STREET DEMOLITION PLAN		Project No./Code	
File Name: DEMO SHEETS.DWG		Date:		CDOT		No Revisions:		Designer: EO		STU M040-031	
Horiz. Scale: As Noted		Comments		ARVADA CITY & COMMUNITY OF		Revised:		Detailer: EE		21175	
Unit Information		Init.		Region 1		Void:		Sheet Subsets:		Sheet Number	
Unit Leader Initials		7/29/20		SS		Region 1		Subst. Sheets:		14	
Unit Leader Initials		7/29/20		SS		Region 1		Subst. Sheets:		14	
Unit Leader Initials		7/29/20		SS		Region 1		Subst. Sheets:		14	
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Unit Leader Initials		7/29/20		SS		Region 1		Subst. Sheets:		14	
Unit Leader Initials		7/29/20		SS		Region 1		Subst. Sheets:		14	
Unit Leader Initials		7/29/20		SS							

Digitally signed by
 Erica Olsen
 Date: 2020.07.29 19:11:32 -0600
 AWARD SET

NOTE:
 1. WALL AND MONUMENT SIGN MATERIALS TO BE SALVAGED FOR RECONSTRUCTION.

MATCHLINE SEE SHEET 15
 MATCHLINE SEE SHEET 13

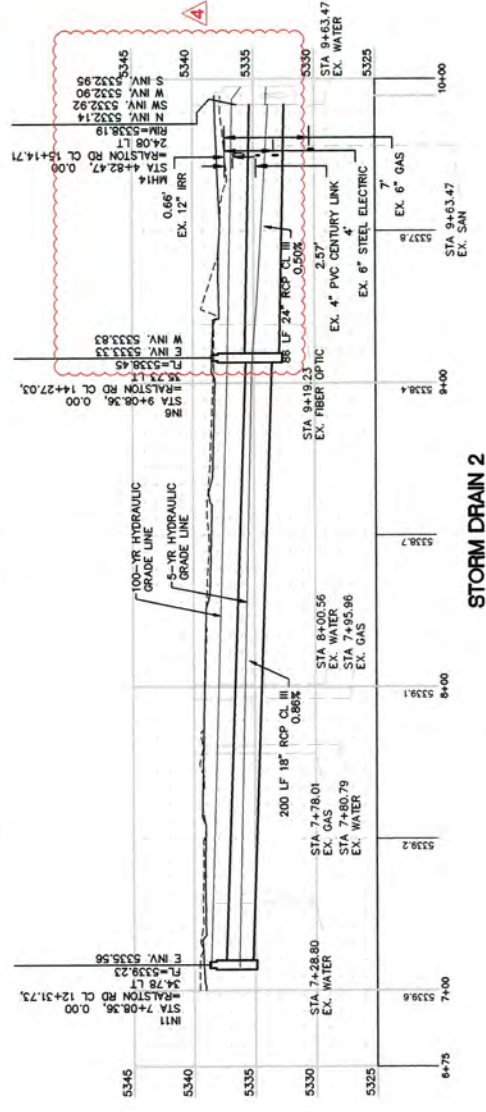
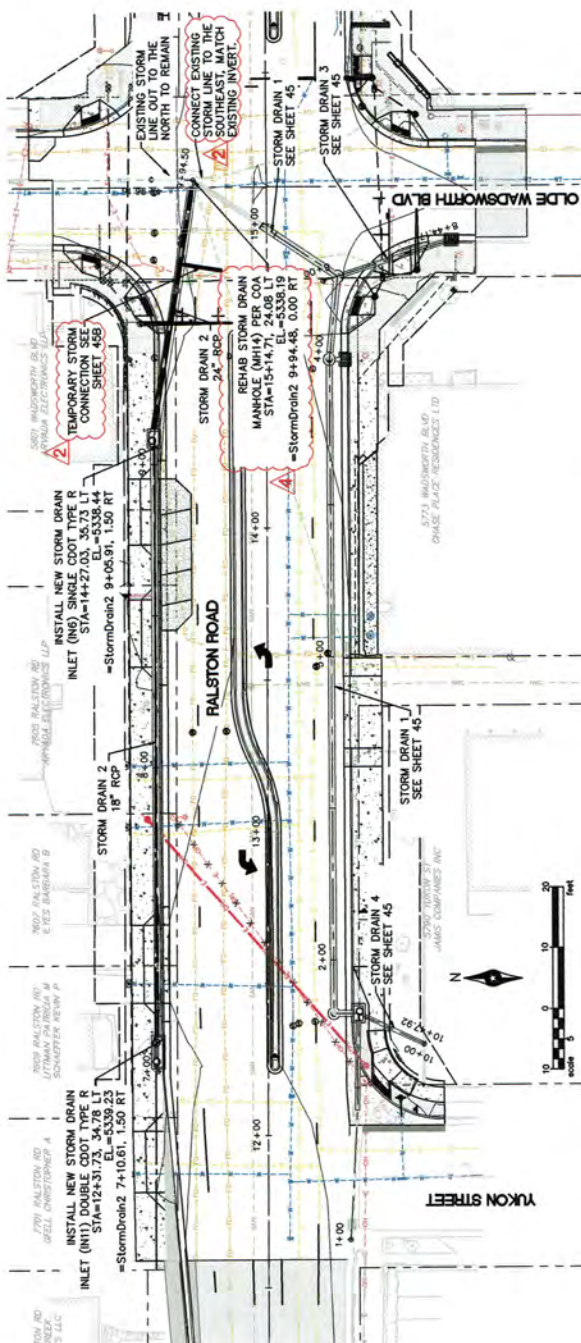


STORM DRAIN TEMP CONNECTION

Digitally signed by Erica Olsen
 Date: 2020.07.13 15:01:44 -06'00'



Print Date: 7/13/20 File Name: STORM PLAN AND PROFILE-TEMP.DWG Horiz. Scale: As Noted Unit Information: Short Elliott Hirtz & Associates Inc. 2000 South Colorado Boulevard Suite 400 Denver, CO 80222 Tel: (303) 440-6000 Fax: (303) 440-6001		Colorado Department of Transportation Region 1		RALSTON ROAD RECONSTRUCTION INTERSECTION OF RALSTON STREET STORM DRAINAGE PLANNING TEMPORARY CONNECTION CONNECTION		Project No./Code STU M040-031	
Date: 5/1/2020 Comments: PROFILE/GRADE/CROSS SECTIONS 7/8/2020 STORM DRAINAGE		As Constructed No Revisions: Revised: Void:		Designer: Detailer: Sheet Subsets:		Structure Numbers EE WB Subsets:	
0000		21175		45B		Sheet Number of	



Digitally signed by Erica Olsen
 Date: 2020.07.29 19:18:29 -06'00'

AWARD SET

Print Date: 7/29/20		File Name: STORM PLAN AND PROFILE.DWG		Project No./Code	
Horiz. Scale: As Noted		Vert. Scale: As Noted		STU M040-031	
Unit Information		Unit Leader Initials		21175	
Sheet Elicit: Mendocino Inc.		Sheet: 21175		Sheet Number	
Scale: 1"=40'-0"		Date: 7/29/20		Sheet: 21175	
Drawn: J. Olsen		Checked: J. Olsen		Sheet: 21175	
Designed: J. Olsen		Reviewed: J. Olsen		Sheet: 21175	
As Constructed		No Revisions:		Sheet: 21175	
Revised:		Void:		Sheet: 21175	
Colorado Department of Transportation		Region 1		Sheet: 21175	
ARVADA		2000 S Holly St. Denver, CO 80222		Sheet: 21175	
Colorado Department of Transportation		Region 1		Sheet: 21175	
RALSTON ROAD RECONSTRUCTION		UPHAM STREET TO YUKON STREET		Sheet: 21175	
STORM DRAINAGE PLAN AND PROFILE		Sheet: 21175		Sheet: 21175	

**COLORADO DEPARTMENT OF TRANSPORTATION
CONTRACT MODIFICATION ORDER**

Project No.	STU M040-031	Project code	21175
Location Ralston Road Reconstruction - Upham St to Yukon St			
Date	9/15/20	Project order No.	009

Contractor	T&M Construction	Estimated cost to project	☒ Increase ☐ Decrease \$ 8,783.80
Complete address	5605 N. Peterson Rd. Sedalia, CO 80135	Total additional days allowed to complete work	1
Modification title		FHWA PoDI ☐ yes ☒ no	

CMO 009 – Ralston EB 5 Foot Traffic Shift

Your contract is hereby modified to shift traffic approx. 5 Ft to the North for Curb, gutter and sidewalk installation. This includes a shift in the outside EB Lane on the South side of Ralston Rd.

All work shall be done in accordance with the 2017 Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, project plans, project special provisions, and as directed by the Project Engineer.

The following items are hereby modified as follows:

Add the following Pay Items:

Item No.	Description	Quantity	Unit	Unit Price	Total
202-00250	Removal of Pavement Marking	1055	SF	\$3.00	\$3,165.00
202-05026	Saw Cutting Asphalt Mat (Machine)	585	LF	\$2.75	\$1,608.75
626-00000	Mobilization (Traffic Shift)	1	LS	\$1,155.00	\$1,155.00
Total: +\$5,928.75					

Increase the following Pay Items:

Item No.	Description	Quantity	Unit	Unit Price	Total
627-00011	Pavement Marking Paint (Waterborne)	12	DY	\$150.00	\$1,800.00
630-00000	Traffic Control (Spec)(w/o Patching)	1	DY	\$1,055.05	\$1,055.05
Total: +\$2,855.05					

Total for Contract Modification Order 009: \$8,783.80

One working day is being added to the contract for this change.

Should federal funds not be available to cover these additional costs, or the FHWA decides not to participate, the City of Arvada agrees to provide the required funds.

The City of Arvada approves this Change Order by signing below.

I accept this order, for work to be performed and prices on which payment is to be based.

REQUIRED IN ACCORDANCE WITH INSTRUCTIONS IN CDOT'S CONSTRUCTION MANUAL		REQUIRED FOR ALL CHANGE ORDERS	
Approved by FHWA Operations Engineer:	Date	Authorized by Project Engineer: Christopher Lisberg	Date 9/16/2020
OPTIONAL		Contractor representative:	Date 9/16/2020
Approved by Region Transportation Director:	Date	Approved by Resident Engineer:	Date
		☐ Participating ☐ Non-participating ☐ Participation as noted	
		Approved funding by Region Program Engineer:	Date

Previous editions are obsolete and may not be used

CDOT Form #90 06/19

10/07/2020

DEVICE TABULATION:		
INFO SIGN (B)	4	
ROAD WORK AHEAD (B)	10	
RIGHT LANE CLOSED AHEAD (B)	4	
SPEED LIMIT 30 MPH (C)	4	
WORK ZONE PLAQUES (A)	4	
TRANSITION (B)	4	
TWO-WAY TRAFFIC (B)	2	
REVERSE CURVE LEFT (B)	4	
REVERSE CURVE RIGHT (B)	3	
ROAD CLOSED AHEAD (B)	3	
DETOUR AHEAD (B)	3	
DETOUR L & R ARROW (B)	2	
ROAD CLOSED TO THRU TRAFFIC (B)	3	
RIGHT DETOUR ARROW (B)	3	
NO LEFT TURN (A)	6	
NO RIGHT TURN (A)	2	
KEEP RIGHT (A)	8	
DETOUR LEFT (A)	8	
OLD WADSWORTH BLVD. PLAQUE (A)	1	
DETOUR RIGHT (A)	6	
DETOUR STRAIGHT (A)	3	
END DETOUR (A)	1	
END ROAD WORK (B)	2	
END FINES DOUBLE (C)	2	
T+M THANKS YOU (B)	2	
(BUSINESS OPEN DURING CONSTRUCTION) (A)	9	
VMB	2	
TYPE 3 BARRICADE	7	
ARROW BOARD	2	
BARRELS	+/- 250	



MHT #3A
RALSTON ROAD TWO-WAY TRAFFIC
ALIGNMENT 2
PHASE 3
RMS #R20-11-1
PAGE 1 OF 4



* WORKERS SHALL NOT ACCESS THE WORK AREAS BY CROSSING ROADWAYS (LIVE LANES OF TRAFFIC) UNLESS A FLAGGER(S) ARE PRESENT TO STOP TRAFFIC OR CROSSING AT DESIGNATED PEDESTRIAN CROSS WALKS.

A 4" WHITE STRIPE WILL BE USED ALONG THE SHOULDER EDGE OF THE CLOSURE, AND 10' OF TRAVEL LANE WILL BE MAINTAINED IN ALL DIRECTIONS AT ALL TIMES.

***OLD WADSWORTH, VANCE STREET, & UPHAM STREET CLOSURES SHOWN ON PAGE 2, DETOURS SHOWN ON PAGE 3.**

WORK ZONE

100'

END ROAD WORK

100'

END FINES DOUBLE IN WORK ZONE

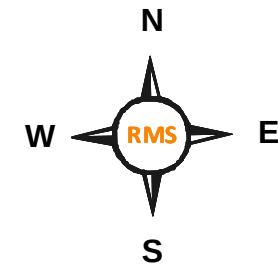
100'

T+M CONSTRUCTION THANKS YOU



← WB TRAFFIC

→ EB TRAFFIC



MHT NOT TO SCALE

MUTCD TA-33, 19, 20
MS CASE # 8

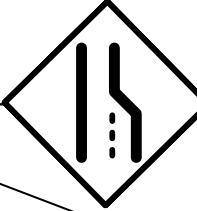
ROAD WORK AHEAD SIGNS WILL BE PLACED 100' PRIOR TO WORK ZONE ON ALL MAJOR SIDE STREETS ENTERING THE WORK ZONE.

THESE SIGNS WILL BE DOUBLE POSTED WHERE SPACE IS AVAILABLE

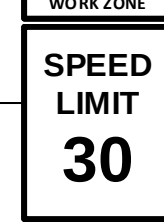
1ST BARREL IN MERGING



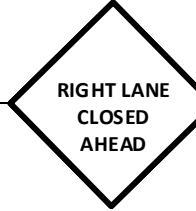
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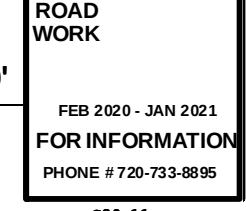
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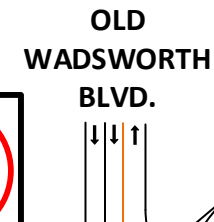
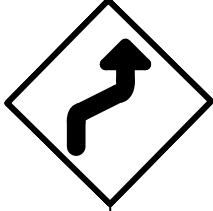


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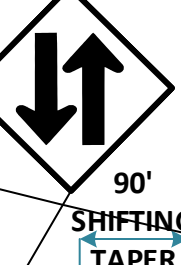
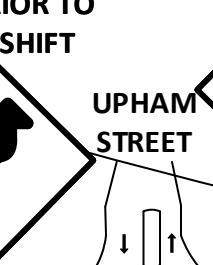
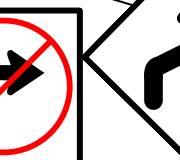
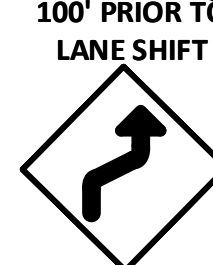
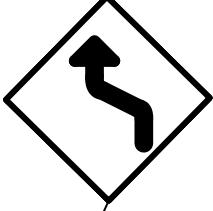


100' PRIOR TO TWO-WAY TRAFFIC

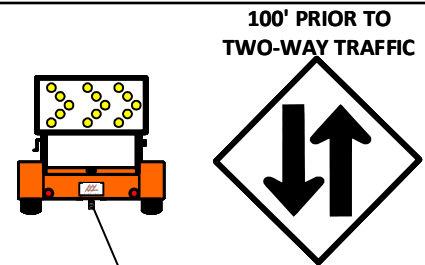
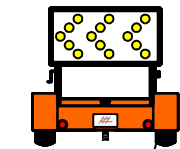
100' PRIOR TO LANE SHIFT



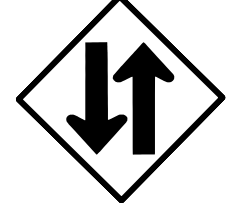
100' PRIOR TO LANE SHIFTS



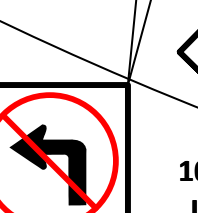
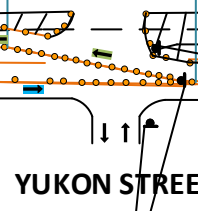
90' SHIFTING TAPER



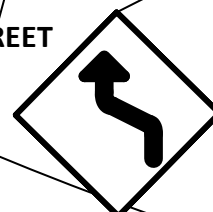
100' PRIOR TO TWO-WAY TRAFFIC



225' SHIFTING TAPER



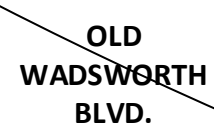
100' PRIOR TO LANE SHIFTS



YUKON STREET

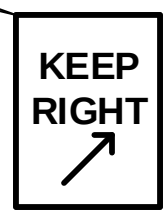
180' MERGING TAPER

90' 120' SHIFTING TAPERS



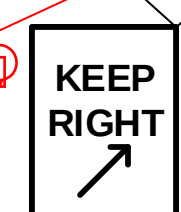
T+M WILL PROVIDE THESE SIGNS.

WEBSTER STREET

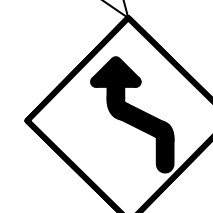
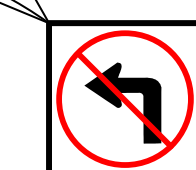


T+M WILL PROVIDE THESE SIGNS.

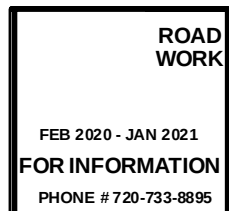
90' 120' SHIFTING TAPERS



175' SHIFTING TAPER



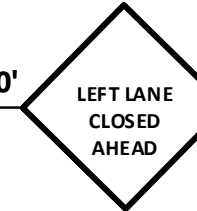
100' PRIOR TO LANE SHIFTS



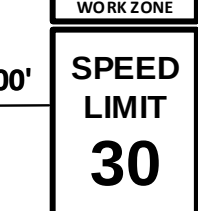
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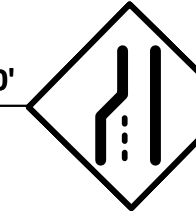
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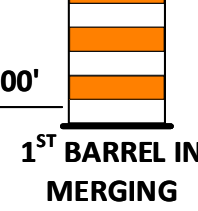
100'



100'



100'



1ST BARREL IN MERGING TAPER

THESE SIGNS WILL BE DOUBLE POSTED WHERE SPACE IS AVAILABLE

TEMP STRIPING WILL BE 4" WIDE YELLOW STRIPE, 4" SPACE, 4" YELLOW STRIPE.

COLORADO DEPARTMENT OF TRANSPORTATION CONTRACT MODIFICATION ORDER		Project No. STU M040-031	Project code 21175
		Location Ralston Road Reconstruction - Upham St. to Yukon St.	
		Date 10/22/20	Project order No. 010
Contractor T&M Construction		Estimated cost to project ☒ Increase ☐ Decrease \$ 7,297.43	
Complete address 5605 N. Peterson Rd. Sedalia, CO 80135		Total additional days allowed to complete work 0	FHWA PoDI ☐ yes ☒ no
Modification title CMO 010 - Revised Sidewalk Chase Drains			

Your contract is hereby modified to revise some of the Sidewalk Chase Drain items that were designed as a 4"x6" chase drains in the plans to meet differing field conditions. The chase drains located at Stations 18+45 and 19+38 Lt. will be revised to a Sidewalk Chase Drain (Lakewood) (detail attached). A plan sheet showing the chase drain locations that are impacted is also attached.

Payment will be made on a force account basis per section 109.05 for the chase drain materials that were purchased and can not be incorporated into the project due to field requirements which includes 32 lf of 4"x6" chase drain and 16 lf of 6"x8" section of chase drain. And, a new pay item for the Sidewalk Chase Drain (Lakewood) is added below for the two remaining chase drain locations.

All work shall be done in accordance with the 2017 Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, project plans, project special provisions, and as directed by the Project Engineer.

Add the following Pay Item:

Item No.	Description	Quantity	Unit	Unit Price	Total
608-10010	Sidewalk Chase Drain (Lakewood)	32	LF	\$287.50	+\$8,912.50

Deduct the following amount:

Item No.	Description	Quantity	Unit	Unit Price	Total
608-10010	Sidewalk Chase Drain	32	LF	\$98.00	-\$3,038.00
				Subtotal:	\$5,874.50

Force Account costs for materials only - Additional: \$1,422.93

Total additional cost for Contract Modification Order 010: **\$7,297.43**

The 32' of 4"x6" and the 16' of 6"x8" chase drain materials will be purchased and used by the City of Arvada (estimated cost \$1,422.93) and therefore do not expect CDOT's participation in this cost.

Should state funds not be available to cover the remaining additional CMO costs of \$5,874.50 to be incorporated into the project, or CDOT decides not to participate, the City of Arvada agrees to provide the required funds.

The City of Arvada approves this Change Order by signing below.

I accept this order, for work to be performed and prices on which payment is to be based.

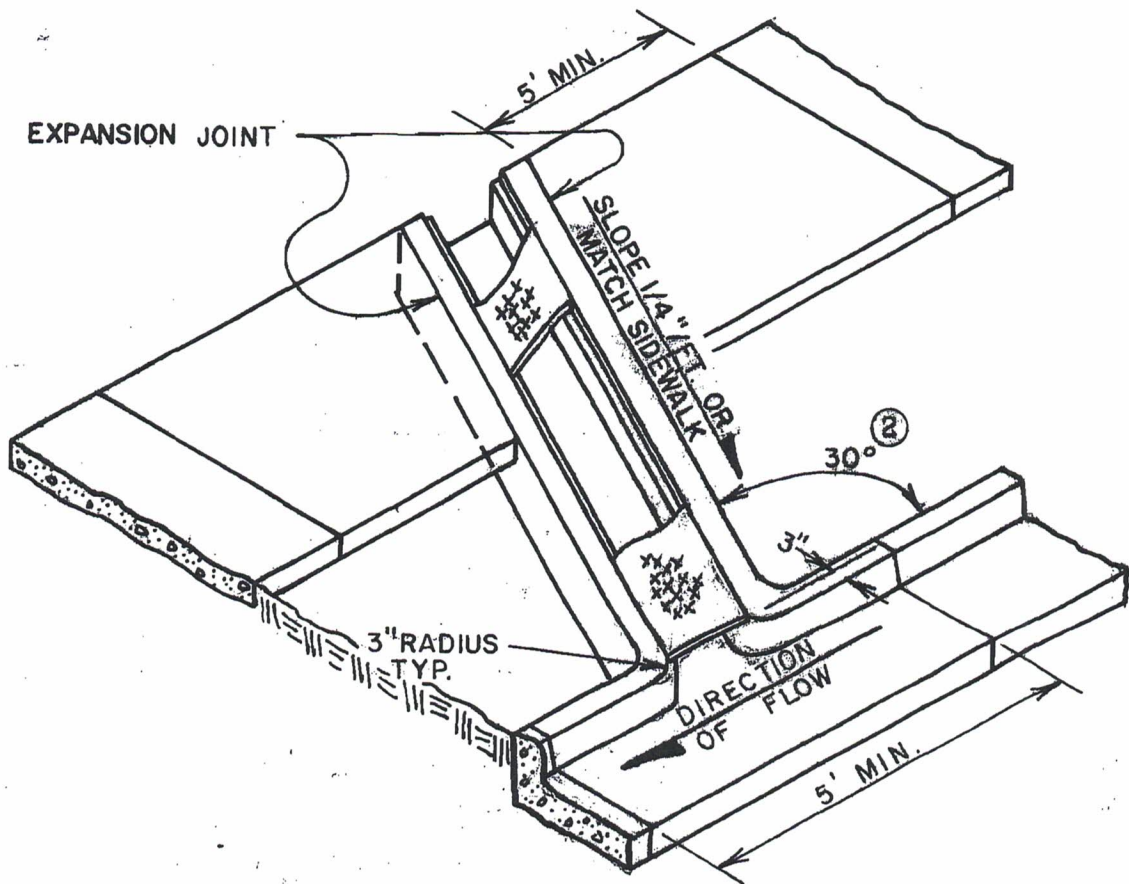
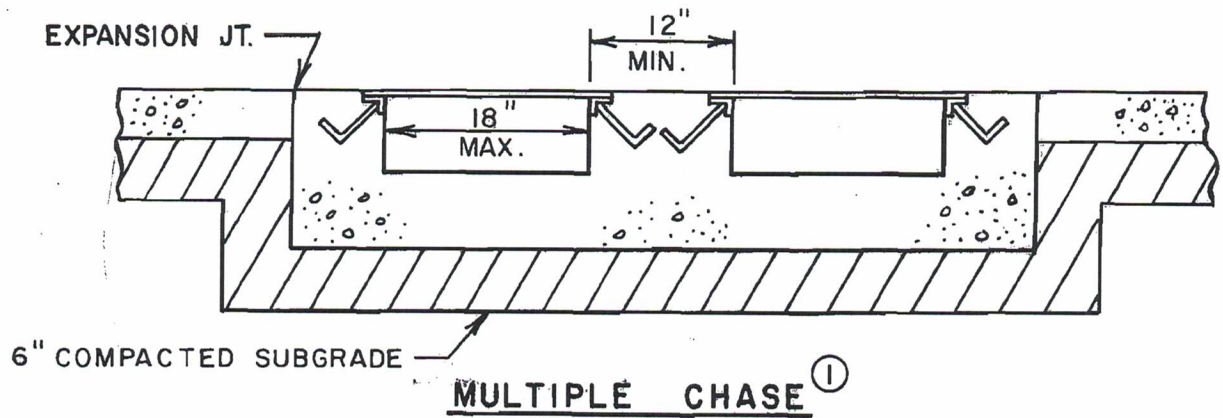
REQUIRED IN ACCORDANCE WITH INSTRUCTIONS IN CDOT'S CONSTRUCTION MANUAL		REQUIRED FOR ALL CHANGE ORDERS	
Approved by FHWA Operations Engineer:	Date	Authorized by Project Engineer:	Date
		<i>Chris Haley</i>	11/4/20
OPTIONAL		Contractor representative:	Date
Approved by Region Transportation Director:	Date	<i>[Signature]</i>	11/6/2020
		Approved by Resident Engineer:	Date
		☐ Participating ☐ Non-participating ☐ Participation as noted	
		Approved funding by Region Program Engineer:	Date

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CDOT Form #90 06/19

[Signature]

11-13-2020

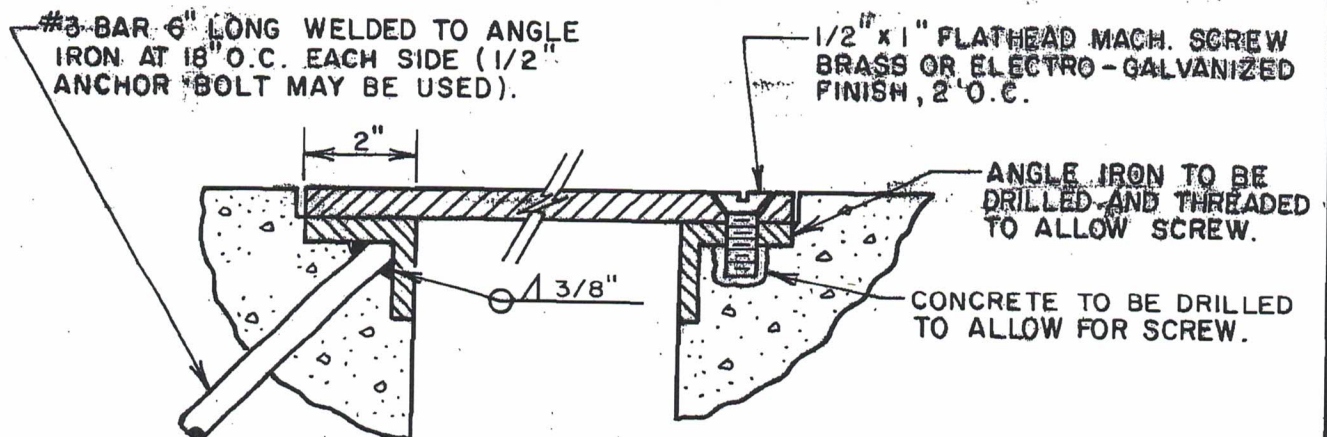
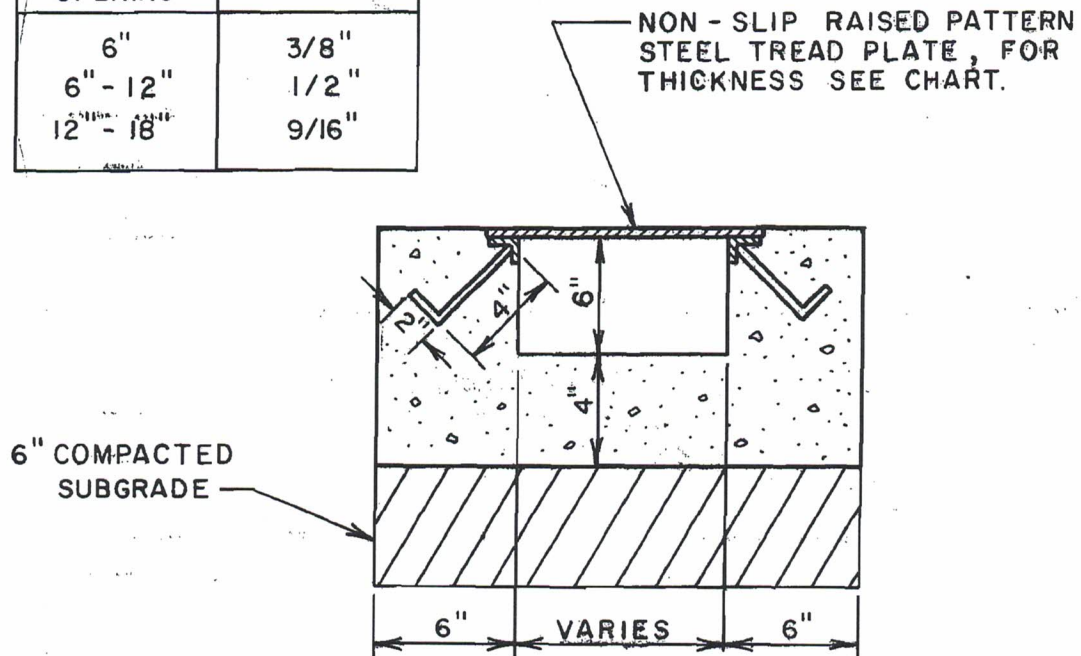


① MAX: 2 - 18" OPENINGS IN ONE LOCATION

② MAY BE 90° IN SOME CASES. DIMENSIONS TO BE INCLUDED IN DETAILED CONSTRUCTION PLANS.

APPROVED DIRECTOR OF PUBLIC WORKS	CITY OF LAKEWOOD, COLORADO DEPARTMENT OF PUBLIC WORKS DIVISION OF ENGINEERING	REVISIONS
APPROVED CITY ENGINEER	SIDEWALK CHASE	DESIGN STANDARD NO. 25-A

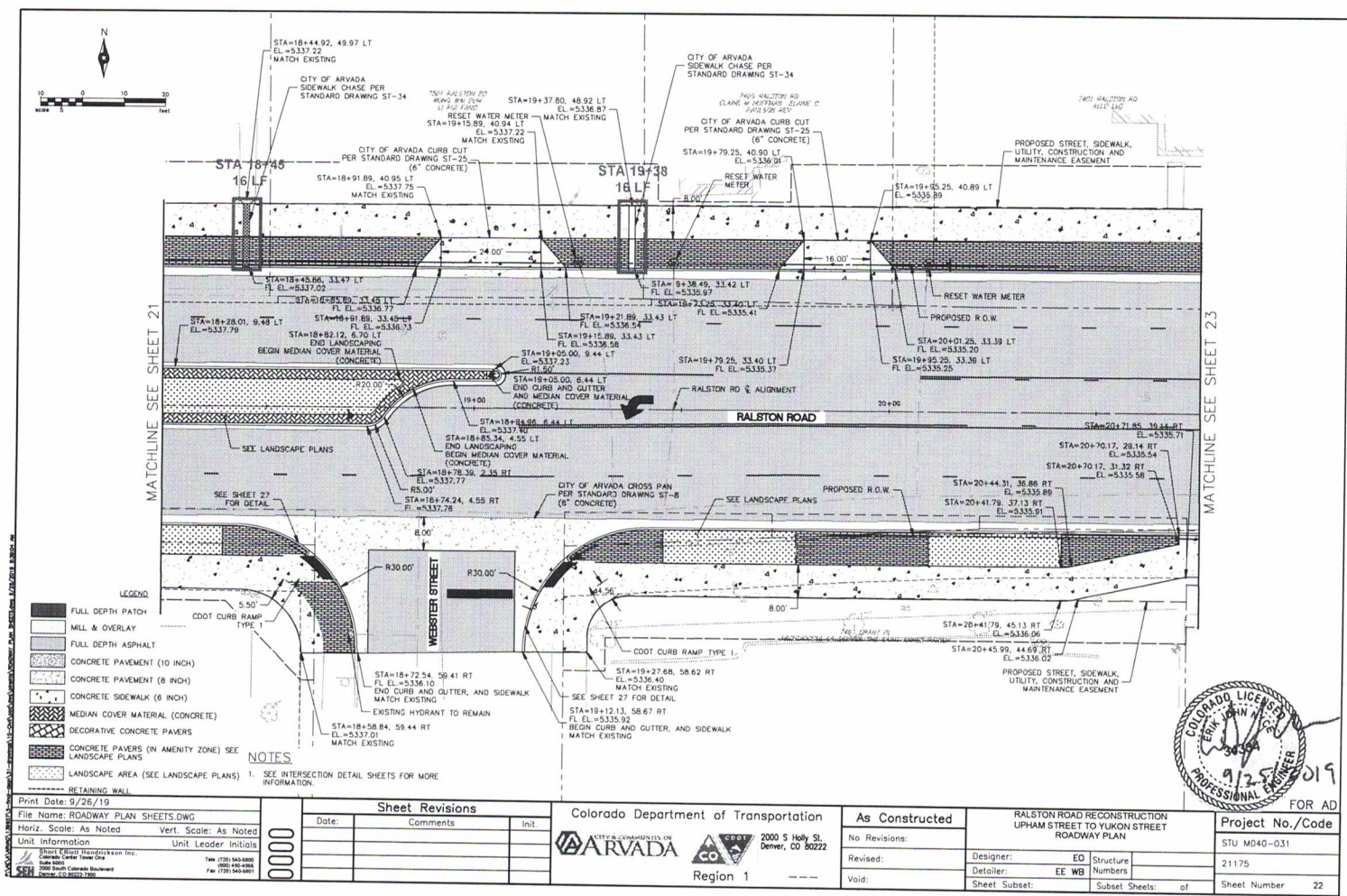
WIDTH OF OPENING	TREADPLATE THICKNESS
6"	3/8"
6" - 12"	1/2"
12" - 18"	9/16"



CHASE SECTION FORMING DETAIL

- SUBGRADE COMPACTION TO BE 95% OPTIMUM DENSITY IN ACCORDANCE WITH AASHTO T-99.
- CONCRETE SHALL BE CDOH CLASS B

APPROVED	CITY OF LAKEWOOD, COLORADO DEPARTMENT OF PUBLIC WORKS DIVISION OF ENGINEERING	REVISIONS
DIRECTOR OF PUBLIC WORKS		
APPROVED	SIDEWALK CHASE	DESIGN STANDARD NO.
CITY ENGINEER		25-B



- LEGEND**
- FULL DEPTH PATCH
 - MILL & OVERLAY
 - FULL DEPTH ASPHALT
 - CONCRETE PAVEMENT (10 INCH)
 - CONCRETE PAVEMENT (8 INCH)
 - CONCRETE SIDEWALK (8 INCH)
 - MEDIAN COVER MATERIAL (CONCRETE)
 - DECORATIVE CONCRETE PAVERS
 - CONCRETE PAVERS (IN AMENITY ZONE) SEE LANDSCAPE PLANS
 - LANDSCAPE AREA (SEE LANDSCAPE PLANS)
 - RETAINING WALL

NOTES

1. SEE INTERSECTION DETAIL SHEETS FOR MORE INFORMATION.

Print Date: 9/26/19
 File Name: ROADWAY PLAN SHEETS.DWG
 Horiz. Scale: As Noted Vert. Scale: As Noted
 Unit Information Unit Leader Initials
 Project Engineer: [Signature]
 Design Engineer: [Signature]
 Draftsman: [Signature]

Sheet Revisions		
Date	Comments	Init

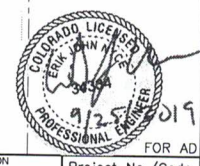
Colorado Department of Transportation

ARVADA CITY OF ARVADA

2000 S Holly St. Denver, CO 80222

Region 1

As Constructed	RALSTON ROAD RECONSTRUCTION UPHAM STREET TO YUKON STREET ROADWAY PLAN		Project No./Code
No Revisions:	Designer: EO	Structure:	STU M040-031
Revised:	Detailer: EE WB	Numbers:	21175
Valid:	Sheet Subset:	Subset Sheets: of	Sheet Number 22



COLORADO DEPARTMENT OF TRANSPORTATION CONTRACT MODIFICATION ORDER		Project No. STU M040-031	Project code 21175
		Location Ralston Road Reconstruction - Upham St. to Yukon St.	
		Date 10/26/20	Project order No. 011
Contractor T&M Construction		Estimated cost to project ☒ Increase ☐ Decrease \$ 8,911.80	
Complete address 5605 N. Peterson Rd. Sedalia, CO 80135		Total additional days allowed to complete work 0	FHWA PoDI ☐ yes ☒ no
Modification title CMO 011 - Addition of Portable Message Panels and Modification of Traffic Signal Controller			

Your contract is hereby modified to add pay items for Portable Message Panels and Modification of Traffic Signal Controller to the contract to accommodate the multiple closures of the Ralston and Olde Wadsworth intersection. The Portable Message Panel item includes the delivery, setup, and return of the portable message panels. The modification of Traffic Signal Controller item includes all modifications to the signal timing and detection at the Ralston and Olde Wadsworth signal during the closure and opening of the intersection.

The additional 40 days for the Portable Message Panel shall only be paid to the contractor after the portable message panel deployment exceeds 88 days as approved by the City of Arvada.

All work shall be done in accordance with the 2017 Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, project plans, project special provisions, and as directed by the Project Engineer.

The following items are hereby modified as follows:

Add the following Pay Item:

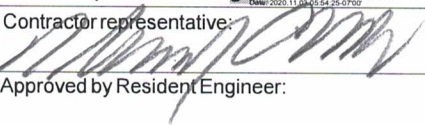
Item No.	Description	Quantity	Unit	Unit Price	Total
614-86900	Modification of Traffic Signal Controller	10	EA	\$517.50	\$5,175.00
630-80359	Portable Message Panel	40	DAY	\$93.42	\$3,736.80

Total for Contract Modification Order 011: \$8,911.80

Should state funds not be available to cover these additional costs, or CDOT decides not to participate, the City of Arvada agrees to provide the required funds.

The City of Arvada approves this Change Order by signing below.

I accept this order, for work to be performed and prices on which payment is to be based.

REQUIRED IN ACCORDANCE WITH INSTRUCTIONS IN CDOT'S CONSTRUCTION MANUAL		REQUIRED FOR ALL CHANGE ORDERS	
Approved by FHWA Operations Engineer:	Date	Authorized by Project Engineer: Christopher Lisberg Digitally signed by Christopher Lisberg DN: cn=US, email=chris.lisberg@arvada.org, ou=City of Arvada, cn=Christopher Lisberg Reason: I am the author of this document Date: 2020.11.03 05:54:25 -0700	Date 11/3/2020
OPTIONAL		Contractor representative: 	Date 11/4/2020
Approved by Region Transportation Director:	Date	Approved by Resident Engineer:	Date
		☐ Participating ☐ Non-participating ☐ Participation as noted Approved funding by Region Program Engineer:	
		Date	

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CDOT Form #90 06/19



11-13-2020

COLORADO DEPARTMENT OF TRANSPORTATION CONTRACT MODIFICATION ORDER		Project No. STU M040-031	Project code 21175
		Location Ralston Road Reconstruction - Upham St. to Yukon St.	
Contractor T&M Construction		Date 11/3/20	Project order No. 012
Complete address 5605 N. Peterson Rd. Sedalia, CO 80135		Estimated cost to project ☒ Increase ☐ Decrease \$ 9,081.50	Total additional days allowed to complete work 0
Modification title CMO 012 - Added Pull Boxes (Install Only) and Potholing		FHWA PoDI ☐ yes ☒ no	

Your Contract is hereby modified to add a pay item for Pull Box (Install Only) to include large pull box installations for the added "2" Signal Interconnect Electrical Conduit (Install Only)." The City of Arvada will be supplying two 24x36x24 pull boxes and one 30x48x36 pull box. See attached drawing for locations. T&M, or their subcontractor, will be performing the installation of these Pull Boxes. In addition, this CMO will increase the quantity for the contract potholing pay item. The added potholing is estimated to take 22 hours for added potholing for the traffic signal installation and 32 hours for the future lighting installation.

All work shall be done in accordance with the 2017 Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, the project plans, project specifications and as directed by the Engineer.

The following items are hereby modified as follows:

Add the following Pay Items:

Item No.	Description	Quantity	Unit	Unit Price	Total
613-07199	Pull Box (Install Only)	3	EA	\$912.50	\$2,737.50

Increase the following Pay Items:

Item No.	Description	Quantity	Unit	Unit Price	Total
203-01597	Potholing	52	HR	\$122.00	\$6,344.00

Total for Contract Modification Order 012: \$9,081.50

This change does not affect the critical path, therefore, this CMO does not impact the contract time.

Should Federal funds not be available to cover these additional costs, or the FHWA decides not to participate in these costs, the Local Agency agrees to provide the required funds.

The City of Arvada approves this Change Order by signing below.

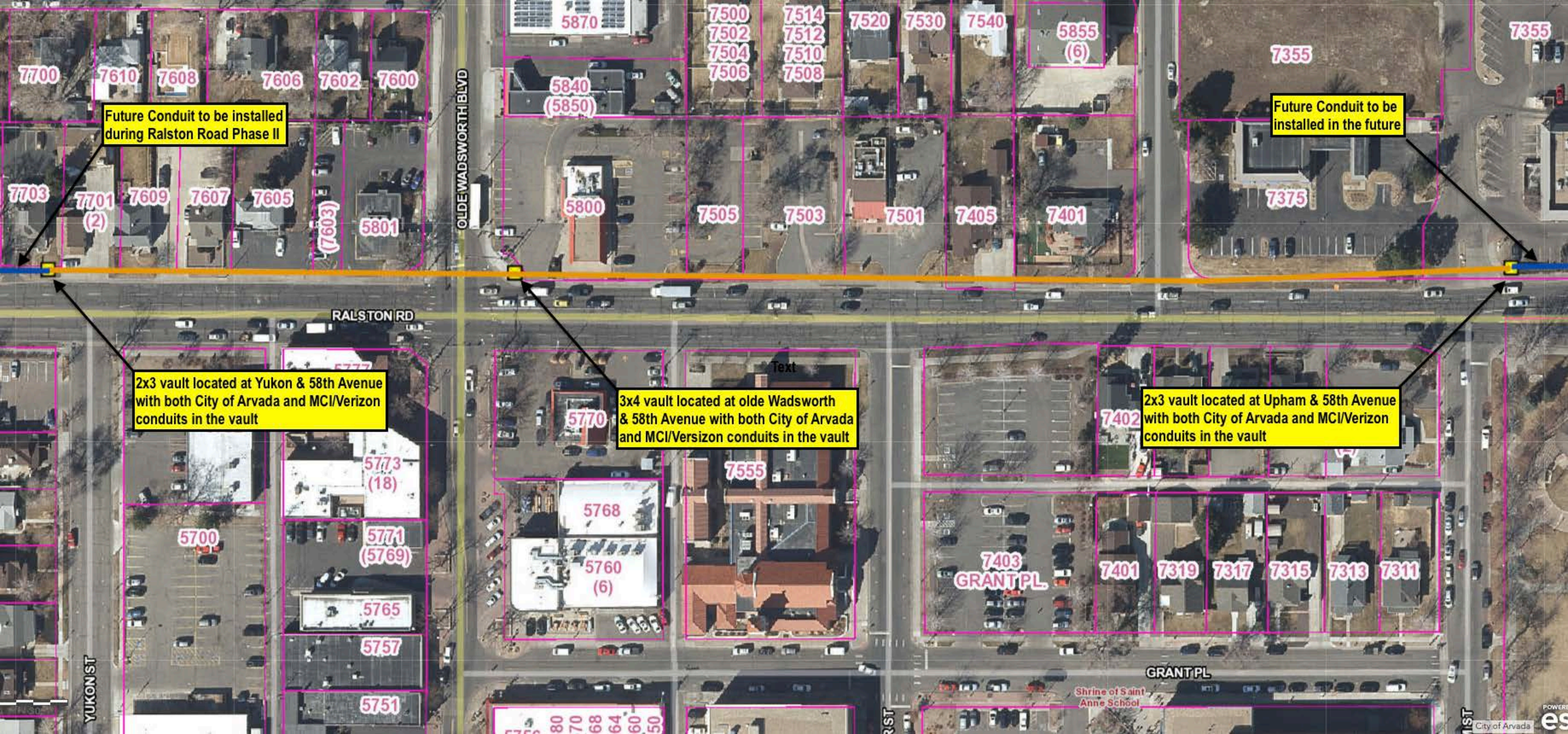
I accept this order, for work to be performed and prices on which payment is to be based.	
REQUIRED IN ACCORDANCE WITH INSTRUCTIONS IN CDOT'S CONSTRUCTION MANUAL Approved by FHWA Operations Engineer: _____ Date _____ OPTIONAL Approved by Region Transportation Director: _____ Date _____	REQUIRED FOR ALL CHANGE ORDERS Authorized by Project Engineer: <i>Chris Haley</i> Date 11/11/20 Contractor representative: <i>[Signature]</i> Date 11/12/20 Approved by Resident Engineer: _____ Date _____ ☐ Participating ☐ Non-participating ☐ Participation as noted Approved funding by Region Program Engineer: _____ Date _____

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CDOT Form #90 06/19

[Signature]

11-13-2020



Future Conduit to be installed during Ralston Road Phase II

Future Conduit to be installed in the future

2x3 vault located at Yukon & 58th Avenue with both City of Arvada and MCI/Verizon conduits in the vault

3x4 vault located at olde Wadsworth & 58th Avenue with both City of Arvada and MCI/Versizon conduits in the vault

2x3 vault located at Upham & 58th Avenue with both City of Arvada and MCI/Verizon conduits in the vault

Text

COLORADO DEPARTMENT OF TRANSPORTATION CONTRACT MODIFICATION ORDER		Project No. STU M040-031	Project code 21175
		Location Ralston Road Reconstruction - Upham St. to Yukon St.	
		Date 11/3/20	Project order No. 013
Contractor T&M Construction		Estimated cost to project ☒ Increase ☐ Decrease \$ 3,577.53	
Complete address 5605 N. Peterson Rd. Sedalia, CO 80135		Total additional days allowed to complete work 0.5	FHWA PoDI ☐ yes ☒ no
Modification title CMO 013 - Addition of Temporary Left Turn Lane at Olde Wadsworth Blvd.			

Your Contract is hereby modified to add items for a Westbound left turn lane while the Ralston traffic is in the temporary configuration of being shifted to the south side of the road. The added temporary left turn lane will be located on the east side of the intersection at Olde Wadsworth Blvd. and Ralston Road.

All work shall be done in accordance with the 2017 Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, the project plans, project specifications and as directed by the Engineer.

The following items are hereby modified as follows:

Added Pay Item:

Item No.	Description	Quantity	Unit	Unit Price	Total
630-86801	Traffic Signal (Temp)(Add Lt Turn)	1	LS	\$2,300.00	\$2,300.00
					Total: +\$2,300.00

Increase the following Pay Items:

Item No.	Description	Quantity	Unit	Unit Price	Total
627-00011	Pavement Marking Paint (Waterborne)	5	GAL	\$150.00	\$750.00
630-00000	Traffic Control (w/o Patching)	0.5	DAY	\$1,055.05	\$527.53
					Total: +\$1,277.53

Total for Contract Modification Order 013: **\$3,577.53**

This change order does affect the critical path. 0.5 Working Day will be added to the contract for this revision.

Should Federal funds not be available to cover these additional costs, or the FHWA decides not to participate in these costs, the Local Agency agrees to provide the required funds.

The City of Arvada approves this Change Order by signing below.

I accept this order, for work to be performed and prices on which payment is to be based.

REQUIRED IN ACCORDANCE WITH INSTRUCTIONS IN CDOT'S CONSTRUCTION MANUAL		REQUIRED FOR ALL CHANGE ORDERS	
Approved by FHWA Operations Engineer:	Date	Authorized by Project Engineer: Christopher Lisberg Digitally signed by Christopher Lisberg DN: cn=US, email=chrislisberg@arvada.org, ou=Public Works, ou=City of Arvada, cn=Christopher Lisberg Reason: I am the original signatory Date: 2020.11.03 11:05:21 -0700	Date 11/11/20
OPTIONAL		Contractor representative:	Date 11/12/20
Approved by Region Transportation Director:	Date	Approved by Resident Engineer:	Date
		☐ Participating ☐ Non-participating ☐ Participation as noted	
		Approved funding by Region Program Engineer:	Date

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CDOT Form #90 06/19

Signature

11-13-2020

COLORADO DEPARTMENT OF TRANSPORTATION CONTRACT MODIFICATION ORDER		Project No. STU M040-031	Project code 21175
		Location Ralston Road Reconstruction - Upham St. to Yukon St.	
		Date 11/09/20	Project order No. 014
Contractor T&M Construction		Estimated cost to project ☒ Increase ☐ Decrease \$ 6,540.00	
Complete address 5605 N. Peterson Rd. Sedalia, CO 80135		Total additional days allowed to complete work 0	FHWA PoDI ☐ yes ☒ no
Modification title CMO 014 - Revision of Arvada Monument Sign			

Your Contract is hereby modified to replace plan sheets in the bid plans that include design revisions of the Arvada Monument sign at the South East corner of Ralston Rd and Old Wadsworth Blvd. The revisions on the East side are from STA 15+37 to STA 15+70. The original plan sheets #20 and #26 will be replaced with the respective revised plan sheets #20X, #26X, and #26B and this revision is called out as Revision #3.

All work shall be done in accordance with the 2017 Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, the project plans, project specifications and as directed by the Engineer.

Add the following Pay Items:

Item No.	Description	Quantity	Unit	Unit Price	Total
900-00014	Monument Sign Stonework	1	LS	\$6,133.50	\$6,133.50

Total for Contract Modification Order 014: \$6,133.50

This change does not affect the critical path, therefore, this CMO does not impact the contract time.

Should Federal funds not be available to cover these additional costs, or the FHWA decides not to participate in these costs, the Local Agency agrees to provide the required funds.

The City of Arvada approves this Change Order by signing below.

I accept this order, for work to be performed and prices on which payment is to be based.			
REQUIRED IN ACCORDANCE WITH INSTRUCTIONS IN CDOT'S CONSTRUCTION MANUAL		REQUIRED FOR ALL CHANGE ORDERS	
Approved by FHWA Operations Engineer:	Date	Authorized by Project Engineer:	Date 11/24/20
OPTIONAL Approved by Region Transportation Director: Date		Contractor representative:	Date 11/25/20
		Approved by Resident Engineer:	Date
		☐ Participating ☐ Non-participating ☐ Participation as noted Approved funding by Region Program Engineer: Date	

Previous editions are obsolete and may not be used

CDOT Form #90 06/19

Jim 2020-12-18

COLORADO DEPARTMENT OF TRANSPORTATION SPEED MEMO

Project No.:
15-ST-30 (CDOT Project
No. STU M040-031)

Project Code (SA#)
21175

Location:
Ralston Road Reconstruction

MESSAGE

To: Tom Andreas, T&M Construction

Date: 11/9/20

Subject:

Authorization to Start Work – CMO 014 Revision of Arvada Monument Sign

You are authorized to start work on the Arvada Monument Sign reconstruction per the attached revised and added plan sheets. The revisions are from STA 15+37 to STA 15+70. Replace plan sheets in the bid plans that show design revisions of the Arvada Monument sign at the South East corner of Ralston Rd and Old Wadsworth Blvd. The original plan sheets #20 and #26 will be replaced with the respective revised plan sheets #20X, #26X, and #26B and this revision is called out as Revision #3.

All work shall be done in accordance with the 2017 Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, the project plans, project specifications and as directed by the Engineer.

The following item is added:

Add the following Pay Items:

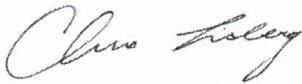
Item No.	Description	Quantity	Unit	Unit Price	Total
900-00014	Monument Sign Stonework	1	LS	\$6,133.50	\$6,133.50

Total for Contract Modification Order 014: \$6,133.50

This item will be added to the original Item #210-00812 – Reset Arvada Corner Monument Sign

No added days are being included for this change.

Signed



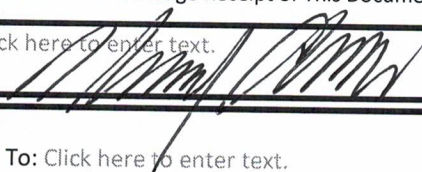
DWICK

Digitally signed by DWICK
DN: E=dwick@arvada.org, CN=DWICK,
OU=H&B, OU=PW, DC=SYS,
DC=ARVADA, DC=ORG
Date: 2020.11.11 10:35:13 -0700

Title: Project Engineer

By Signing Below I Acknowledge Receipt of This Document

Signed: Click here to enter text.



Title: Click here to enter text.

PROJECT MANAGER

REPLY

To: Click here to enter text.

Date: Click here to enter text.

Click here to enter text.

Signed: Click here to enter text.

Title: Click here to enter text.

Distribution:

Contractor
Resident Engineer
Project Engineer

CDOT Form 105 5/10



CHANGE ORDER NO. 14

Date: November 9th, 2020

Project Number: STU M040-031

Project Code: 21175

Location: Ralston Road Reconstruction – Upham St to Yukon St

To: Gian Garufo
Civil Engineer Project Manager I
CDOT - Region 1 - Local Agency Unit
2829 W Howard Pl., 2nd Fl., Denver, CO 80204

From: Chris Lisberg,
City of Arvada - Transportation Design Manager
8101 Ralston Road
Arvada, CO 80002
720-898-7645
clisberg@arvada.org

Subject: CMO 014 – Revision of Arvada Monument Sign

This change order is written to replace plan sheets in the bid plans to include design revisions of the Arvada Monument sign at the South East corner of Ralston Rd and Old Wadsworth Blvd. The revisions are from STA 15+37 to STA 15+70. The original plan sheets #20 and #26 will be replaced with the respective revised plan sheets #20X, #26X, and #26B.

The plans called for the Arvada Monument sign to be reset (Bid item 210-00812 Reset Arvada Corner Monument Sign) on the South East corner of Ralston Rd and Olde Wadsworth Blvd. T&M exposed the existing sign base and discovered that the monument sign did not have a formal foundation and the sign was poured on top of an existing 18" pipe that was partially encased by the free-formed concrete footing. The contractor and designer explored ways to lift the existing sign and install it onto a new base with dowels but there were concerns about how to accomplish this and if the original construction of the monument sign would withstand this method of removing and replacing. Additionally, the costs to lift the sign and set it were exceeding reconstruction of the sign.

Arvada worked with the engineer of record, SEH, and the contractor to design the monument sign structure. This redesign for the monument sign is shown in the revised plan sheets #20X, 26X, and 26B that are incorporated into the plans and are attached to the form #90 for this CMO.

The original Item #210 – Reset Arvada Corner Monument cover all the costs for this change except for placing stonework on the monument sign. Therefore, an item #900-00014 – “Monument Sign Stonework” will be added to the contract to incorporate the addition of stonework on the reset monument sign.

Added Pay Item and cost Analysis:

Measurement and Payment for this work will be in accordance with the plans and specifications for existing contract bid items.

Item #900-00014 – “Monument Sign Stonework” – The Contractor (T&M) is proposing a lump sum price of \$6,133.50 for placing stonework on the reconstructed monument sign. To analyze this proposed price, we measured that the square footage of stonework on the front and back of the sign is 109 sf. In researching Cost Data

Book history, the item used for comparison is #601-40005 Cut Stone Veneer (See Attachment A for Cost Data Book Sheets.) In 2019 there was only one project that had a much larger quantity of 4000 sf and the average bid price was \$65.17, and the awarded price was \$60. There were no projects in 2018 and in 2017 there was only one project at 116 sf, and the Awarded Price was \$85, and the Average bid price was \$72.50 – both higher than the 2019 project. Using the 2019 cost data information because it is the lowest and most conservative at \$60 times 109 sf the total is \$6540.00 (See Attachment B for calculations.) Using the 2017 price for a smaller quantity would even justify a higher price. Therefore, the lump sum price for \$6133.50 for Monument Sign Stonework seems reasonable.

The following pay item will be added:

Item #900-00014 - "Monument Sign Stonework" - 1 LS - \$6,133.50

This CMO does not affect the critical path; therefore, there is no change in time to the contract.

The Contractor was authorized to start this work by Fm. 105 issued on 11/09/2020 (See Attachment C).

This change order has been discussed with CDOT Region 1 Local Agency Representative, Gian Garufo at weekly meetings prior to submitting this CMO.

Thanks,



Chris Lisberg
Project Engineer

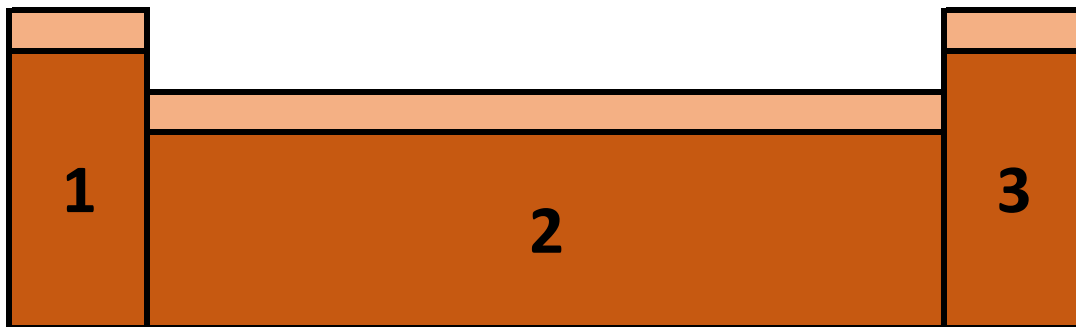
Attachments:

Attachment #A – CDOT Cost Data Sheets from 2019 and 2017
Attachment #B – Calculation of Square Feet and Cost
Attachment #C – Fm #105 Authorizing work to begin

PROJECT NUMBER	ITEM NUMBER/ PROJECT LOCATION	ITEM DESCRIPTION/ PROJECT LOCATION	DATE LET	UNIT/ QUANTITY	ENGR. EST.	AVERAGE BID	AWARDED BID
===== 601-06150	Conc (Patching)			Sq Foot	=====		
STA0504-905		US50C - 23RD LANE DRAINAGE IM 11/14/19		377.00	65.00	10.00	10.00
	WEIGHTED AVERAGE FOR THE FOURTH QUARTER			377.00	65.00	10.00	10.00
	WEIGHTED AVERAGE FOR THE YEAR			509.00	89.57	50.21	64.53
===== 601-06164	Conc (Patching) (Fast Curing)			Cubic Yard	=====		
NHPP160A-030		US160 MM 43.2, 150.4, 156.3, 06/20/19		1.00	7000.00	9750.00	17000.00
	WEIGHTED AVERAGE FOR THE SECOND QUARTER			1.00	7000.00	9750.00	17000.00
	WEIGHTED AVERAGE FOR THE YEAR			1.00	7000.00	9750.00	17000.00
===== 601-06404	Concrete (UHPC)			Cubic Foot	=====		
FBR0341-087		US 34 OVER NORTH FORK CO RIVE 01/10/19		920.00	380.00	309.75	390.94
	WEIGHTED AVERAGE FOR THE FIRST QUARTER			920.00	380.00	309.75	390.94
	WEIGHTED AVERAGE FOR THE YEAR			920.00	380.00	309.75	390.94
===== 601-10310	Fly Ash Slurry			Cubic Yard	=====		
ER072A-040 NHPP072A-041		PR SH72A FLOOD PERMANENT REPA 01/31/19 PR SH72A FLOOD PERMANENT REPA		40.00	300.00	237.83	120.00
	WEIGHTED AVERAGE FOR THE FIRST QUARTER			40.00	300.00	237.83	120.00
	WEIGHTED AVERAGE FOR THE YEAR			40.00	300.00	237.83	120.00
===== 601-40005	Cut Stone Veneer			Sq Foot	=====		
ER119A-065 STA119A-069		PR SH 119A BOULDER CANYON 01/03/19 SH 119: NEDERLAND - EAST		4,092.00	62.00	65.17	60.00
	WEIGHTED AVERAGE FOR THE FIRST QUARTER			4,092.00	62.00	65.17	60.00
	WEIGHTED AVERAGE FOR THE YEAR			4,092.00	62.00	65.17	60.00

PROJECT NUMBER	ITEM NUMBER/ PROJECT LOCATION	ITEM DESCRIPTION/ PROJECT LOCATION	DATE LET	UNIT/ QUANTITY	ENGR. EST.	AVERAGE BID	AWARDED BID
===== 601-25730 Precast Deck Panel (3 In) Sq Yard =====							
ER0341-090		PR US 34 BIG THOMPSON CANYON	09/01/17	83.00	207.00	180.00	180.00
	WEIGHTED AVERAGE FOR THE THIRD QUARTER			83.00	207.00	180.00	180.00
	WEIGHTED AVERAGE FOR THE YEAR			83.00	207.00	180.00	180.00
===== 601-40005 Cut Stone Veneer Sq Foot =====							
BR0252-449		I-25 Woodmen NB	03/02/17	116.00	71.00	72.50	85.00
	WEIGHTED AVERAGE FOR THE FIRST QUARTER			116.00	71.00	72.50	85.00
	WEIGHTED AVERAGE FOR THE YEAR			116.00	71.00	72.50	85.00
===== 601-40300 Struct Conc Coating Sq Yard =====							
NHPP 0701-230		Midpoint WB Bore	03/02/17	4,750.00	30.00	68.71	50.80
	WEIGHTED AVERAGE FOR THE FIRST QUARTER			4,750.00	30.00	68.71	50.80
NHPP0703-433		EJMT S Bore Barrier, Handrail	04/13/17	3,880.00	10.00	17.54	11.00
NHPP0704-240		Package C (I-70 and I-25) Bri	04/27/17	59.00	7.00	35.75	26.00
	WEIGHTED AVERAGE FOR THE SECOND QUARTER			3,939.00	9.96	17.67	11.22
===== 601-40400 Struct Conc Stain Sq Yard =====							
ER0341-089		PR US 34 Big Thompson Canyon	03/17/17	1,765.00	25.00	25.00	25.00
	WEIGHTED AVERAGE FOR THE FIRST QUARTER			1,765.00	25.00	25.00	25.00

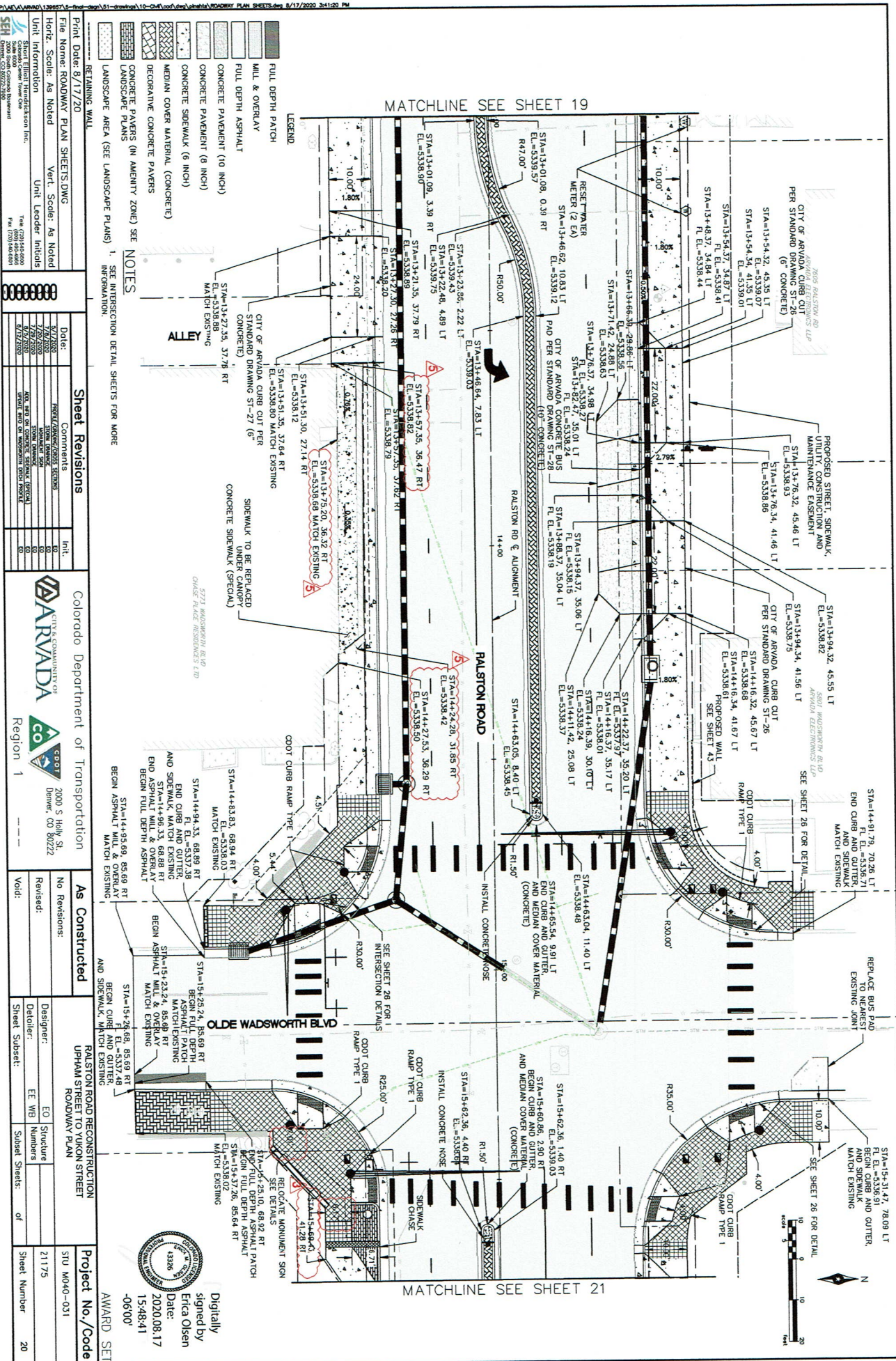
**Ralston Rd Reconstruction
CMO 014 Arvada Sign**



Front Wall Face SF			
#	<u>Length (In)</u>	<u>Width (In)</u>	<u>Square Ft</u>
1	53	25	9.20
2	48	108	36.00
3	53	25	9.20

Front Wall Face SF:	54.40
x2 (For Back of Wall):	x2
Total SF:	108.81
Round to:	109
2019 CDB Price:	\$60.00/SF

Total Cost for Wall:	\$6,540.00
-----------------------------	-------------------



Print Date: 8/17/20	File Name: INTERSECTION DETAIL SHEETS.DWG
Unit Information: Unit: Feet, Scale: As Noted	Unit: Feet, Scale: As Noted
Project: 2000 S Hwy 10, Denver, CO 80222	Project: 2000 S Hwy 10, Denver, CO 80222
Date: 8/17/2020	Date: 8/17/2020
Drawn: J. Olson	Drawn: J. Olson
Checked: J. Olson	Checked: J. Olson
Project No.: M040-031	Project No.: M040-031
Sheet No.: 28 of 28	Sheet No.: 28 of 28

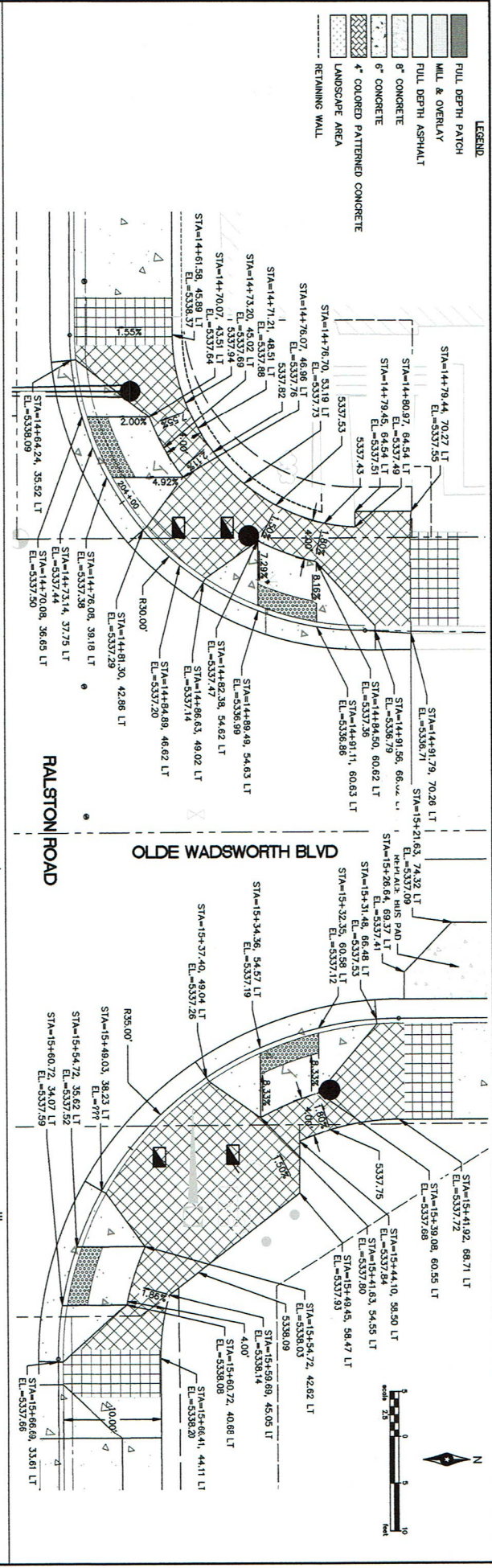
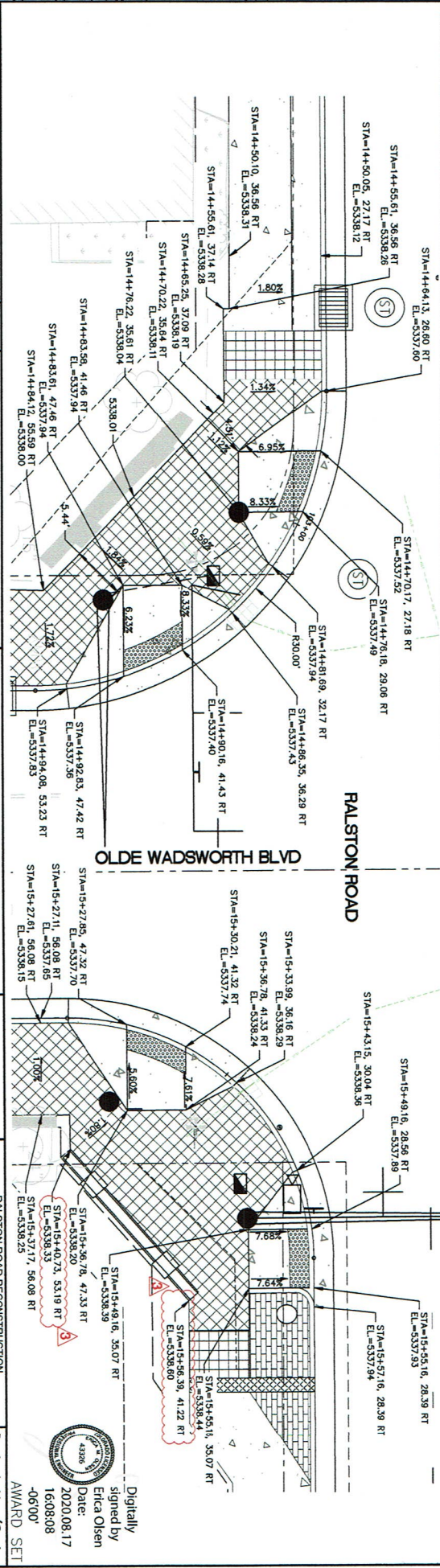
Sheet Revisions	Comments	Init.	Date
1	REVISIONS		8/17/2020
2	REVISIONS		8/17/2020
3	REVISIONS		8/17/2020
4	REVISIONS		8/17/2020
5	REVISIONS		8/17/2020
6	REVISIONS		8/17/2020
7	REVISIONS		8/17/2020
8	REVISIONS		8/17/2020
9	REVISIONS		8/17/2020
10	REVISIONS		8/17/2020

Colorado Department of Transportation
 2000 S Hwy 10, Denver, CO 80222
 Region 1

As Constructed	No. Revisions:
Revised:	
Void:	

Project No./Code	Sheet Number
STU M040-031	21175
Project No./Code	Sheet Number
STU M040-031	21175

Project No./Code: STU M040-031
 Sheet Number: 21175
 Project No./Code: STU M040-031
 Sheet Number: 21175



LEGEND

- FULL DEPTH PATCH
- MUL & OVERLAY
- FULL DEPTH ASPHALT
- 8" CONCRETE
- 6" CONCRETE
- 4" COLORED PATTERNED CONCRETE
- LANDSCAPE AREA
- RETAINING WALL

North Arrow
 Scale: 1" = 20'
 0 20 40 Feet

COLORADO DEPARTMENT OF TRANSPORTATION CONTRACT MODIFICATION ORDER		Project No. STU M040-031	Project code 21175
		Location Ralston Road Reconstruction - Upham St to Yukon St	
		Date 3/11/2021	Project order No. 015
Contractor T&M Construction		Estimated cost to project ☒ Increase ☐ Decrease \$ 1,766.41	
Complete address 5605 N. Peterson Rd. Sedalia, CO 80135		Total additional days allowed to complete work 0	FHWA PoDI ☐ yes ☒ no
Modification title CMO 015 - Water Valve Box Materials			

Your contract is hereby modified to add payment for replacement materials needed to complete water valve box contract pay items.

All work shall be done in accordance with the 2017 Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, project plans, project special provisions, and as directed by the Project Engineer.

The following items are hereby modified as follows:

Add the following Pay Items:

Item No.	Description	Quantity	Unit	Unit Price	Total
900-00006	Water Valve Box (Materials Only)	1	DOL	\$1,766.41	\$1,766.41

Total additional cost for Contract Modification Order 015: **\$1,766.41**

Should state funds not be available to cover these additional costs, or CDOT decides not to participate, the City of Arvada agrees to provide the required funds.

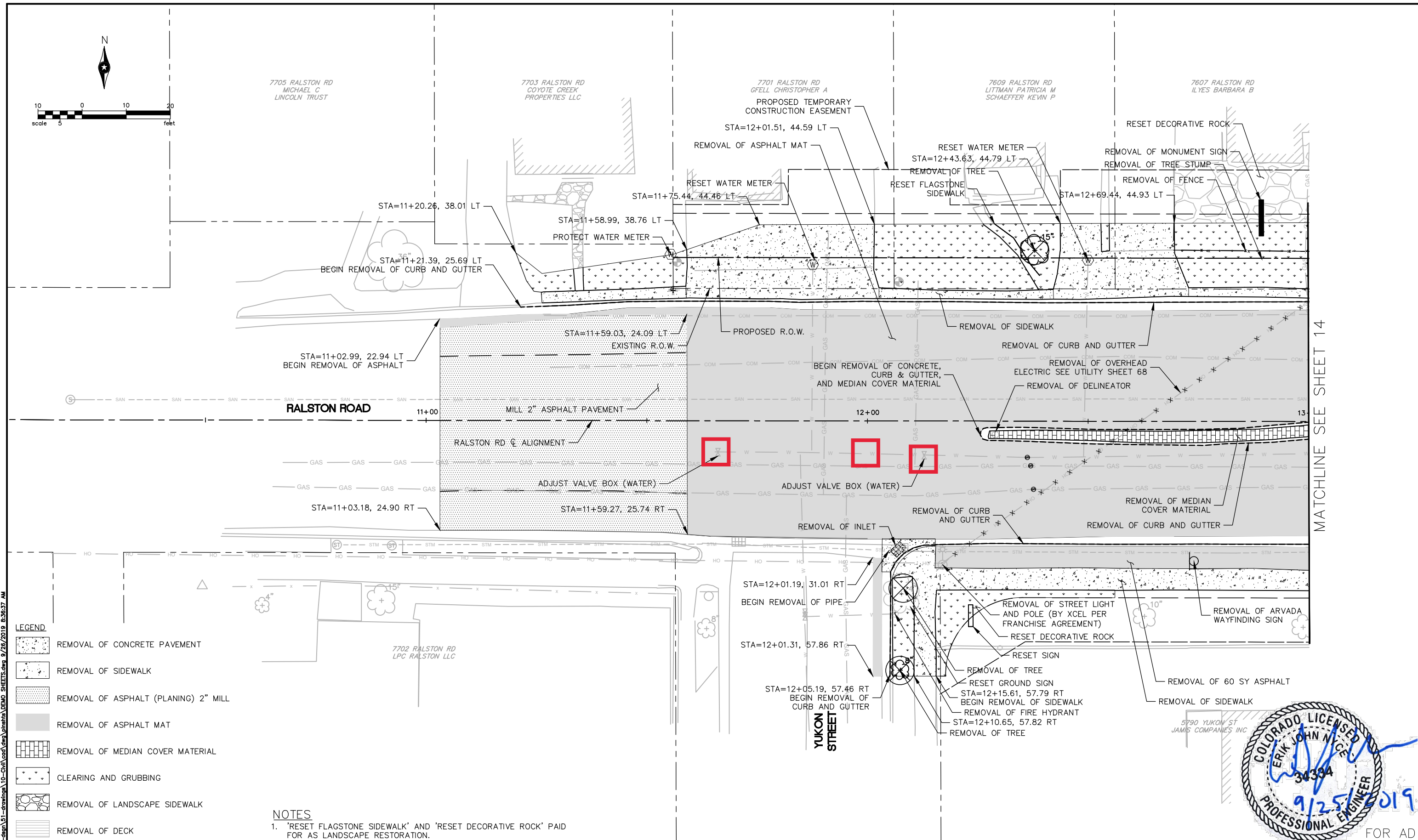
The City of Arvada approves this Change Order by signing below.

I accept this order, for work to be performed and prices on which payment is to be based.

REQUIRED IN ACCORDANCE WITH INSTRUCTIONS IN CDOT'S CONSTRUCTION MANUAL		REQUIRED FOR ALL CHANGE ORDERS	
Approved by FHWA Operations Engineer:	Date	Authorized by Project Engineer:	Date
		<i>Chris Hickey</i>	3/17/21
OPTIONAL		Contractor representative:	Date
Approved by Region Transportation Director:	Date	<i>[Signature]</i>	3/17/21
		Approved by Resident Engineer:	Date
		☐ Participating ☐ Non-participating ☐ Participation as noted Approved funding by Region Program Engineer:	Date

Ralston Rd Reconstruction
Project # STU M040-031 / SA# 21175
Valve Box Replacement Parts
(CMO 015)

<u>Valve Box STA</u>	<u>Top</u>	<u>Bottom</u>	<u>Lid</u>
11+70	X	X	
12+00	X	X	
12+15	X	X	
14+90	X		
15+65	X		X
18+80	X	X	X
18+81	X	X	
24+05	X		
24+15	X	X	
24+18	X	X	



P:\ARVADA\ARVADA\99057\5-Final-dgn\51-drawings\10-Chit\cso\Draw\Arvada\DEMOSHEETS.dwg 9/26/2019 8:38:37 AM

LEGEND

REMOVAL OF CONCRETE PAVEMENT

REMOVAL OF SIDEWALK

REMOVAL OF ASPHALT (PLANING) 2" MILL

REMOVAL OF ASPHALT MAT

REMOVAL OF MEDIAN COVER MATERIAL

CLEARING AND GRUBBING

REMOVAL OF LANDSCAPE SIDEWALK

REMOVAL OF DECK

NOTES

1. 'RESET FLAGSTONE SIDEWALK' AND 'RESET DECORATIVE ROCK' PAID FOR AS LANDSCAPE RESTORATION.

Print Date: 9/26/19	
File Name: DEMO SHEETS.DWG	
Horiz. Scale: As Noted	Vert. Scale: As Noted
Unit Information	
Unit Leader Initials	
Short Elliott Hendrickson Inc. Colorado Center Tower One Suite 6000 2000 South Colorado Boulevard Denver, CO 80222-7900	
Tele. (720) 540-6800 (800) 490-4966 Fax (720) 540-6801	

Sheet Revisions		
Date:	Comments	Init.

Colorado Department of Transportation

2000 S Holly St.
Denver, CO 80222

Region 1

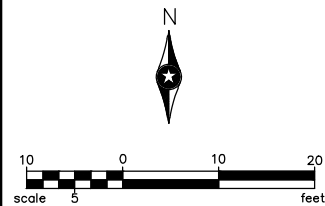
As Constructed
No Revisions:
Revised:
Void:

RALSTON ROAD RECONSTRUCTION UPHAM STREET TO YUKON STREET DEMOLITION PLAN			
Designer:	EO	Structure	
Detailer:	EE WB	Numbers	
Sheet Subset:		Subset Sheets:	of

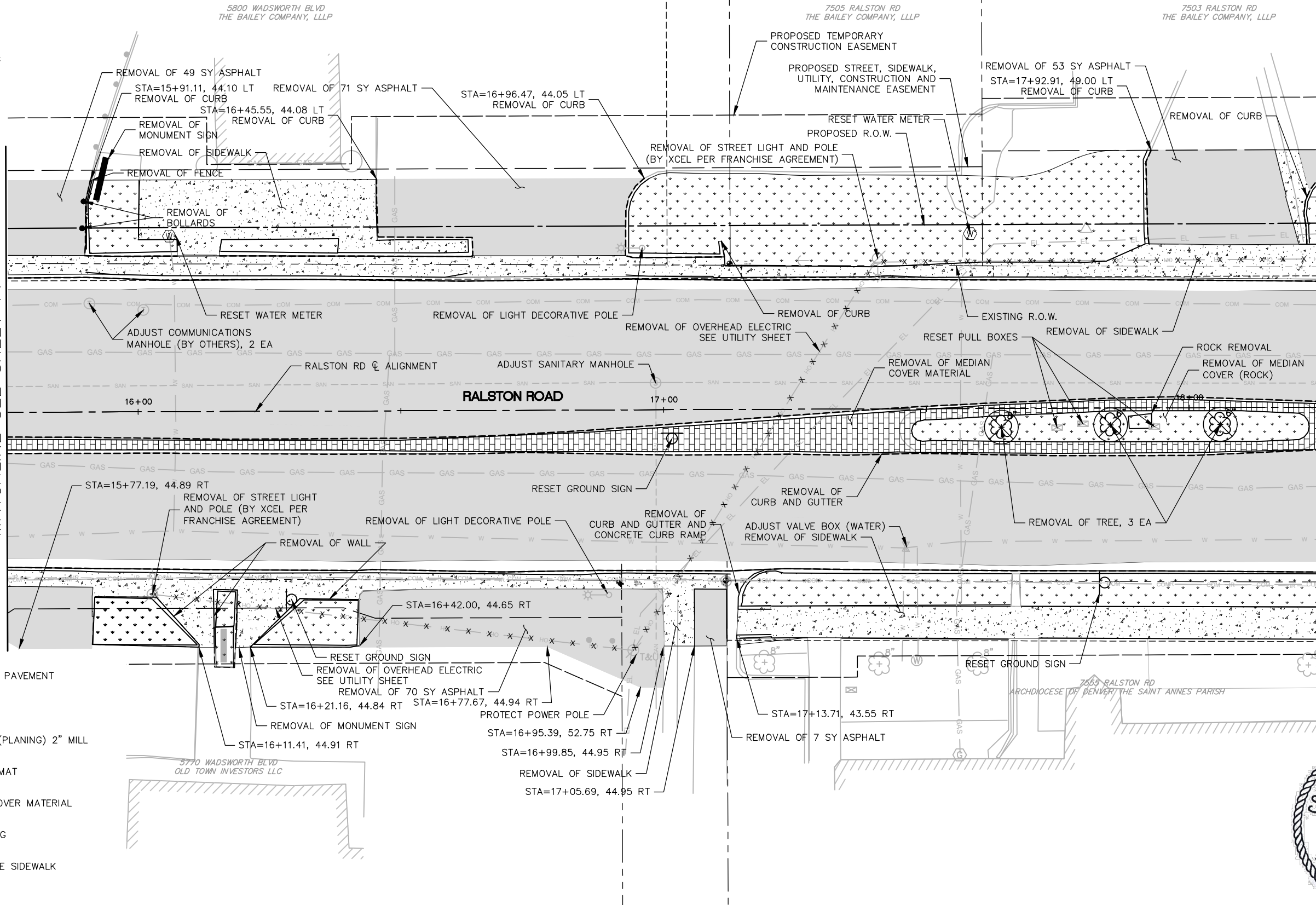
Project No./Code
STU M040-031
21175
Sheet Number 13



MATCHLINE SEE SHEET 14



MATCHLINE SEE SHEET 14



MATCHLINE SEE SHEET 16

- LEGEND**
- REMOVAL OF CONCRETE PAVEMENT
 - REMOVAL OF SIDEWALK
 - REMOVAL OF ASPHALT (PLANING) 2" MILL
 - REMOVAL OF ASPHALT MAT
 - REMOVAL OF MEDIAN COVER MATERIAL
 - CLEARING AND GRUBBING
 - REMOVAL OF LANDSCAPE SIDEWALK
 - REMOVAL OF DECK

Print Date: 9/26/19	
File Name: DEMO SHEETS.DWG	
Horiz. Scale: As Noted	Vert. Scale: As Noted
Unit Information	
Unit Leader Initials	
Short Elliott Hendrickson Inc. Colorado Center Tower One Suite 6000 2000 South Colorado Boulevard Denver, CO 80222-7900	
Tele. (720) 540-6800 (800) 490-4966 Fax (720) 540-6801	

Sheet Revisions		
Date:	Comments	Init.

Colorado Department of Transportation

2000 S Holly St.
Denver, CO 80222

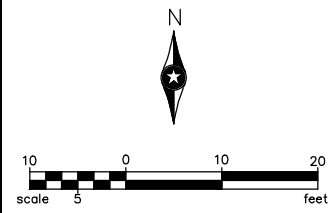
Region 1

As Constructed
No Revisions:
Revised:
Void:

RALSTON ROAD RECONSTRUCTION UPHAM STREET TO YUKON STREET DEMOLITION PLAN			
Designer:	EO	Structure	
Detailer:	EE WB	Numbers	
Sheet Subset:		Subset Sheets:	of

Project No./Code
STU M040-031
21175
Sheet Number 15

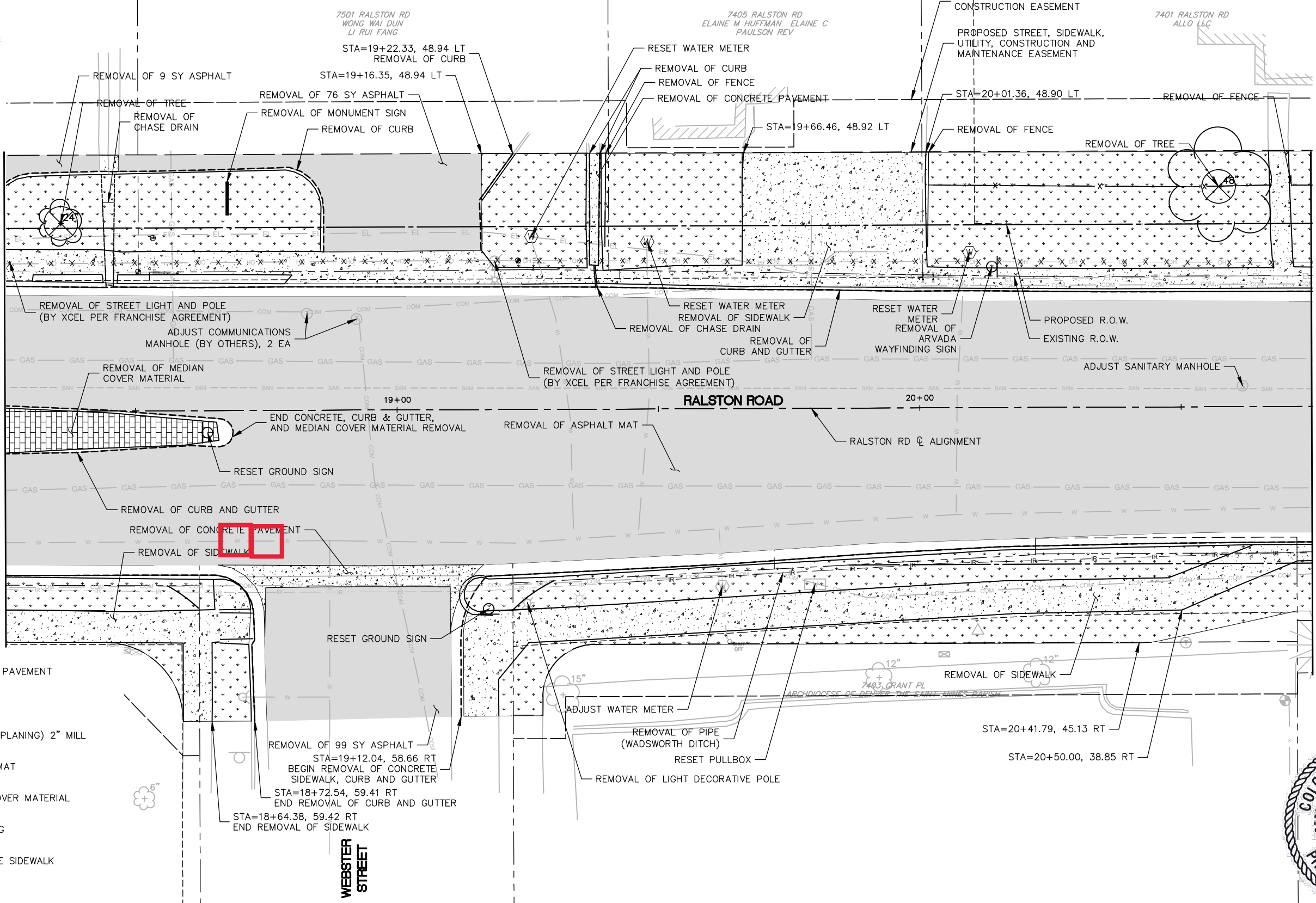




MATCHLINE SEE SHEET 15

MATCHLINE SEE SHEET 17

- LEGEND**
- REMOVAL OF CONCRETE PAVEMENT
 - REMOVAL OF SIDEWALK
 - REMOVAL OF ASPHALT (PLANING) 2" MILL
 - REMOVAL OF ASPHALT MAT
 - REMOVAL OF MEDIAN COVER MATERIAL
 - CLEARING AND GRUBBING
 - REMOVAL OF LANDSCAPE SIDEWALK
 - REMOVAL OF DECK



Print Date: 9/26/19	
File Name: DEMO SHEETS.DWG	
Horiz. Scale: As Noted	Vert. Scale: As Noted
Unit Information	
Unit Leader Initials	
Short Elliott Hendrickson Inc. Colorado Center Tower One Suite 6000 2000 South Colorado Boulevard Denver, CO 80222-7900	
Tele. (720) 540-6800 (800) 490-4966 Fax (720) 540-6801	

Sheet Revisions		
Date:	Comments	Init.

Colorado Department of Transportation

CITY & COMMUNITY OF ARVADA

CDOT

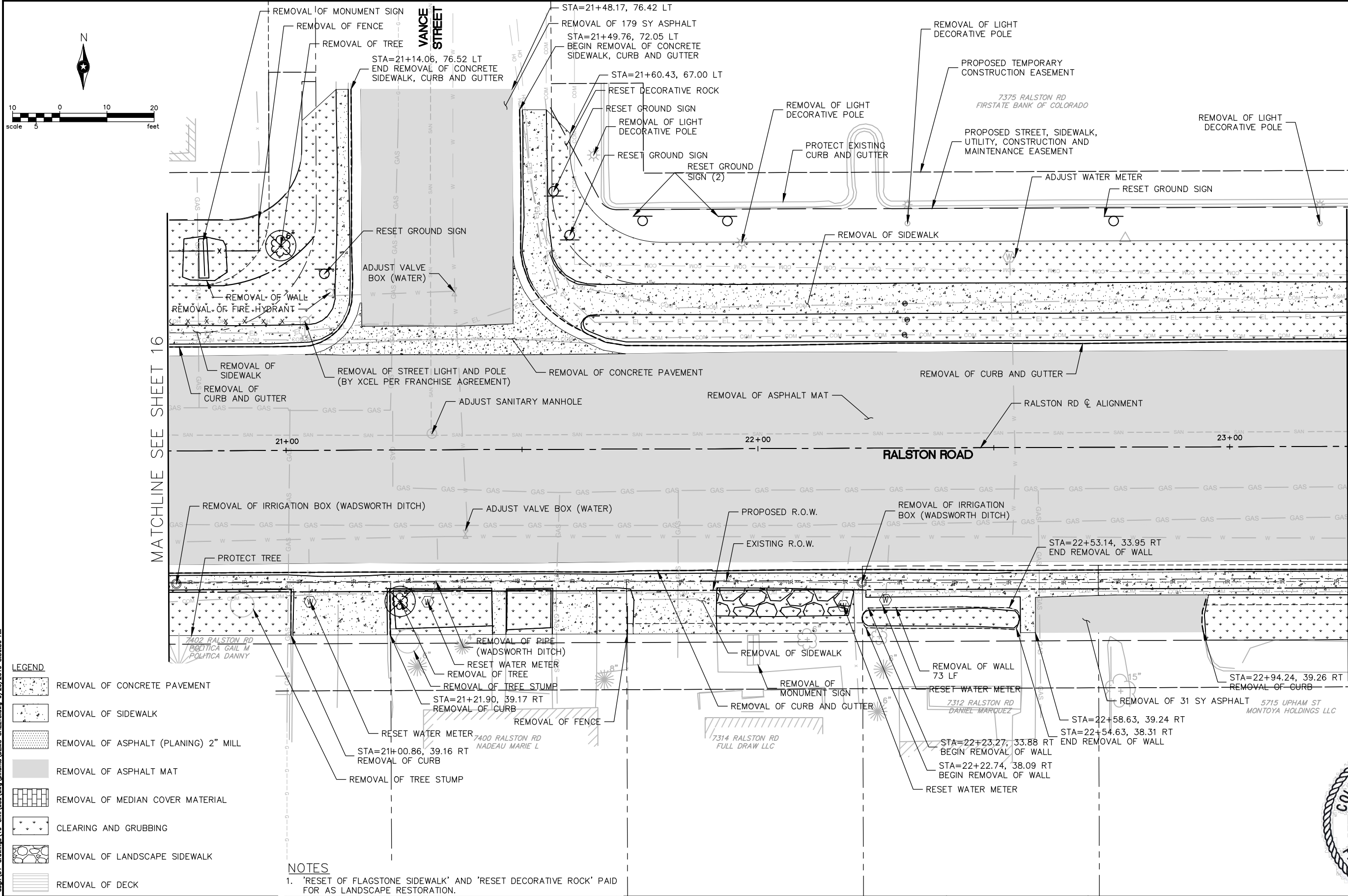
2000 S Holly St.
Denver, CO 80222

Region 1

As Constructed	
No Revisions:	
Revised:	
Void:	

RALSTON ROAD RECONSTRUCTION UPHAM STREET TO YUKON STREET DEMOLITION PLAN			
Designer:	EO	Structure	
Detailer:	EE WB	Numbers	
Sheet Subset:		Subset Sheets:	of

Project No./Code	
STU M040-031	
21175	
Sheet Number	16



- LEGEND**
- REMOVAL OF CONCRETE PAVEMENT
 - REMOVAL OF SIDEWALK
 - REMOVAL OF ASPHALT (PLANING) 2" MILL
 - REMOVAL OF ASPHALT MAT
 - REMOVAL OF MEDIAN COVER MATERIAL
 - CLEARING AND GRUBBING
 - REMOVAL OF LANDSCAPE SIDEWALK
 - REMOVAL OF DECK

NOTES

1. 'RESET OF FLAGSTONE SIDEWALK' AND 'RESET DECORATIVE ROCK' PAID FOR AS LANDSCAPE RESTORATION.

Print Date: 9/26/19	
File Name: DEMO SHEETS.DWG	
Horiz. Scale: As Noted	Vert. Scale: As Noted
Unit Information	
Unit Leader Initials	
Short Elliott Hendrickson Inc. Colorado Center Tower One Suite 6000 2000 South Colorado Boulevard Denver, CO 80222-7900	
Tele. (720) 540-6800 (800) 490-4966 Fax (720) 540-6801	

Sheet Revisions		
Date:	Comments	Init.

Colorado Department of Transportation

CITY & COMMUNITY OF ARVADA

CDOT

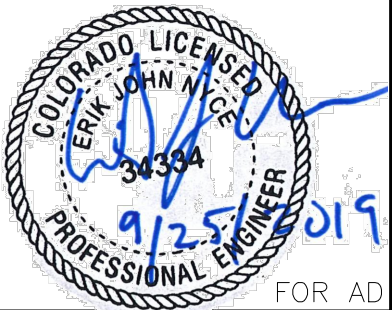
2000 S Holly St.
Denver, CO 80222

Region 1

As Constructed	
No Revisions:	
Revised:	
Void:	

RALSTON ROAD RECONSTRUCTION UPHAM STREET TO YUKON STREET DEMOLITION PLAN			
Designer:	EO	Structure	
Detailer:	EE WB	Numbers	
Sheet Subset:		Subset Sheets:	of

Project No./Code	
STU M040-031	
21175	
Sheet Number	17



COLORADO DEPARTMENT OF TRANSPORTATION CONTRACT MODIFICATION ORDER		Project No. STU M040-031		Project code 21175
		Location Ralston Road Reconstruction - Upham St to Yukon St		
		Date 3/2/2021	Project order No. 16	
Contractor T&M Construction		Estimated cost to project ☒ Increase ☐ Decrease \$ 14,721.10		
Complete address 5605 N. Peterson Rd. Sedalia, CO 80135		Total additional days allowed to complete work		FHWA PoDI ☐ yes ☒ no
Modification title CMO 016 - 1 Inch Irrigation Service				

Your contract is hereby modified to add Conduit and Irrigation pay items to reconnect the 1" waterline that feeds the median irrigation per the attached drawing. All work shall be done in accordance with the 2017 Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, project plans, project special provisions, and as directed by the Project Engineer.

The following items are hereby modified as follows:

Add the following Pay Items:

Item No.	Description	Quantity	Unit	Unit Price	Total
613-00075	3/4" Electrical Conduit	50	LF	\$7.55	\$377.50
900-00014	1" Irrigation Service	1	LS	\$5,910.00	\$5,910.00
626-00000	Mobilization (Irrigation Service)	2	EA	\$1,020.00	\$2,040.00
					Total: +\$8,327.50

Increase the following Pay Items:

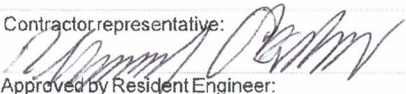
Item No.	Description	Quantity	Unit	Unit Price	Total
202-00220	Removal of Asphalt Mat	14	SY	\$10.00	\$140.00
202-05026	Sawing Asphalt Mat (6 Inch)	70	LF	\$13.50	\$945.00
206-00000	Structural Excavation	14	CY	\$71.50	\$1,001.00
206-00065	Structure Backfill (Flow Fill)	14	CY	\$193.40	\$2,707.60
403-00720	Hot Mix Asphalt (Patching) (Asphalt)	4	TN	\$400.00	\$1,600.00
					Total: +\$6,393.60

Total for Contract Modification Order 016: **\$14,721.10**

Should state funds not be available to cover these additional costs, or CDOT decides not to participate, the City of Arvada agrees to provide the required funds.

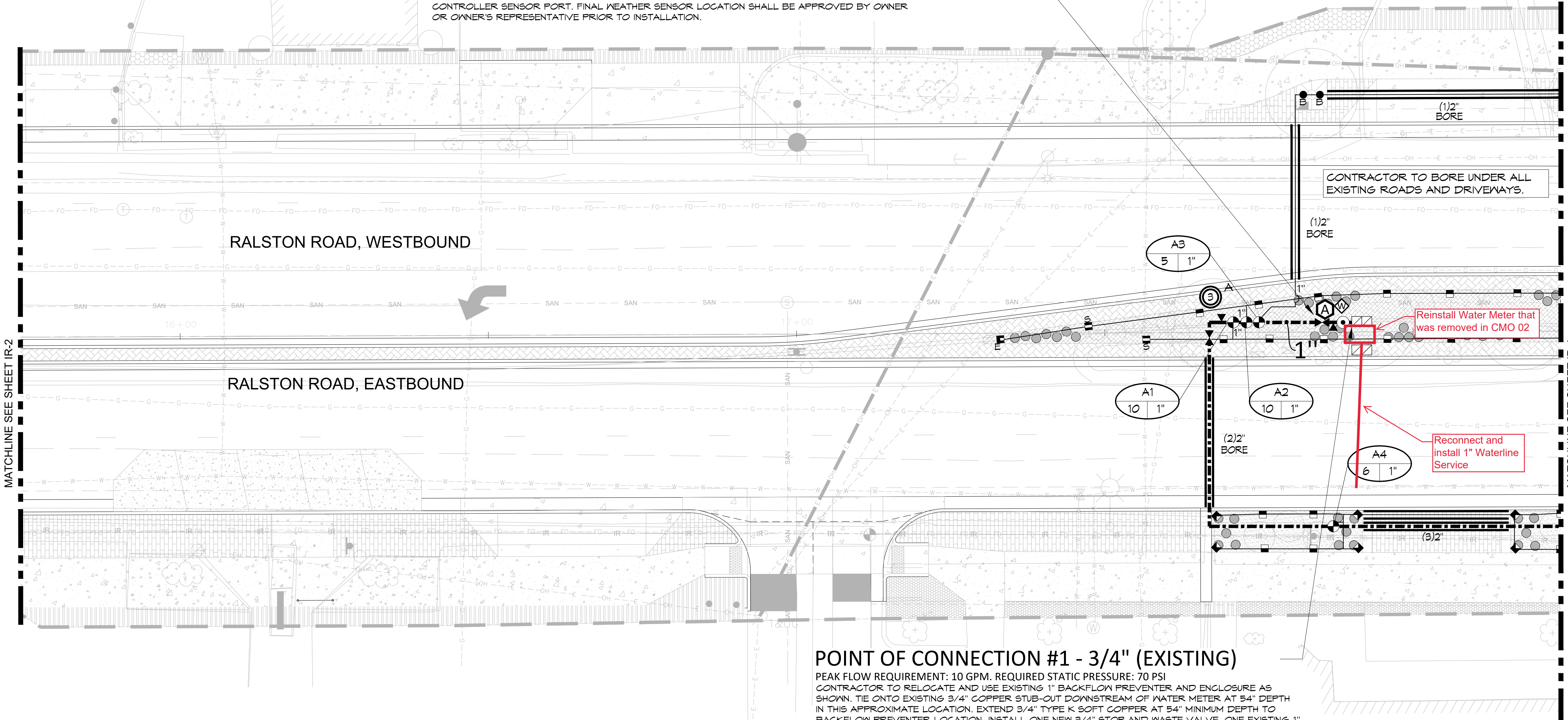
The City of Arvada approves this Change Order by signing below.

I accept this order, for work to be performed and prices on which payment is to be based.

REQUIRED IN ACCORDANCE WITH INSTRUCTIONS IN CDOT'S CONSTRUCTION MANUAL		REQUIRED FOR ALL CHANGE ORDERS	
Approved by FHWA Operations Engineer:	Date	Authorized by Project Engineer: 	Date 3/2/21
OPTIONAL		Contractor representative: 	Date 3/2/21
Approved by Region Transportation Director:	Date	Approved by Resident Engineer:	Date
		☐ Participating ☐ Non-participating ☐ Participation as noted Approved funding by Region Program Engineer: _____ Date _____	

CONTROLLER LOCATION "A"

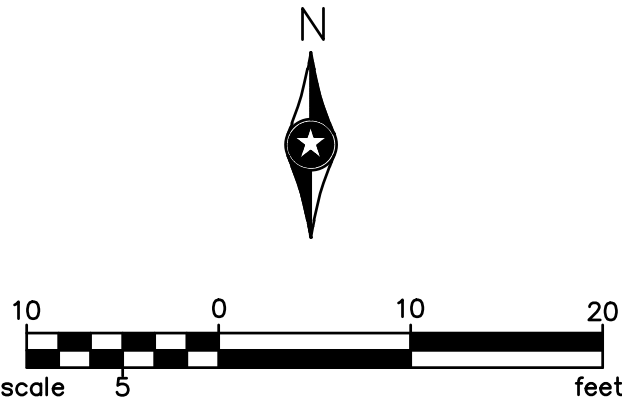
PEDESTAL MOUNT ONE CONTROLLER (REFER TO SCHEDULE FOR MODEL & STATION COUNT), REMOTE READY, AT INDICATED LOCATION. 120 VOLT POWER IS AVAILABLE WITHIN 50 LF. OF CONTROLLER LOCATION FROM TBD, BY OTHERS REELECTRICAL. ELECTRICAL METER, WIRE/CONDUIT, STEP-DOWN TRANSFORMER (IF REQUIRED) AND POWER CONNECTION TO CONTROLLER IS BY CONTRACTOR WITH WORK CONFORMING TO LOCAL CODES. FEES AND PERMITS ASSOCIATED WITH WORK ARE TO BE OBTAINED AND PAID BY CONTRACTOR. LOCATE MASTER VALVE WIRES WITH SPARES AND CONNECT 2 OF THE WIRES FROM THE MASTER VALVE TO THE DATA RETRIEVAL BOARD IN ASSOCIATED CONTROLLER. FINAL CONTROLLER LOCATION SHALL BE APPROVED BY OWNER OR OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION. MOUNT ONE WEATHER SENSOR ON POLE WHERE THERE IS 20 FT. OF CLEARANCE FROM ANY OVERHANG OR OBSTRUCTING FEATURE. INSTALL WEATHER SENSOR RECEIVER IN CONTROLLER ENCLOSURE. CONNECT SENSOR RECEIVER WIRES TO IRRIGATION CONTROLLER SENSOR PORT. FINAL WEATHER SENSOR LOCATION SHALL BE APPROVED BY OWNER OR OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.



POINT OF CONNECTION #1 - 3/4" (EXISTING)

PEAK FLOW REQUIREMENT: 10 GPM. REQUIRED STATIC PRESSURE: 70 PSI
CONTRACTOR TO RELOCATE AND USE EXISTING 1" BACKFLOW PREVENTER AND ENCLOSURE AS SHOWN. TIE ONTO EXISTING 3/4" COPPER STUB-OUT DOWNSTREAM OF WATER METER AT 54" DEPTH IN THIS APPROXIMATE LOCATION. EXTEND 3/4" TYPE K SOFT COPPER AT 54" MINIMUM DEPTH TO BACKFLOW PREVENTER LOCATION. INSTALL ONE NEW 3/4" STOP AND WASTE VALVE, ONE EXISTING 1" REDUCED PRESSURE BACKFLOW PREVENTER AND ONE NEW PRESSURE REDUCING VALVE WITH EXISTING PROTECTIVE ENCLOSURE. ONE NEW MANUAL DRAIN VALVE, ONE NEW MASTER VALVE, ONE NEW QUICK COUPLING VALVE, ONE NEW GATE VALVE AND EXTEND PVC MAINLINE AS SHOWN. SET PRV AT 75 PSI. EXTEND 4 UFUL14# WIRE (TWO ORANGE AND TWO BLUE) AND CONNECT 2 OF THE WIRES FROM THE MASTER VALVE TO THE DATA RETRIEVAL BOARD IN ASSOCIATED CONTROLLER. WORK SHALL CONFORM TO LOCAL CODE. FEES AND PERMITS ASSOCIATED WITH WORK ARE TO BE OBTAINED AND PAID FOR BY CONTRACTOR. FINAL BACKFLOW PREVENTER LOCATION SHALL BE APPROVED BY OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.

DIRECTORY	
IRRIGATION NOTES	IR-0
IRRIGATION SCHEDULE	IR-0
IRRIGATION PLANS	IR-1 - IR-6
IRRIGATION DETAILS	IR-7 - IR-8



HydroSystems KDI

Irrigation Consulting & Water Management

860 Tabor Street, Suite 200
o: 303.980.5327

Lakewood, Colorado 80401
www.hydrosystemsmdi.com

Know what's below.
Call before you dig.

CALL 3 BUSINESS DAYS IN ADVANCE BEFORE YOU
DIG, GRADE, OR EXCAVATE FOR THE MARKING OF
UNDERGROUND MEMBER UTILITIES.

Print Date: 05/13/19	
File Name:	
Horiz. Scale: As Noted	Vert. Scale: As Noted
Unit Information	Unit Leader Initials
Short Elliott Hendrickson Inc. Colorado Center Tower One Suite 6000 2000 South Colorado Boulevard Denver, CO 80222-7900	Tele. (720) 540-6800 (800) 490-4966 Fax (720) 540-6801

Sheet Revisions		
Date:	Comments	Init.

Colorado Department of Transportation

2000 S Holly St.
Denver, CO 80222

Region 1

As Constructed				FOR AD	
No Revisions:				Project No./Code	
Revised:				STU M040-031	
Void:				21175	
RALSOTN ROAD RECONSTRUCTION UPHAM STREET TO YUKON STREET IRRIGATION PLAN				Sheet Number IR-3 99	
Designer: JK	Detailer: HO	Structure Numbers	Sheet Subset:	Subset Sheets: 4 of 9	

COLORADO DEPARTMENT OF TRANSPORTATION CONTRACT MODIFICATION ORDER		Project No. STU M040-031	Project code 21175
		Location Ralston Road Reconstruction - Upham St. to Yukon St.	
		Date 3/30/20	Project order No. 017
Contractor T&M Construction		Estimated cost to project ☒ Increase ☐ Decrease \$ 11,483.64	
Complete address 5605 N. Peterson Rd. Sedalia, CO 80135		Total additional days allowed to complete work 2	FHWA PoDI ☐ yes ☒ no
Modification title CMO 017 - Removal of Abandoned Fuel Storage Tanks			

Your Contract is hereby modified to include items to remove two old fuel storage tanks at the southwest corner of Olde Wadsworth and Ralston Road (STA 14+60 and 14+80).

All work shall be done in accordance with the 2017 Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, project plans, project special provisions, and as directed by the Project Engineer.

The contractors signature below indicates acceptance of full settlement for the work described both direct and indirect costs. Any claims for additional impact costs associated with this CMO will not be considered.

The following items are hereby modified as follows:

Add the following Pay Item:

Item No.	Description	Quantity	Unit	Unit Price	Total
900-00006	Removal of Abandoned Fuel Storage Tanks	9,373.54	FA	\$1.00	\$9,373.54

Increase the following Pay Item:

630-00000	Traffic Control (w/o Patching)	2	DAY	\$1,055.05	\$2,110.10
-----------	--------------------------------	---	-----	------------	------------

Total for Contract Modification Order 017: **\$11,483.64**

This change order does affect the critical path. 2 Working Day will be added to the contract for this revision.

Should Federal funds not be available to cover these additional costs, or the FHWA decides not to participate in these costs, the Local Agency agrees to provide the required funds.

The City of Arvada approves this Change Order by signing below.

I accept this order, for work to be performed and prices on which payment is to be based.	
REQUIRED IN ACCORDANCE WITH INSTRUCTIONS IN CDOT'S CONSTRUCTION MANUAL Approved by FHWA Operations Engineer: _____ Date _____ OPTIONAL Approved by Region Transportation Director: _____ Date _____	REQUIRED FOR ALL CHANGE ORDERS Authorized by Project Engineer: <i>Chris Shelley</i> Date 4/19/21 Contractor representative: <i>[Signature]</i> Date 4/20/21 Approved by Resident Engineer: _____ Date _____ ☐ Participating ☐ Non-participating ☐ Participation as noted Approved funding by Region Program Engineer: _____ Date _____

COLORADO DEPARTMENT OF TRANSPORTATION
INSPECTOR'S REPORT FOR FORCE ACCOUNT WORK

Project No.: 21175
 Project Code (SA#): 15-ST-30
 CMO or F/A No.:

Contractor's Name: T & M Construction LLC
 Subcontractor's Name: Cascade Environmental INC.
 Description of Work: Removal of Fuel Tank

LABOR Employee Name	Occupation	Date: 11-03-20										Total Hours	
		Hours										ST	OT
		ST	OT	ST	OT	ST	OT	ST	OT	ST	OT		
Mike Barnett	Project Superintendent	3										3	0
Brett Exner	Superintendent	3										3	0
Manuel Sanchez	Foreman	3										3	0
												0	0
												0	0
												0	0
												0	0
												0	0
												0	0
The hours shown here were checked against the certified payrolls.				Checked By:								Date:	

EQUIPMENT Code No.	Shift		Date:	11-03-20					Total Hours
	1 ST	SB	Rate	Number of Hours					
2016 Ram 2500				3					3
2013 Ram 3500				3					3
2011 Ram 2500				3					3
2014 130G JD Excavator				3					3
1996 Case 721B Loader				1					1
									0
									0
									0

MATERIAL Type	Date: 11-03-20						Total Units
	Unit						
Note: A Certified Invoice for Materials is required as part of billing.			Number of Units				
							0
							0
							0
							0
							0
							0
							0
							0

Contractor/Subcontractor Initials MB / / / / /

Billing procedures shall conform to applicable project specifications.
 I certify that this is a correct record of employee & equipment hours and material units on the above project as authorized by the above modification order or agreement.
 Signed:  Title: Municipal Inspector Date: 3-14-21

**COLORADO DEPARTMENT OF TRANSPORTATION
INSPECTOR'S REPORT FOR FORCE ACCOUNT WORK**

Project No.: 21175
Project Code (SA#): 15-ST-30
CMO or F/A No.:

Contractor's Name: T & M Construction LLC

Subcontractor's Name: Cascade Environmental INC.

Description of Work: Removal of Fuel Tank

LABOR Employee Name	Date:	11-04-20											Total Hours		
	Occupation	Hours												ST	OT
		ST	OT	ST	OT	ST	OT	ST	OT	ST	OT				
Mike Barnett	Project Superintendent	1											1	0	
Brett Exner	Superintendent	1											1	0	
Manuel Sanchez	Foreman	1											1	0	
													0	0	
Cascade Environmental													0	0	
													0	0	
													0	0	
													0	0	
													0	0	
The hours shown here were checked against the certified payrolls.														Checked By:	
														Date:	

EQUIPMENT Code No.	Shift		Date:	11-04-20				Total Hours
	1 st	SB	Rate	Number of Hours				
2016 Ram 2500				1				1
2013 Ram 3500				1				1
2011 Ram 2500				1				1
2014 JD 130G Excavator				1				1
								0
								0
								0
								0

MATERIAL Type	Date:	11-04-20						Total Units
	Unit	Number of Units						
Note: A Certified Invoice for Materials is required as part of billing.								
								0
Traffic Control	Day	1						1
								0
								0
								0
								0
								0
								0

Contractor/Subcontractor Initials

Billing procedures shall conform to applicable project specifications.

I certify that this is a correct record of employee & equipment hours and material units on the above project as authorized by the above modification order or agreement.

Signed: *[Signature]*

Title: *Municipal Inspector*

Date: *3-19-21*

Distribution: Region Finals Engineer (original)
Project File
Contractor

Previous editions may be used until supplies are exhausted

CDOT Form 10 04/17

COLORADO DEPARTMENT OF TRANSPORTATION INSPECTOR'S REPORT FOR FORCE ACCOUNT WORK	Project No.: 21175 Project Code (SA#): 15-ST-30 CMO or F/A No.:
--	---

Contractor's Name: T & M Construction LLC
Subcontractor's Name: Cascade Environmental INC.
Description of Work: Removal of Fuel Tank

LABOR Employee Name		Date:	11-05-20										Total Hours	
		Occupation	Hours											
			ST	OT	ST	OT	ST	OT	ST	OT	ST	OT	ST	OT
Mike Barnett	Project Superintendent	5											5	0
Brett Exnor	Superintendent	5											5	0
Manual Sanchez	Foreman	5											5	0
													0	0
													0	0
Cascade Environmental													0	0
													0	0
													0	0
													0	0
													0	0
The hours shown here were checked against the certified payrolls.													Checked By:	
													Date:	

EQUIPMENT Code No.	Shift		Date:	11-05-20					Total Hours
	1 st	SB	Rate	Number of Hours					
2016 Ram 2500				5					5
2013 Ram 3500				5					5
2011 Ram 2011				5					5
1999 Case 721B loader				2					2
2014 JD 130G Excavator				5					5
2014 JD 326 Skidsteer				5					5
Volvo excavator/roller attachment				3					3
2005 Diamond T 1200265 flatbed trailer				3					3

MATERIAL Type	Date:	11-05-20						Total Units
	Unit	Number of Units						
Note: A Certified Invoice for Materials is required as part of billing.								
								0
Traffic control	Day	1						1
								0
								0
								0
								0
								0
								0

Contractor/Subcontractor Initials

Billing procedures shall conform to applicable project specifications.		
I certify that this is a correct record of employee & equipment hours and material units on the above project as authorized by the above modification order or agreement.		
Signed: <i>[Signature]</i>	Title: <i>Municipal Inspector</i>	Date: <i>9-14-21</i>

COLORADO DEPARTMENT OF TRANSPORTATION
INSPECTOR'S REPORT FOR FORCE ACCOUNT WORK

Project No.: STU M040-031

Project Code (SA#): 21175

CMO or F/A No.: CMO 16

Contractor's Name: T & M Construction LLC

Subcontractor's Name: Cascade Environmental INC.

Description of Work: Removal of Fuel Tank

LABOR Employee Name	Occupation	Hours										Total Hours	
		Date: 11-06-20										ST	OT
		ST	OT	ST	OT	ST	OT	ST	OT	ST	OT		
Mike Barnett	Project Superintendent	4										4	0
Brett Exner	Superintendent	4										4	0
Daniel Albert	Concrete Finisher	4										4	0
Jesus Ochoa	Concrete Finisher	4										4	0
Chris Martinez	Laborer	4										4	0
												0	0
Cascade Environmental												0	0
												0	0
												0	0

The hours shown here were checked against the certified payrolls.

Checked By:

Date:

EQUIPMENT Code No.	Shift		Date: 11-06-20	Rate	Number of Hours						Total Hours
	1 st	SB									
2016 Ram 2500					4						4
2013 Ram 3500					4						4
2011 Takeuchi 130FR Mini Excavator					4						4
											0
											0
											0
											0
											0

MATERIAL Type	Date: 11-06-20		Unit	Number of Units						Total Units
										0
										0
Traffic control		DAY		1						1
										0
										0
										0
										0
										0

Contractor/Subcontractor Initials

/

/

/

/

/

Billing procedures shall conform to applicable project specifications.

I certify that this is a correct record of employee & equipment hours and material units on the above project as authorized by the above modification order or agreement.

Signed:

Title:

Date:

3-25-21

Distribution: Region Finals Engineer (original)
 Project File
 Contractor

Previous editions may be used until supplies are exhausted

CDOT Form 10 04/17

COLORADO DEPARTMENT OF TRANSPORTATION
INSPECTOR'S REPORT FOR FORCE ACCOUNT WORK

Project No.: STU M040-031

Project Code (SA#): 21175

CMO or F/A No.: CMO 16

Contractor's Name: T&M Construction, LLC

Subcontractor's Name: Cascade Environmental Inc.

Description of Work: Removal of Fuel Tank

LABOR Employee Name	Date:	11-13-2020										Total Hours	
	Occupation	Hours										ST	OT
		ST	OT	ST	OT	ST	OT	ST	OT	ST	OT		
Mike Barnett	Project Super	4										4	0
Brett Exner	Superintendent	4										4	0
Daniel Albert	Concrete Finisher	4										4	0
Jesus Ochoa	Concrete Finisher	4										4	0
Chris Martinez	Laborer	4										4	0
												0	0
												0	0
												0	0
												0	0
The hours shown here were checked against the certified payrolls.				Checked By:								Date:	

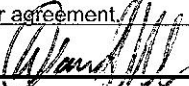
EQUIPMENT Code No.	Shift		Date: 11-13-2020											Total Hours	
	1 st	SB		Number of Hours										ST	OT
2016 Ram 2500				4										4	
2013 Ram 3500				4										4	
2011 Takeuchi 138FR Mini Excavator				4										4	
														0	
														0	
														0	
														0	
														0	
														0	

MATERIAL Type	Date:	11-13-2020					Total Units
	Unit	Number of Units					
Note: A Certified Invoice for Materials is required as part of billing.							
							0
							0
							0
							0
							0
							0
							0
							0

Contractor/Subcontractor Initials: / / / / /

Billing procedures shall conform to applicable project specifications.

I certify that this is a correct record of employee & equipment hours and material units on the above project as authorized by the above modification order or agreement.

Signed: 

Title: Municipal Engineer

Date: 3-25-21

Distribution: Region Finals Engineer (original)
 Project File
 Contractor

Previous editions may be used until supplies are exhausted

CDOT Form 10 04/17

COLORADO DEPARTMENT OF TRANSPORTATION
INSPECTOR'S REPORT FOR FORCE ACCOUNT WORK

Project No.: STU M040 031

Project Code (SA#): 21175

CMO or F/A No.: CMO 16

Contractor's Name: T&M Construction, LLC

Subcontractor's Name: Cascade Environmental, Inc.

Description of Work: Removal of Fuel Tank

LABOR Employee Name	Occupation	Date: 12-02-2020		Hours										Total Hours	
				ST		OT		ST		OT		ST		OT	
		ST	OT	ST	OT	ST	OT	ST	OT	ST	OT	ST	OT	ST	OT
Brett Exner	Superintendent	2												2	0
Manual Sanchez	Foreman	2												2	0
														0	0
														0	0
														0	0
														0	0
														0	0
														0	0
														0	0
The hours shown here were checked against the certified payrolls.															
Checked By:												Date:			

EQUIPMENT Code No.	Shift		Date: 12-02-2020	Number of Hours										Total Hours	
	1 st	SB		Rate											
2013 Ram 3500				2										2	
2011 Ram 2500				2										2	
2014 John Deere 130G Excavator				2										2	
Chavez Trucking				4										4	
														0	
														0	
														0	
														0	

MATERIAL Type	Date:	12-02-2020					Total Units
	Unit						
Note: A Certified Invoice for Materials is required as part of billing.				Number of Units			
							0
							0
							0
							0
							0
							0
							0
							0

Contractor/Subcontractor Initials: / / / / /

Billing procedures shall conform to applicable project specifications.

I certify that this is a correct record of employee & equipment hours and material units on the above project as authorized by the above modification order or agreement.

Signed: 

Title: 

Date: 3-25-21

Distribution: Region Finals Engineer (original)
 Project File
 Contractor

Previous editions may be used until supplies are exhausted

CDOT Form 10 04/17

COLORADO DEPARTMENT OF TRANSPORTATION CONTRACT MODIFICATION ORDER		Project No. STU M040-031		Project code 21175
		Location Ralston Road Reconstruction - Upham St. to Yukon St.		
		Date 4/14/2021	Project order No. 018	
Contractor T&M Construction		Estimated cost to project ☒ Increase ☐ Decrease \$ 42,806.15		
Complete address 5605 N. Peterson Rd. Sedalia, CO 80135		Total additional days allowed to complete work 7		FHWA PoDI ☐ yes ☒ no
Modification title CMO 018 - Olde Wadsworth Paving Phasing Change				

Your Contract is hereby modified to account for added costs to change the phasing of the mainline paving to skip over the Olde Wadsworth and Ralston Rd intersection during the mainline milling and paving operation, to keep it open for the Christmas Holiday's. The asphalt will be left in place at the Olde Wadsworth intersection (STA 14+80 to 15+35). Added flagging will be used during the mainline paving operation to keep Olde Wadsworth intersection open. The intersection removal for the lower asphalt lifts and corresponding paving will occur when the mainline top lift is paved. At that time, the pavement at the intersection will be removed by smaller equipment (not by a large milling machine) and the lower lifts will be paved in a smaller more confined area, again using smaller equipment. A Redline drawing is attached to show measured areas.

All work shall be done in accordance with the 2017 Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, the project plans, project specifications and as directed by the Engineer.

The following pay items will be added:

Add the following Pay Items:

Item No.	Description	Quantity	Unit	Unit Price	Total
202-00220	Removal of Asphalt Mat (Confined Area)	554	SY	\$12.25	\$6,786.50
306-01000	Reconditioning (Addit for Confined Area)	810	SY	\$0.56	\$453.60
403-33741	Asphalt Paving (Confined Area)	223	TON	\$143.75	\$32,056.25
626-00000	Loader Mobilization (Olde Wadsworth Paving)	1	LS	\$920.00	\$920.00
630-86801	Temporary Signal (Olde Wadsworth Paving)	1	EA	\$2,441.45	\$2,441.45
					Total: +\$42,657.80

Deduct the following Pay Items:

Item No.	Description	Quantity	Unit	Unit Price	Total
202-00220	Removal of Asphalt Mat	266	SY	\$10.00	\$2,660.00
403-33741	Hot Mix Asphalt (S)(75)(PG 64-22)	73	TON	\$125.00	\$9,125.00
					Total: -\$11,785.00

Increase the following Pay Items:

Item No.	Description	Quantity	Unit	Unit Price	Total
202-00250	Removal of Pavement Marking	350	SF	\$3.00	\$1,050.00
630-00000	Flagging	8	HR	\$31.00	\$248.00
627-00011	Pavement Marking Paint (Waterborne)	14	GAL	\$150.00	\$2,100.00
630-00000	Traffic Control (w/o Patching)	7	DAY	\$1,055.05	\$7,385.35
626-00000	Mobilization (Traffic Shift)	1	LS	\$1,150.00	\$1,150.00
					Total: +\$11,933.35

Total for Contract Modification Order 018: \$42,806.15

This change does affect the critical path. 7 Working Days will be added to the contract.

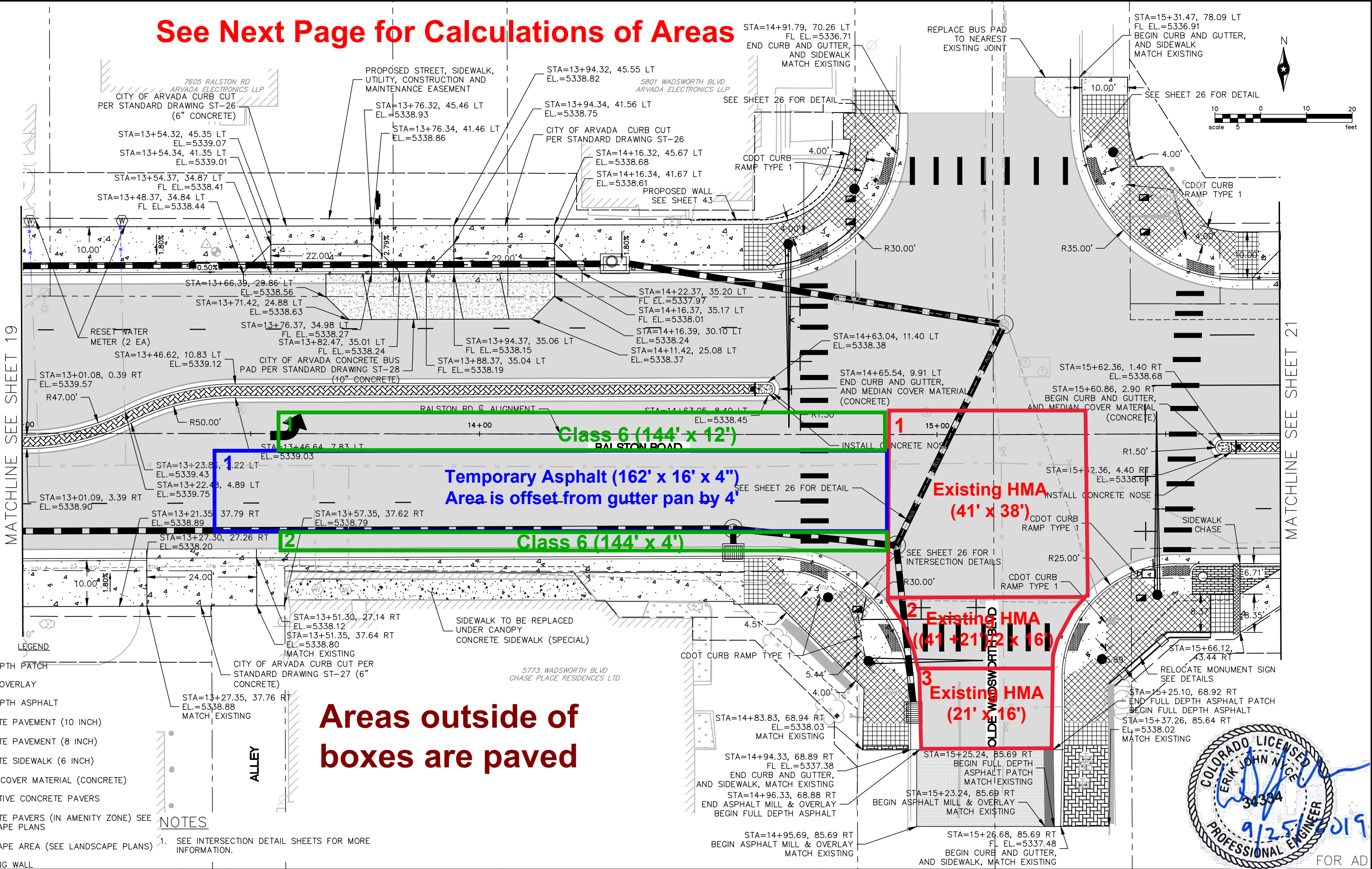
Should Federal funds not be available to cover these additional costs, or the FHWA decides not to participate in these costs, the Local Agency agrees to provide the required funds.

The City of Arvada approves this Change Order by signing below.

I accept this order, for work to be performed and prices on which payment is to be based.

REQUIRED IN ACCORDANCE WITH INSTRUCTIONS IN CDOT'S CONSTRUCTION MANUAL		REQUIRED FOR ALL CHANGE ORDERS	
Approved by FHWA Operations Engineer:	Date	Authorized by Project Engineer: <i>Chris Haley</i>	Date 4/20/21
OPTIONAL		Contractor representative: <i>[Signature]</i>	Date 4/20/21
Approved by Region Transportation Director:	Date	Approved by Resident Engineer:	Date
		☐ Participating ☐ Non-participating ☐ Participation as noted Approved funding by Region Program Engineer: _____ Date _____	

See Next Page for Calculations of Areas



Areas outside of boxes are paved

Print Date: 9/26/19	
File Name: ROADWAY PLAN SHEETS.DWG	
Horiz. Scale: As Noted	Vert. Scale: As Noted
Unit Information	
Short Elliott Hendrickson Inc. Colorado Center Tower One Suite 6000 2000 South Colorado Boulevard Denver, CO 80222-7900	Unit Leader Initials

Sheet Revisions		
Date:	Comments	Init.

Colorado Department of Transportation

CITY & COMMUNITY OF ARVADA

CDOT

2000 S Holly St.
Denver, CO 80222

Region 1

As Constructed		RALSTON ROAD RECONSTRUCTION UPHAM STREET TO YUKON STREET ROADWAY PLAN		Project No./Code	
No Revisions:		Designer: EO		STU M040-031	
Revised:		Detailer: EE WB		21175	
Void:		Sheet Subset:		Subset Sheets: of	
				Sheet Number 20	

CMO Olde Wadsworth Calcs

Arvada - Ralston Road Upham to Yukon
Calculations

*Colors correspond to the Redline Plan sheet areas

Temporary Asphalt Area

<u>Shape</u>	<u>Length (Ft)</u>	<u>Width (Ft)</u>	<u>SF</u>	<u>SY</u>
1	162	16	2592.00	288.00
Total SF:		2592.00		
Total SY:		288.00		

Class 6 Areas (Not yet Paved)

<u>Shape</u>	<u>Length (Ft)</u>	<u>Width (Ft)</u>	<u>SF</u>	<u>SY</u>
1	144	12	1728.00	192.00
2	144	4	576.00	64.00
Total SF:		2304.00		
Total SY:		256.00		

Olde Wads HMA (Still in Place)

<u>Shape</u>	<u>Avg. Length (Ft)</u>	<u>Width (Ft)</u>	<u>SF</u>	<u>SY</u>
1	41	38	1558.00	173.11
2	31	16	496.00	55.11
3	21	16	336.00	37.33
Total SF:		2390.00		
Total SY:		265.56		

Total SF:	7286.00
Total SY:	809.56

COLORADO DEPARTMENT OF TRANSPORTATION CONTRACT MODIFICATION ORDER		Project No. STU M040-031	Project code 21175
		Location Ralston Road Reconstruction - Upham St to Yukon St	
		Date 5/5/2021	Project order No. 19
Contractor T&M Construction		Estimated cost to project ☒ Increase ☐ Decrease \$ 2,035.50	
Complete address 5605 N. Peterson Rd. Sedalia, CO 80135		Total additional days allowed to complete work 0	FHWA PoDI ☐ yes ☒ no
Modification title CMO 019 - Added Work for Irrigation Power Feed			

Your contract is hereby modified to add pay items to connect the power pole located at STA 16+93 to the new Pull Box at STA 17+60. See attached Plan Sheet #21 showing the location of the work.

All work shall be done in accordance with the 2017 Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, project plans, project special provisions, and as directed by the Project Engineer.

The following items are hereby modified as follows:

Add the following Pay Items:

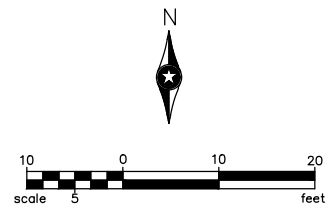
Item No.	Description	Quantity	Unit	Unit Price	Total
613-00200	2 Inch Electrical Conduit (Open Trench)	30	LF	\$10.35	\$310.50
613-07011	Pull Box (11"x18"x12")	2	EA	\$517.50	\$1,035.00
623-04000	Control Wire 24 Volt	100	LF	\$6.90	\$690.00

Total for Contract Modification Order 019: **\$2,035.50**

Should state funds not be available to cover these additional costs, or CDOT decides not to participate, the City of Arvada agrees to provide the required funds.

The City of Arvada approves this Change Order by signing below.

I accept this order, for work to be performed and prices on which payment is to be based.			
REQUIRED IN ACCORDANCE WITH INSTRUCTIONS IN CDOT'S CONSTRUCTION MANUAL		REQUIRED FOR ALL CHANGE ORDERS	
Approved by FHWA Operations Engineer:	Date	Authorized by Project Engineer: <i>Chris Haley</i>	Date 5/10/21
OPTIONAL		Contractor representative: <i>[Signature]</i>	Date 5/11/21
Approved by Region Transportation Director:	Date	Approved by Resident Engineer:	Date
		☐ Participating ☐ Non-participating ☐ Participation as noted Approved funding by Region Program Engineer:	
		Date	



MATCHLINE SEE SHEET 20

MATCHLINE SEE SHEET 22

- LEGEND**
- FULL DEPTH PATCH
 - MILL & OVERLAY
 - FULL DEPTH ASPHALT
 - CONCRETE PAVEMENT (10 INCH)
 - CONCRETE PAVEMENT (8 INCH)
 - CONCRETE SIDEWALK (6 INCH)
 - MEDIAN COVER MATERIAL (CONCRETE)
 - DECORATIVE CONCRETE PAVERS
 - CONCRETE PAVERS (IN AMENITY ZONE) SEE LANDSCAPE PLANS
 - LANDSCAPE AREA (SEE LANDSCAPE PLANS)
 - RETAINING WALL

NOTES

1. SEE INTERSECTION DETAIL SHEETS FOR MORE INFORMATION.

Power Pole

New Pull Box

New Pull Box



Print Date: 9/26/19	
File Name: ROADWAY PLAN SHEETS.DWG	
Horiz. Scale: As Noted	Vert. Scale: As Noted
Unit Information	
Short Elliott Hendrickson Inc. Colorado Center Tower One Suite 6000 2000 South Colorado Boulevard Denver, CO 80222-7900	Unit Leader Initials

Sheet Revisions		
Date:	Comments	Init.

Colorado Department of Transportation

  2000 S Holly St.
Denver, CO 80222

Region 1

As Constructed
No Revisions:
Revised:
Void:

RALSTON ROAD RECONSTRUCTION UPHAM STREET TO YUKON STREET ROADWAY PLAN			
Designer:	EO	Structure	
Detailer:	EE WB	Numbers	
Sheet Subset:		Subset Sheets:	of

Project No./Code
STU M040-031
21175
Sheet Number 21

COLORADO DEPARTMENT OF TRANSPORTATION CONTRACT MODIFICATION ORDER		Project No. STU M040-031	Project code 21175
		Location Ralston Road Reconstruction - Upham St to Yukon St	
		Date 5/13/2021	Project order No. 20
Contractor T&M Construction		Estimated cost to project ☒ Increase ☐ Decrease \$ 2,736.54	
Complete address 5605 N. Peterson Rd. Sedalia, CO 80135		Total additional days allowed to complete work 0	FHWA PoDI ☐ yes ☒ no
Modification title CMO 020 - Adjustment of Fire Hydrant and Added Landscape Materials			

Your contract is hereby modified to add pay items to adjust the fire hydrant on the SE corner of Olde Wadsworth and compensate for added landscape materials directed by the City of Arvada.

All work shall be done in accordance with the 2017 Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, project plans, project special provisions, and as directed by the Project Engineer.

The following items are hereby modified as follows:

Add the following Pay Items:

Item No.	Description	Quantity	Unit	Unit Price	Total
210-04000	Adjust Structure	1	EA	\$1,930.00	\$1,930.00
900-00014	Added Landscape Restoration (Matls Only)	1	LS	\$806.54	\$806.54

Total for Contract Modification Order 020: **\$2,736.54**

Should state funds not be available to cover these additional costs, or CDOT decides not to participate, the City of Arvada agrees to provide the required funds.

The City of Arvada approves this Change Order by signing below.

I accept this order, for work to be performed and prices on which payment is to be based.

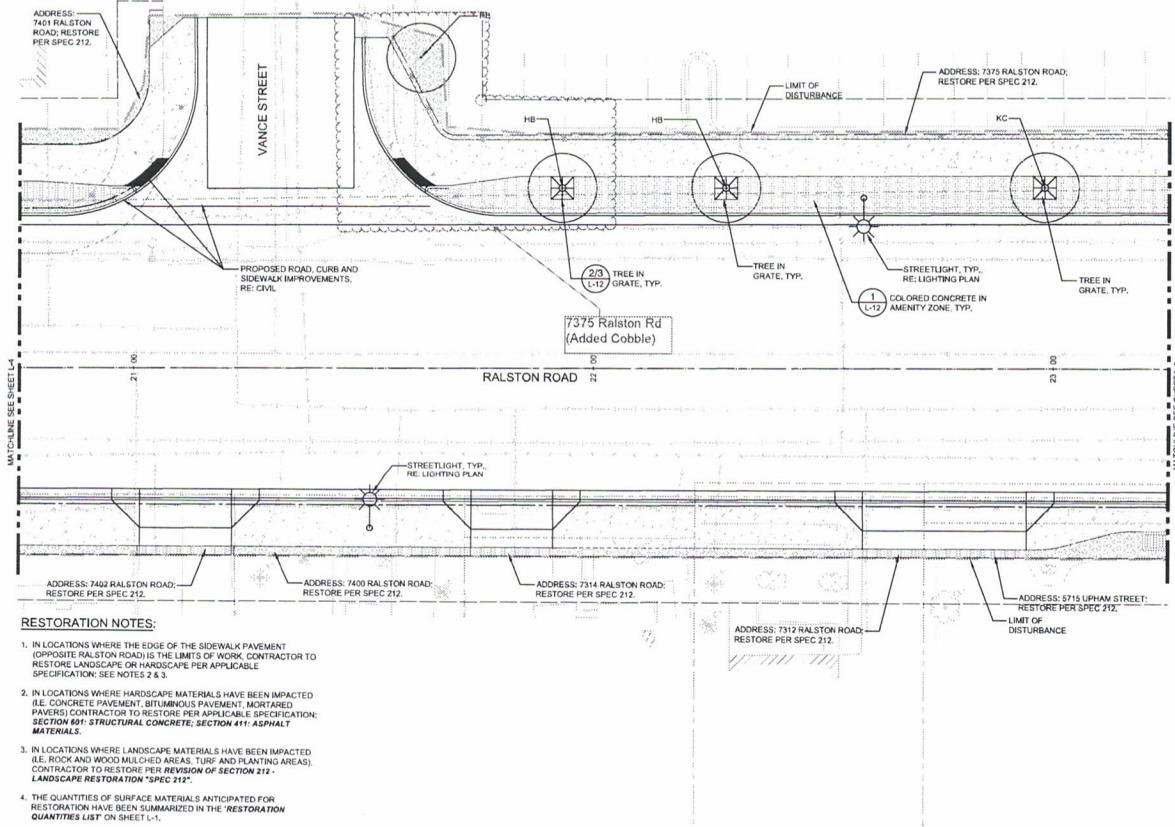
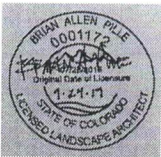
REQUIRED IN ACCORDANCE WITH INSTRUCTIONS IN CDOT'S CONSTRUCTION MANUAL		REQUIRED FOR ALL CHANGE ORDERS	
Approved by FHWA Operations Engineer:	Date	Authorized by Project Engineer: <i>Chris Hickey</i>	Date 5/24/21
OPTIONAL		Contractor representative: <i>[Signature]</i>	Date 5/25/21
Approved by Region Transportation Director:	Date	Approved by Resident Engineer:	Date
		☐ Participating ☐ Non-participating ☐ Participation as noted Approved funding by Region Program Engineer:	

LEGEND:

- DECIDUOUS TREE
- SHRUB
- ORNAMENTAL GRASS
- PROPOSED R.O.W. TREE GRATE
- PROPOSED COLORED CONCRETE IN AMENITY ZONE
- COBBLE MULCH
- DECOMPOSED GRANITE MULCH
- STREETLIGHT
- NO 2000, NO LIMITS OF WORK
- RESTORATION:
- HARDSCAPE
- LANDSCAPE

PLANTING NOTE:

FOR PLANTING DETAILS, NOTES & SCHEDULE, SEE SHEET L-1B.



RESTORATION NOTES:

- IN LOCATIONS WHERE THE EDGE OF THE SIDEWALK PAVEMENT (OPPOSITE RALSTON ROAD) IS THE LIMITS OF WORK, CONTRACTOR TO RESTORE LANDSCAPE OR HARDSCAPE PER APPLICABLE SPECIFICATION; SEE NOTES 2 & 3.
- IN LOCATIONS WHERE HARDSCAPE MATERIALS HAVE BEEN IMPACTED (I.E. CONCRETE PAVEMENT, BITUMINOUS PAVEMENT, MORTARED PAVERS) CONTRACTOR TO RESTORE PER APPLICABLE SPECIFICATION; SECTION 601: STRUCTURAL CONCRETE; SECTION 411: ASPHALT MATERIALS.
- IN LOCATIONS WHERE LANDSCAPE MATERIALS HAVE BEEN IMPACTED (I.E. ROCK AND WOOD MULCHED AREAS, TURF AND PLANTING AREAS), CONTRACTOR TO RESTORE PER REVISION OF SECTION 212 - LANDSCAPE RESTORATION "SPEC 212".
- THE QUANTITIES OF SURFACE MATERIALS ANTICIPATED FOR RESTORATION HAVE BEEN SUMMARIZED IN THE "RESTORATION QUANTITIES LIST" ON SHEET L-1.

Print Date: 09/26/19

File Name:

Horiz. Scale: As Noted

Vert. Scale: As Noted

Unit Information

Unit Leader Initials

SEH

SEH

Sheet Revisions

Date:	Comments	Init.

Colorado Department of Transportation



2000 S Holly St.
Denver, CO 80222

Region 1

As Constructed

No Revisions:
Revised:
Void:

RALSTON ROAD RECONSTRUCTION
UPHAM STREET TO YUKON STREET
LANDSCAPE PLAN

Designer:	BG	Structure	
Detailer:	BAP	Numbers	
Sheet Subset:		Subset Sheets:	of

FINAL PLAN SET

Project No./Code
STU M040-031
21175
Sheet Number
97

Exhibit 2

Under Over Run Estimate

Under and Over Run Estimate

By: Rocksol & Chris Lisberg
Updated: 6/15/2021

Items highlighted in green were the the largest contributing factors to overages.

Summary			
	Contract Quantities	Change Orders	Totals
Overruns	\$ 290,624.00	\$ 20,751.34	\$ 311,375.34
Underruns	\$ (50,694.00)	\$ (45,094.94)	\$ (95,788.94)
Total	\$ 239,930.00	\$ (24,343.60)	\$ 215,586.40
20% Contingency			\$43,117.28
Total			\$258,703.68

		Contract Value				WORK COMPLETED AS OF 5/31/21				Under & Overrun Estimate		
Item No.	Item Description	Unit	Quantity	Unit Price	Cost	PREVIOUS APPLICATIONS		THIS PERIOD		QTY	Cost	Comments
						QTY	COST	QTY	COST			
1	Clearing and Grubbing	AC	6.38	\$11,000.00	\$4,280.00	0.39	\$4,280.00		\$0.00			
2	Removal of Decking	LS	1	\$1,100.00	\$1,100.00	1	\$1,100.00		\$0.00			
3	Removal of Bollards	EA	2	\$200.00	\$400.00	5			\$0.00	3	\$ 600.00	Extras found on site
4	Removal of Tree	EA	15	\$1,200.00	\$18,000.00	16	\$19,200.00		\$0.00	1	\$ 1,200.00	Extra tree found on site
5	Removal of Tree Stump	EA	3	\$400.00	\$1,200.00	5	\$2,000.00		\$0.00	2	\$ 800.00	Extras found on site
6	Removal of Irrigation Box (Wads. Ditch)	EA	2	\$720.00	\$1,440.00	5	\$3,600.00		\$0.00	3	\$ 2,160.00	Long abandoned irrigation line found
7	Removal of Chase Drain	LF	16	\$16.00	\$256.00	32	\$512.00		\$0.00	16	\$ 256.00	Design error/omission
8	Removal of Inlet	EA	5	\$850.00	\$4,250.00	8	\$6,800.00		\$0.00	3	\$ 2,550.00	Long abandoned irrigation line found
9	Removal of Manhole	EA	1	\$850.00	\$850.00		\$0.00		\$0.00	-1	\$ (850.00)	Rehab of manhole rather than removal
10	Removal of Fire Hydrant	EA	2	\$750.00	\$1,500.00	1	\$750.00		\$0.00	-1	\$ (750.00)	Fire hydrant has already been relocated
11	Removal of Pipe	LF	197	\$19.00	\$3,743.00	624	\$11,856.00		\$0.00	427	\$ 8,113.00	Long abandoned irrigation line found
12	Removal of Pipe (Wads. Ditch)	LF	425	\$15.00	\$6,375.00	401	\$6,015.00		\$0.00	-24	\$ (360.00)	Design overestimate
13	Removal of Delineator	EA	3	\$3.00	\$9.00	3	\$9.00		\$0.00			
14	Removal of Wall	LF	452	\$15.00	\$6,780.00	518	\$7,770.00		\$0.00	66	\$ 990.00	Two extra walls found
15	Removal of Concrete Median Cover Material	SY	330	\$14.00	\$4,620.00	284	\$3,976.00		\$0.00	-46	\$ (644.00)	Design overestimate
16	Removal of Median Cover Material (Rock)	SY	44	\$10.00	\$440.00	29	\$290.00		\$0.00	-15	\$ (150.00)	Design overestimate
17	Removal of Sidewalk	SY	1821	\$14.00	\$25,494.00	1486	\$20,804.00		\$0.00	-350	\$ (4,900.00)	Design overestimate
18	Removal of Curb & Gutter	LF	4339	\$6.00	\$26,034.00	4435	\$26,610.00		\$0.00	120	\$ 720.00	Design underestimate
19	Removal of Concrete Curb Ramp	SY	55	\$14.00	\$770.00	93	\$1,302.00		\$0.00	50	\$ 700.00	Design underestimate
20	Removal of Brick Pavers	SY	5	\$14.00	\$70.00		\$0.00		\$0.00	72	\$ 1,008.00	Design error/omission
21	Removal of Concrete Pavement	SY	369	\$16.00	\$5,904.00	957	\$15,312.00		\$0.00	588	\$ 9,408.00	Design error/omission
22	Removal of Concrete Pavement (Special)	SY	34	\$16.00	\$544.00	39	\$624.00		\$0.00	5	\$ 80.00	Design underestimate
23	Removal of Asphalt Mat	SY	8182	\$10.00	\$81,820.00	8905	\$89,050.00		\$0.00	723	\$ 7,230.00	Removal of temp pavement near Olde Wads. Pavement in the location was temporary due to unexpected frost in early winter paving.
24	Removal of Asphalt Mat (Planning)	SY	1175	\$6.00	\$7,050.00	1040	\$6,240.00		\$0.00	-135	\$ (810.00)	Planning elimated at interface of Ralston Road Phase 2.
25	Removal of Light Decorative Pole	EA	10	\$936.00	\$9,360.00	10	\$9,360.00		\$0.00			
26	Removal of Arvada Wayfinding Sign	EA	2	\$110.00	\$220.00	2	\$220.00		\$0.00			
27	Removal of Monument Sign	EA	6	\$480.00	\$2,880.00	14	\$6,720.00		\$0.00	8	\$ 3,840.00	Multiple former signs foundations discovered
28	Removal of Pull Box	EA	3	\$210.00	\$630.00	3	\$630.00		\$0.00			
29	Removal of Traffic Signal Equipment	LS	1	\$5,760.00	\$5,760.00	1	\$5,760.00		\$0.00			
30	Removal of Ground Sign	EA	3	\$100.00	\$300.00		\$0.00		\$0.00			
31	Removal of Sign Panel	EA	1	\$100.00	\$100.00	1	\$100.00		\$0.00			
32	Removal of Traffic signal Head	EA	3	\$76.00	\$228.00	3	\$228.00		\$0.00			
33	Removal of Fence	LF	184	\$13.00	\$2,392.00	255	\$3,315.00		\$0.00	71	\$ 923.00	Design underestimate
34	Clean Valve Box	EA	14	\$294.00	\$4,116.00	19	\$5,586.00		\$0.00	5	\$ 1,470.00	Design underestimate
35	Unclassified Excavation (CIP)	CY	1310	\$51.00	\$66,810.00	1660	\$84,660.00		\$0.00	450	\$ 22,950.00	Design underestimate
36	Potholing	HR	20	\$222.00	\$4,440.00	138	\$30,636.00		\$0.00	118	\$ 26,196.00	Design underestimate
37	Erosion Log (12 inch)	LF	80	\$5.00	\$400.00		\$0.00		\$0.00	-80	\$ (400.00)	Design overestimate
38	Construction Fence	LF	3397	\$2.00	\$6,794.00	866	\$1,732.00		\$0.00	-2531	\$ (5,062.00)	Design overestimate
39	Silt Fence	LF	285	\$1.60	\$456.00	100	\$160.00		\$0.00	-185	\$ (296.00)	Aggregate bag preferred by stormwater group
40	Rubber Wattle	LF		\$22.53			\$0.00		\$0.00			
41	Aggregate Bag	LF	203	\$7.00	\$1,417.50	404	\$2,828.00		\$0.00	201	\$ 1,407.00	Used in lieu of Silt fence
42	Concrete Washout Structure	EA	2	\$6,000.00	\$12,000.00	2	\$12,000.00		\$0.00			
43	Storm Drain Inlet Protection (Type 1)	EA	6	\$88.00	\$528.00		\$0.00		\$0.00	-6	\$ (528.00)	Type 2 preferred
44	Storm Drain Inlet Protection (Type 2)	EA	6	\$235.00	\$1,410.00	38	\$8,930.00		\$0.00	32	\$ 7,520.00	Took substantial damage from vehicles and needed frequent replacement
45	Vehicle Tracking Pad	EA	2	\$1,500.00	\$3,000.00	2	\$3,000.00		\$0.00			
46	Removal and Disposal of Sediment (Labor)	HR	10	\$49.00	\$490.00	23	\$1,127.00		\$0.00	13	\$ 637.00	Design underestimate
47	Removal and disposal of Sediment (Equipment)	JR	5	\$95.00	\$475.00	21	\$1,995.00		\$0.00	16	\$ 1,520.00	Design underestimate
48	Removal of Trach	HR	10	\$85.00	\$850.00	8	\$765.00		\$0.00			
49	Erosion Control Management	Day	218	\$135.00	\$29,430.00	210	\$28,350.00	30	\$4,050.00	55	\$ 7,425.00	Increase due to project delays
50	Abandon Pipe	LF	70	\$24.00	\$1,680.00	53	\$1,272.00		\$0.00			
51	Reset Water Meter	EA	13	\$2,000.00	\$26,000.00	14	\$28,000.00		\$0.00	1	\$ 2,000.00	Design underestimate
52	Reset Ground Sign	EA	14	\$210.00	\$2,940.00	10	\$2,100.00		\$0.00			
53	Reset Arvada Corner Monument Sign	LS	1	\$15,000.00	\$15,000.00	1	\$15,000.00		\$0.00			
54	Reset Sign Panel	EA	12	\$115.00	\$1,380.00	3	\$345.00		\$0.00			
55	Reset Pull Box	EA	4	\$660.00	\$2,640.00	4	\$2,640.00		\$0.00			
56	Reset Traffic Signal Head	EA	3	\$283.00	\$849.00	3	\$849.00		\$0.00			
57	Reset Fire Preemption Unit and Timer	EA	1	\$525.00	\$525.00	1	\$525.00		\$0.00			
58	Adjust Manhole	EA	11	\$550.00	\$6,050.00	8	\$4,400.00	2	\$1,100.00	-2	\$ (1,100.00)	Design overestimate
59	Adjust Valve Box (Water)	EA	28	\$320.00	\$8,960.00	23	\$7,360.00		\$0.00	-5	\$ (1,600.00)	Design overestimate
60	Adjust Water Meter	EA	2	\$1,440.00	\$2,880.00		\$0.00		\$0.00	-2	\$ (2,880.00)	Not needed
61	Landscape Restoration	LS	1	\$15,000.00	\$15,000.00	0.76	\$11,400.00	0.16	\$2,400.00			
62	Two Year Landscape Maintenance	LS	1	\$44,500.00	\$44,500.00		\$0.00		\$0.00			
63	Tree Grates	EA	10	\$34,000.00	\$34,000.00	10	\$34,000.00		\$0.00			
64	Leaning Rail (Install Only)	EA	3	\$365.00	\$1,095.00		\$0.00		\$0.00			
65	Deciduous Tree (2 inch caliper)	EA	17	\$550.00	\$9,350.00		\$0.00		\$0.00			
66	Deciduous Tree (3 gal.)	EA	28	\$40.00	\$1,120.00		\$0.00		\$0.00			
67	Evergreen Shrub (3 gal.)	EA	22	\$55.00	\$1,210.00		\$0.00		\$0.00			
68	Perennials (1 gal.)	EA	97	\$15.00	\$1,455.00		\$0.00		\$0.00			
69	Wildlife Biologist	HR	10	\$100.00	\$1,000.00	8	\$800.00		\$0.00	-2	\$ (200.00)	Design overestimate
70	Removal of Nest	HR	10	\$80.00	\$800.00		\$0.00		\$0.00	-10	\$ (800.00)	Not needed
71	Netting	SY	20	\$19.00	\$380.00		\$0.00		\$0.00	-20	\$ (380.00)	Not needed
72	Monitoring Technician	HR	20	\$90.00	\$1,800.00		\$0.00		\$0.00	-20	\$ (1,800.00)	Not needed

Negotiated Change order estimate					WORK COMPLETED AS OF 5/31/21				Under & Overrun Estimate			
Item No.	Item Description	Unit	Quantity	Unit Price	Cost	PREVIOUS APPLICATIONS		THIS PERIOD		QTY	Cost	Comments
						QTY	COST	QTY	COST			
Change order CMO-001												
CMO 01	Traffic signal Temporary	LS	1	\$28,646.90	\$28,646.90	1	\$28,646.90		\$0.00			
CMO 01	Traffic control (additional for traffic Mod)	LS	1	\$10,733.94	\$10,733.94	1	\$10,733.94		\$0.00			
Subtotal					\$39,380.84		\$39,380.84		\$0.00			
Change Order CMO-002												
CMO 02	Saw cutting Asphalt Mat (6 in)	LF	20	\$ 13.50	\$ 270.00	24	\$324.00		\$0.00	4	\$ 54.00	Change order overestimate
23	Removal of Asphalt Mat	SY	3	\$ 10.00	\$ 30.00	12	\$120.00		\$0.00	9	\$ 90.00	Change order overestimate
36	Potholing	HR	2	\$ 222.00	\$ 444.00	2	\$444.00		\$0.00			
CMO 02	Structure Excavation	CY	5	\$ 71.50	\$ 357.50	5	\$357.50		\$0.00			
CMO 02	Structural Backfill (flow fill)	CY	5	\$ 193.40	\$ 967.00	5	\$967.00		\$0.00			
76	Hot Mix Asphalt (Patching) (Asphalt)	TN	1	\$ 400.00	\$ 400.00	1	\$400.00		\$0.00			
93	Type R LS (10 Ft)	EA	1	\$ 5,400.00	\$ (5,400.00)		\$0.00		\$0.00			
94	Manhole Slab Base (5 ft)	EA	1	\$ 4,200.00	\$ (4,200.00)		\$0.00		\$0.00			
CMO 02	Type R L10 L 5 ft)	EA	1	\$ 8,605.00	\$ 8,605.00	1	\$8,605.00		\$0.00			
CMO 02	Manhole slab Base (10 ft)	EA	1	\$ 6,100.00	\$ 6,100.00		\$0.00		\$0.00	-1	\$ (6,100.00)	Rehab of manhole rather then removal
Subtotal					\$ 7,573.50		\$11,217.50		\$0.00	\$ (5,956.00)		
Change Order CMO-003												
CMO 03	Additional Survey	LS	1	\$1,575.50	\$ 1,575.50	1	\$1,575.50					
Subtotal					\$ 1,575.50		\$1,575.50					
Change Order CMO-004												
CMO 04	Additional Concrete Pavement (6 inch)	SY	500	\$ 79.85	\$ 39,925.00	289	\$23,076.65		\$ -	-211	\$ (16,848.35)	Design overestimate
97	Concrete Sidewalk (6 inch)	SY	500	\$ 62.00	\$ (31,000.00)							
Subtotal					\$ 8,925.00		\$23,076.65		\$0.00	\$ (16,848.35)		
Change Order CMO-005												
CMO 05	Vacuum Truck	FA	1	\$ 2,097.50	\$ 2,097.50	1	\$ 2,097.50		\$ -			
CMO 05	Flagging	HR	16	\$ 31.00	\$ 496.00	24	\$ 744.00		\$ -	8	\$ 248.00	Change order underestimate
CMO 02	Sawing Asphalt Mat (6 inch)	LF	24	\$ 13.50	\$ 324.00	41	\$ 553.50		\$ -	17	\$ 229.50	Change order underestimate
23	Removal of Asphalt Mat	SY	4	\$ 10.00	\$ 40.00	4	\$ 40.00		\$ -			
CMO 02	Structural Backfill (flow fill)	CY	6	\$ 193.40	\$ 1,160.40	6	\$ 1,160.40		\$ -			
76	Hot Mix Asphalt (Patching)	TN	1	\$ 400.00	\$ 400.00		\$ -		\$ -	-1	\$ (400.00)	Charged above in contract values
Subtotal					\$ 4,517.90		\$4,595.40		\$0.00	\$ 77.50		
Change Order CMO-006												
CMO 06	8 inch Plastic Pipe	LF	5	\$ 55.60	\$ 278.00	5	\$278.00		\$ -			
CMO 06	8 Inch Gate Valve	EA	1	\$ 2,880.00	\$ 2,880.00	1	\$2,880.00		\$ -			
CMO 06	Swivel Tee Connect to Waterline	EA	1	\$ 2,680.00	\$ 2,680.00	1	\$2,680.00		\$ -			
CMO 06	Traffic Control	DAY	3	\$ 1,192.00	\$ 3,577.98	3	\$3,577.98		\$ -			
11	Removal of Pipe	LF	25	\$ 19.00	\$ 475.00	25	\$475.00		\$ -			
23	Removal of Asphalt Mat	SY	17	\$ 10.00	\$ 170.00	17	\$170.00		\$ -			
CMO 02	Structural Backfill (flow fill)	CY	42	\$ 193.40	\$ 8,122.80	30	\$5,802.00		\$ -	-12	\$ (2,320.80)	Change order overestimate
76	Hot Mix Asphalt (Patch)	TN	5	\$ 400.00	\$ 2,000.00	5	\$2,000.00		\$ -			
CMO 02	Structural Excavation	CY	30	\$ 71.50		30	\$2,145.00		\$ -			
CMO 02	Sawing Asphalt mat (6 inch)	LF	25	\$ 13.50		25	\$337.50		\$ -			
Subtotal					\$ 20,183.78		\$20,345.48		\$0.00	\$ (2,320.80)		
Change Order CMO-007												
CMO 07	Geogrid Reinforcement	SY	180	\$ 6.67	\$ 1,200.60	775	\$5,169.25		\$0.00	595	\$ 3,968.65	Field change needed for additional materials
Subtotal					\$ 1,200.60		\$5,169.25		\$0.00	\$ (3,968.65)		
Change Order CMO-008												
CMO 08	Removal of Pipe (special)	LF	236	\$ 28.00	\$ 6,608.00	221	\$6,188.00		\$ -	-15	\$ (420.00)	Change order overestimate
CMO 08	Modify Manhole	EA	1	\$ 10,920.00	\$ 10,920.00	1	\$10,920.00		\$ -			
CMO 08	HMA (Patching) (Temporary)	TON	35	\$ 325.00	\$ 11,375.00	28.81	\$9,363.25		\$ -	-6	\$ (2,011.75)	Change order overestimate
CMO 08	18 inch RCP (CIP) (Special)	LF	479	\$ 142.75	\$ 68,377.25	479	\$68,377.25		\$ -			
CMO 08	24 inch RCP (CIP) (Special)	LF	86	\$ 202.75	\$ 17,436.50	82	\$16,625.50		\$ -	-4	\$ (811.00)	Change order overestimate
CMO 08	4 inch Plastic Pipe and Bend	LF	5	\$ 145.00	\$ 725.00		\$0.00		\$ -	-5	\$ (725.00)	Change order overestimate
CMO 08	12 inch Plastic Pipe (special)	LF	38	\$ 144.55	\$ 5,492.90	31	\$4,481.05		\$ -	-7	\$ (1,011.85)	Change order overestimate
CMO 08	Traffic control (Spec) (w/o Patching)	Day	41	\$ 1,055.05	\$ 43,257.05	23	\$24,266.15	18	\$ 18,990.90			
23	Remove Asphalt Mat	SY	125	\$ 10.00	\$ 1,250.00	51	\$510.00		\$ -	-74	\$ (740.00)	Change order overestimate
CMO 02	Saw Cutting Asphalt Mat	LF	435	\$ 13.50	\$ 5,872.50	83	\$1,120.50		\$ -	-352	\$ (4,752.00)	Change order overestimate
50	Abandon Pipe	LF	150	\$ 24.00	\$ 3,600.00		\$0.00		\$ -	-150	\$ (3,600.00)	Change order overestimate
11	Removal of Pipe	LF	197	\$ 19.00	\$ (3,743.00)		\$0.00		\$ -			
87	18 inch RCP (CIP)	LF	700	\$ 120.00	\$ (84,000.00)		\$0.00		\$ -			
88	24 inch RCP (CIP)	LF	399	\$ 136.00	\$ (54,264.00)		\$0.00		\$ -			
85	12 inch Plastic Pipe	LF	24	\$ 119.00	\$ (2,856.00)		\$0.00		\$ -			
Subtotal					\$ 90,051.20		\$141,851.70		\$18,990.90	\$ (14,071.60)		
Change Order CMO-009												
CMO 09	Removal of Pavement Marking	SF	1055	\$ 3.00	\$ 3,165.00	821	\$2,463.00		\$ -	-234	\$ (702.00)	Change order overestimate
CMO 09	Saw Cutting Asphalt Mat (Machine)	LF	585	\$ 2.75	\$ 1,608.75	490	\$1,347.50		\$ -	-95	\$ (261.25)	Change order overestimate
CMO 09	Mobilization (Traffic Shift)	LS	1	\$ 1,159.00	\$ 1,159.00	1	\$1,159.00		\$ -			
CMO 09	Traffic Control (Special) (Post Aug)	DAY	4	\$ 1,055.05	\$ 4,055.05	4	\$1,055.05		\$ -			
132	Pavement Marking Paint (Waterborne)	GL	12	\$ 150.00	\$ 1,800.00	8.1	\$1,215.00		\$ -	-4	\$ (585.00)	
Subtotal					\$ 8,783.80		\$7,235.55		\$0.00	\$ (1,548.25)		
Change Order CMO-010												
CMO 10	Sidewalk Chase Drain (Lakewood)	SF	31	\$ 287.50	\$ 8,912.50		\$0.00		\$ -			
101	Sidewalk Chase Drain	LF	31	\$ 98.00	\$ (3,038.00)		\$0.00		\$ -			
CMO 10	Added F/A Materials	S	1422.93	\$ 1	\$ 1,422.93		\$0.00		\$ -			
Subtotal					\$ 7,297.43		\$0.00		\$0.00			
Change Order CMO-011												
CMO 11	Modification of Traffic Signal Controller	EA	10	\$ 517.50	\$ 5,175.00	10	\$5,175.00		\$ -			
CMO 11	Portable Message Sign Panel	DAY	40	\$ 93.42	\$ 3,736.80		\$0.00	13	\$ 1,214.46	-27	\$ (2,522.34)	Change order overestimate
Subtotal					\$ 8,911.80		\$5,175.00		\$1,214.46	\$ (2,522.34)		
Change Order CMO-012												
CMO 12	Pull Box(Install Only)	EA	3	\$ 912.50	\$ 2,737.50	2	\$1,825.00		\$ -			
36	Potholing	HR	92	\$ 122.00	\$ 6,344.00		\$0.00		\$ -			
Subtotal					\$ 9,081.50		\$1,825.00		\$0.00			
Change Order CMO-013												
CMO 13	Traffic Signal (Temp) (Add Lt Turn)	LS	1	\$ 2,300.00	\$ 2,300.00	1	\$2,300.00		\$ -			
132	Pavement Marking Paint (Waterborne)	GAL	5	\$ 150.00	\$ 750.00	5	\$750.00		\$ -			
CMO 08	Traffic Control (w/o Patching)	DAY	0.5	\$ 1,055.05	\$ 527.53		\$0.00		\$ -			
Subtotal					\$ 3,577.53		\$3,050.00		\$0.00			
Change Order CMO-014												
CMO 14	Monument Sign Stonework	LS	1	\$ 6,133.50	\$ 6,133.50		\$0.00	1	\$ 6,133.50			
Subtotal					\$ 6,133.50		\$0.00		\$6,133.50			
Change Order CMO-015												
CMO 15	Water Valve Box (Materials Only)	DOL	1	\$ 1,766.41	\$ 1,766.41		\$0.00		\$ -			
Subtotal					\$ 1,766.41		\$0.00		\$0.00			
Change Order CMO-016												
CMO 16	3/4" Electrical Conduit	LF	50	\$ 7.55	\$ 377.50	50	\$377.50		\$ -			
CMO 16	1" Irrigation Service	LS	1	\$ 5,910.00	\$ 5,910.00	1	\$5,910.00		\$ -			
CMO 16	Mobilization (Irrigation Service)	EA	2	\$ 1,020.00	\$ 2,040.00	1	\$1,020.00		\$ -			
23	Removal of Asphalt Mat	SY	14	\$ 10.00	\$ 140.00	12	\$120.00		\$ -	-2	\$ (20.00)	Change order overestimate
CMO 02	Sawing Asphalt Mat (6 inch)	LF	70	\$ 13.50	\$ 945.00	60	\$810.00		\$ -	-10	\$ (135.00)	Change order overestimate
CMO 02	Structure Excavation	CY	14	\$ 71.50	\$ 1,001.00	10	\$715.00		\$ -	-4	\$ (286.00)	Change order overestimate
CMO 02	Structure Backfill (Flow Fill)	CY	14	\$ 193.40	\$ 2,707.60	10	\$1,934.00		\$ -	-4	\$ (773.60)	Change order overestimate
76	Hot Mix Asphalt (Patching) (Asphalt)	TON	4	\$ 400.00	\$ 1,600.00	4	\$1,600.00		\$ -			
Subtotal					\$ 14,721.10		\$12,486.50		\$0.00	\$ (1,214.60)		
Change Order CMO-017												
CMO 17	Removal of Abandoned Fuel Storage Tanks	FA	1	\$ 9,373.54	\$ 9,373.54	1	\$9,373.54		\$ -			
CMO 08	Traffic Control (w/o Patching)	DAY	2	\$ 1,055.05	\$ 2,110.10		\$0.00		\$ -			
Subtotal					\$ 11,483.64		\$9,373.54		\$0.00			
Change Order CMO-018												
CMO 18	Removal of Asphalt Mat (Confined Area)	SY	554	\$ 12.25	\$ 6,786.50	620	\$7,595.00		\$ -	66	\$ 808.50	Change Order Underestimate
CMO 18	Reconditioning (Addit for Confined Area)	SY	810	\$ 0.56	\$ 453.60	810	\$453.60		\$ -			
CMO 18	Asphalt Paving (Confined Area)	TON	223	\$ 143.75	\$ 32,056.25	327.93	\$47,139.94		\$ -	105	\$ 15,083.69	Change Order Underestimate
CMO 18	Loader Mobilization (Olde Wadsworth Paving)	LS	1	\$ 920.00	\$ 92							

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

Chris Proper

Name: Chris Proper

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.

**AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND
T & M CONSTRUCTION, LLC FOR THE RECONSTRUCTION OF RALSTON ROAD
BETWEEN UPHAM STREET AND YUKON STREET
IN AN AMOUNT NOT TO EXCEED \$2,619,824.50**

This Agreement made this 16th day of December, 2019, by and between the City of Arvada, a home rule municipal corporation (“Arvada” and/or “City”) and T & M Construction, LLC, a Colorado Limited Liability Company (“Contractor”).

WITNESSETH: That for and in consideration of the covenants, promises, and payments hereinafter mentioned:

1. Contractor will commence and complete the reconstruction of Ralston Road described in the Contract Documents relating to CSB-15-ST-30R, re-issued September 26, 2019, (“the Work”).
2. Contractor will furnish all material, supplies, tools, equipment, labor, and other services necessary for the completion of the Work.
3. Contractor will commence the work required by the Contract Documents within ten (10) calendar days after the date of Notice to Proceed.
4. Contractor will complete the work required by the Contract Documents by **218 working days** after the date of the Notice to Proceed unless the period for completion is extended otherwise by the Contract Documents.
5. Contractor agrees to perform all of the work described in the Contract Documents for an amount not to exceed **\$2,619,824.50** for the Work.
6. The term “Contract Documents” means and includes the following:
 - A. Arvada’s Request for Ralston Road Reconstruction- Upham Street to Yukon Street- REPOST, CSB-15-ST-30R (“CSB”);
 - B. CSB Exhibits (if any);
 - C. CSB Addenda (if any);
 - D. Contractor’s Response to CSB-15-ST-30R, Advertisement for Bid, Bid Proposal, Bid Schedule, Bid Bond;
 - E. Notice of Award;
 - F. Performance and Payment Bond;
 - G. Notice to Proceed;
 - H. Change Orders (if any);
 - I. City of Arvada Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements;
 - J. Project special provisions prepared or issued by City of Arvada (or its Consultant if applicable);
 - K. Detail drawings and Bid Documents prepared or issued by City of Arvada (or its Consultant if applicable);
 - L. Specification Illustrations and attachments; and
 - M. All supplementary requirements regarding wage rates, E.E.O., affirmative action and all other Federal-State requirements as outlined in the specifications.

7. INVOICES AND COMPENSATION. Contractor will follow Bid schedule and partial payments will be made accordingly NET 15 but no later than NET 30.

8. GENERAL TERMS AND CONDITIONS, SPECIAL TERMS AND CONDITIONS, INSURANCE REQUIREMENTS, PROJECT SPECIAL PROVISIONS, AND OTHER CSB REQUIREMENTS. 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, Project Special Provisions, and other CSB requirements, and agrees to be bound by those terms and conditions.

9. CHANGE ORDERS. 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 changes in scope of services, completion date, contract amount, any applicable material modifications, and any other matters that the parties deem necessary.

10. PREFERENCES IN EMPLOYMENT OF COLORADO LABOR. To the extent that obligations and responsibilities may be established by C.R.S. § 8-17-101 *et seq.*, as amended, with respect to certain public entities and those contracting therewith as to the procurement of services:

- a. Colorado labor shall be employed to perform eighty percent (80%) of the work.
- b. Any waiver of this requirement must comply with C.R.S. § 8-17-101 *et seq.*, as amended.

11. PERFORMANCE MEASURES. The Performance Measures for this Agreement shall be those outlined by Arvada in Section 22 of Special Terms and Conditions for Bidders in the CSB, which are included in the Contract Documents that are exhibits to this Agreement.

12. 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.

13. 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.

14. 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.

15. INTEGRATION, AMENDMENT, AND SEVERABILITY. This Agreement represents the entire agreement between the parties, and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect if the essential terms and conditions of this Agreement for both parties remain valid, legal, and enforceable.

16. 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.

17. 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.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement which shall be deemed an original on the date first above written.



CITY OF ARVADA, COLORADO

Marc Williams

Marc Williams, Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST/WITNESS:

Kristen R. Rush, City Clerk

City Clerk

APPROVED AS TO FORM:

For Rachel A. Morris, City Attorney

By: Emily Grogg

T & M CONSTRUCTION, LLC

Tom Andreas

Thomas Andreas, Managing Partner
5605 North Peterson Road, Unit A
Sedalia, Colorado 80135

CITY OF
ARVADA

COMPETITIVE SEALED BID

BID #: CSB-15-ST-30R

Title: Ralston Road Reconstruction – Upham Street to Yukon Street – REPOST

CSB Issued: 09/26/2019

Pre-bid Meeting: N/A

Bids Due By: 10/22/2019, 2:00 pm local time

Questions Deadline: 10/11/2019, 12:00 pm local time
Questions and responses will be posted on BidnetDirect.com

Delivery Date: 218 Working Days after the Notice to Proceed

Delivery address: City of Arvada Engineering Division
8101 Ralston Rd, Arvada, CO 80002
Late responses will not be considered for award.

For additional information, contact: Nancy Allen, nallen@arvada.org

Documents included in this BID:

Cover Page	page 1
Advertisement for Bidders	page 2
General Terms and Conditions	page 3
Special Terms and Conditions for Bidders	page 6
Insurance Requirements	page 9
Submittal Forms to be Completed and Returned	
• Bid Bond	
• Bid Proposal	
• Bid Schedule	
• Performance and Payment Bond	
• CDOT Form 606, Anti-Collusion Affidavit	
Submittal Checklist and References to be Completed and Returned	
Preview of Documents if Awarded	
Project Special Provisions	
Standard Special Provisions	
Project Drawings	

ARVADA'S VISION MISSION AND VALUES

VISION: We dream big and deliver.

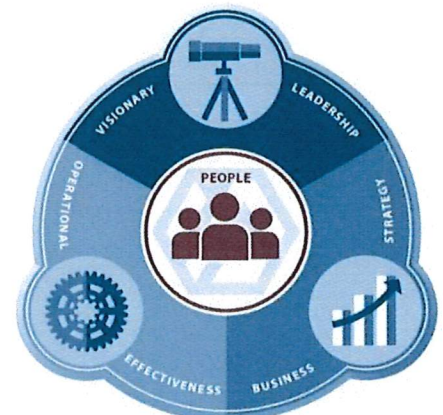
MISSION: We are dedicated to delivering superior services to enhance the lives of everyone in our community.

VALUES:

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

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

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



ADVERTISEMENT FOR BIDS

Sealed bids for the construction of City of Arvada, Project No 15-ST-30 (a.k.a. CDOT Project No. STU M040-031, 21175), Project Title **Ralston Road Reconstruction – Upham Street to Yukon Street - REPOST**, will be received at the office of the City Engineer until **2:00 pm on October 22, 2019** and then publicly opened and read aloud.

The BID DOCUMENTS, consisting of Advertisement for Bids, General Terms and Conditions, Special Terms and Conditions, Insurance Requirements, Project Special Provisions, Addendum when issued, Bid Bond, Bid Proposal, Bid Schedule, Performance and Payment Bond, Submittal Checklist and References, Sample documents, and the Project Drawings may be examined at the following locations:

- City of Arvada Engineering Division - 8101 Ralston Road, Arvada, Colorado 80002
- www.bidnetdirect.com

No cost bid documents may be obtained at www.bidnetdirect.com on or after September 26, 2019. Bid documents may also be obtained at the office of the City Engineer upon payment of \$30.00 per set, which is non-refundable.

ESTIMATED QUANTITIES OF THE MAJOR ITEMS OF WORK ARE:

8,000	SY	REMOVAL OF ASPHALT MAT
1,800	SY	REMOVAL OF SIDEWALK
4,300	LF	REMOVAL OF CURB AND GUTTER
3,600	TON	HOT MIX ASPHALT
2,400	SY	CONCRETE SIDEWALK (6 INCH)
2,000	LF	6" VERTICAL CURB AND GUTTER
400	LF	24" RCP
7	EA	MANHOLE SLAB BASE (5 FOOT)
		TRAFFIC SIGNAL EQUIPMENT
		TRAFFIC CONTROL

Bidders, subcontractors and suppliers must be familiar with the current City of Arvada Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements, dated January 12, 2016, which will be combined with the Bid Documents to form the Contract Documents for the Project. A copy of the Standards may be obtained from the office of the City Engineer upon a non-refundable payment of \$50.00. Holders will be notified when supplemental revisions and additions are available as they are adopted. The Standards are also available at no cost on the City's web site at www.arvada.org. Holders are responsible for keeping current their City of Arvada Engineering Code of Standards and Specifications.

Bidders (prime contractors) shall be on the Colorado Department of Transportation's pre-qualified contractor list and registered with Sam.gov.

The Project Engineer for this work is Chris Proper and can be reached at the following e-mail address: chris-p@arvada.org.

Date: 9/26/2019

CITY OF ARVADA



Jacob Beedle, P.E.
City Engineer
8101 Ralston Road
Arvada, Colorado 80002

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. INDEMNIFICATION OF PROPERTY OWNER. When the work requires entry onto private property through the use of an easement, Contractor agrees to defend, hold harmless, and indemnify the property owner from and against any and all losses, damages, liens, claims, demands, debts, obligations, liabilities, fines, penalties, suits or actions, judgments, and costs of any kind (including reasonable attorneys' fees) arising out of or in any matter connected with (i) the use of the easement property, or (ii) any act, omission or neglect of Contractor, or (iii) any breach of any agreement pertaining to the easement property by Contractor. In addition, Contractor agrees to waive and release all claims against the property owner for any loss or damage to its personal property, or loss of use, occurring out of the Contractor's use of the easement property, except resulting from the grossly or negligent or willful acts or omissions of the property owner.

6. 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.

7. CONFIDENTIAL DOCUMENTS. Contractors may designate specific pages or sections within their submission as trade secret or confidential commercial information or as otherwise protected by law ("Confidential Information"). Documents and data that are considered Confidential Information shall be clearly marked as such and separated from the rest of the solicitation submission documents. Comingling is not acceptable. The City does not favor blanket assertions of Confidential Information. Please note that blanket assertions that merely classify and/or broadly claim information is confidential are insufficient as a matter of law. *See, International Brotherhood of Electrical Workers Local 68 v. Denver Metropolitan Major League Baseball Stadium District*, 880 P.2d 160 (Colo. App. 1994). Any information that will be included in any resulting contract cannot be considered Confidential. Under no circumstances may submission pricing information be considered Confidential. In the event a formal contract is entered into with the City and a portion of the Proposal/Response carries a designation indicating the Contractor believes it is Confidential Information, then the City agrees that it will use its best efforts to forward any request for the disclosure of the Confidential Information to the Contractor. By its submission of the Proposal/Response, Contractor agrees to promptly respond to the request for disclosure with any objections and reasons therefor in accordance with the Colorado Open Records Act C.R.S. §§24-72-101 *et seq.* and any other applicable law. Further,

Contractor agrees to assume the obligation to defend, hold harmless, and indemnify the City in any legal proceeding that arises from non-disclosure of documents or data pursuant to the Contractor's objection.

8. 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.

9. 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.

10. 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.

11. 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.

12. SUBCONTRACTING. Contractor shall not award work to subcontractor(s) in excess of fifty percent of the total contract price without Arvada's prior written approval. 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.

13. 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).

14. 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.*

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. EQUAL EMPLOYMENT OPPORTUNITY. Contractor shall not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, color, national origin or ancestry, religion, disability, age, sexual orientation, gender identity, veteran status, or any other basis prohibited by federal, state, or local law.

22. 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.

23. PREFERENCES IN EMPLOYMENT OF COLORADO LABOR. To the extent that obligations and responsibilities may be established by C.R.S. § 8-17-101 *et seq.*, as amended, with respect to certain public entities and those contracting therewith as to the procurement of services:

- A. Colorado labor shall be employed to perform eighty percent (80%) of the work.
- B. Any waiver of this requirement must comply with C.R.S. § 8-17-101 *et seq.*, as amended.

24. RETAINAGE REQUIREMENTS. Contractor agrees to submit monthly invoices together with any retainage requirements as prescribed by Colorado state statutes (*see e.g.*, C.R.S. §§24-91-101 *et seq.*). Payment from Arvada will traditionally be paid NET (15) days but no later than NET thirty (30) days. Invoices will accurately reflect actual work completed by Contractor.

SPECIAL TERMS AND CONDITIONS FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS. Bids will be received by the City of Arvada, Colorado (herein called the City) at the time and place stated in the Advertisement for Bids and then publicly opened and read aloud.

Each Bid Proposal must be submitted in a sealed envelope, addressed to the City of Arvada, Colorado, 8101 Ralston Road, Arvada, CO 80002. The envelope containing the Bid Proposal should bear on the outside the name of the bidder, his address, the name of the project and project number for which the Bid Proposal is submitted. Bidder shall assume full responsibility for timely delivery of bid to the office of the City Engineer. The City reserves the right, where its best interest will be served, to accept or reject any conditional or qualified Bid.

2. QUANTITY AND NATURE OF THE WORK. Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the drawings and specifications including Addendum. After Bids have been submitted the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

3. CONTENTS OF BID. Contractors are required to submit Bids with the following conditions:

- 1) Contractors shall make all investigations necessary to inform themselves of the sites affected and the work 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 Bids. A copy of such addenda will be publicly posted with the original CSB 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. BID SECURITY. Each Bid must be accompanied by a Bid Bond, on the form attached to these contract documents, payable to the City for five (5) percent of the total amount of the Bid. As soon as the bid Prices have been compared, the City will return the bonds of all except the three lowest responsible Bidders. When the Contract Agreement is executed, the bonds of the two remaining unsuccessful Bidders will be returned, The Bid Bond of the successful Bidder will be retained until the Payment and Performance Bond has been executed and approved after which it will be returned. A certified check may be used in lieu of a Bid Bond.

5. POWER OF ATTORNEY. Attorneys-in fact who sign Bid Bonds or Payment and Performance Bonds must file with each bond a certified and effective dated copy of their power of attorney.

6. QUALIFICATION OF BIDDER. The City may make such investigation as it deems necessary to determine the ability of the Bidder to perform the work. The City reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligation of the Contract Agreement and to complete the work contemplated therein. The City reserves the right, before awarding the contract, to require a Contractor 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.

7. AWARD OF CONTRACT. Bids shall be awarded to the lowest-priced responsible and most responsive bidder whose bid meets the requirements and criteria set forth in the CSB within the limits of funds available and that best serves the City's interest. The City, within seven (7) calendar days of receipt of acceptable Contract Security and triplicate copies of the Contract Agreement, signed by the Bidder to whom the Contract was awarded, shall sign the Contract Agreement and return to the Bidder an executed copy of the Contract Agreement. Should the City not execute the Contract Agreement within such period, the Bidder may, by written notice, withdraw his signed Contract Agreement. Such notice of withdrawal shall be effective upon receipt of the written notice by the City.

8. NOTICE OF AWARD AND FAILURE TO ENTER INTO CONTRACT. The party to whom the Contract is to be awarded will be required to execute the Contract Agreement in triplicate, obtain Certificates of Insurance and a Performance and Payment Bond, as Contract security, within five (5) calendar days from the date the Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the Contract Agreement and the necessary Performance and Payment Bond forms. In case of failure of the bidder to execute the Contract Agreement and provide satisfactory Insurance and Contract Security, the City may at his option, consider the Bidder in default, in which case the Bid Bond accompanying the Proposal shall become the property of the City.

9. CONTRACT DOCUMENTS. The Contract Documents consisting of the Bid Documents, which include the Advertisement for Bids, Information for Bidders, General Terms and Conditions, Special Terms and Conditions, Insurance Requirements, Project Special Provisions, Addendum, Bid Bond, Bid Proposal, Bid Schedule, Vendor Submittal Form, Construction Drawings, Supplemental Specifications and the City of Arvada "Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements", dated January 12, 2016, which include the Measurement and Payment specifications, and the attached Notice of Award form, Contract Agreement form, Performance and Payment Bond form, Notice to Proceed form, and Change Order form, when combined, contain the provisions required for the construction of the Project. Information obtained from an agent or employee of the City or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the contract.

10. TERM OF CONTRACT. This contract shall commence on the date of the purchase order or contract execution and shall remain in effect until such time as the commodities, equipment and/or services acquired in conjunction with this Bid have been accepted by the City's authorized representative. Any required warranty period which exceeds this term shall remain in full force for the duration of the warranty period.

11. PRICING SHALL BE FIXED AND FIRM. The prices offered by the Contractor shall remain fixed and firm for at least 90 ninety days. No changes in the Bid shall be allowed after the date and time of the Bid deadline due to error by the Contractor.

12. CONTRACT SECURITY. A Performance and Payment Bond, on the form attached to these contract documents, in the amount of 100% of the Contract price, with a corporate surety approved by the City, will be required for the faithful performance of the Contract.

13. NOTICE TO PROCEED. The Notice to Proceed shall be issued within seven (7) calendar days of the execution of the Contract Agreement by the City. Should there be reason why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the City and the Contractor. In the event the Notice to Proceed has not been issued within the seven day period or within the period mutually agreed upon the Contractor may terminate the Contract Agreement without further liability on the part of either party.

14. MODIFICATION OR WITHDRAWAL OF BIDS BY CONTRACTOR.

Modifications to Bids- Changes to the Bid after the submission deadline shall be allowed only when the Contractor 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 Contractor's name, address, Solicitation Number and title included.

Withdrawal of Bids- If a Bid is withdrawn by Contractor after the Bid Opening, the City may, at its option, suspend the Contractor for a six (6) month period following the withdrawal. Withdrawal of the Bid after the Bid Opening will result in the Contractor forfeiting the provided Bid Bond.

15. REJECTION OF OFFERS BY CITY.

- A. The City may reject a Bid, in whole or in part, for reasons including, but not be limited to:
 - 1) The Contractor misstates or conceals any material fact in its Proposal;
 - 2) The Contractor's Bid does not strictly conform to the law or requirements of the Solicitation;
 - 3) The Bid expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Special Conditions;
 - 4) The Bid does not include documents which are required for submission with the Bid; or
 - 5) The Bid has not been executed by the Contractor through an authorized signature.
- B. The City may, at its sole and absolute discretion:
 - 1) Reject all or parts of Bids submitted by prospective Contractors;
 - 2) Re-advertise this Solicitation;
 - 3) Postpone or cancel the Solicitation;
 - 4) A Bid 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.

16. CLARIFICATION AND MODIFICATIONS. The contract resulting from this solicitation will be subject to the Solicitation materials, City Ordinance, State and Federal Statutes. When conflicts occur, the highest authority shall prevail. Contractors are required to indicate any variances to the terms, conditions, requirements and specifications of this Solicitation; no matter how slight. If variations are not stated in the Contractor's Bid, it shall be agreed that the Contractor's Bid fully complies with all conditions identified in this Solicitation.

17. ELIGIBILITY OF CONTRACTORS: MUST BE ENGAGED IN SUPPLYING PRODUCTS OR SERVICES RENDERED.

Bids 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. Contractors 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 Contractor 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.

18. ELECTRONIC PAYMENT METHODS - CITY OF ARVADA SINGLE USE ACCOUNT.

Contractors are encouraged to consider the following method of payment.

Single Use Account: The City incorporates the use of Single User Accounts as an option to seamlessly process payment of larger dollar purchase orders and contracts to vendors/contractors/providers. A secure, one-time payment transaction account processes to pay invoices via the Contractor's merchant bank. Invoice payments have an enhanced speed-of-pay cycle that can significantly benefit cash flow.

19. 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 CSB, 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 Contractor as a result of this solicitation. The City shall not be liable for any costs or damages incurred by any other entity.

20. CONDITIONS OF WORK AND OBLIGATION OF BIDDER. Each Bidder is responsible for independently inspecting the site and for reading and being thoroughly familiar with the Contract Documents and for providing the names of major suppliers and sub-contractors in the space provided on the Bid Proposal form. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve the Bidder from any obligation in respect to his Bid Proposal.

21. CONTRACTOR LICENSE. The Contractor to whom the contract is awarded and any subcontractors employed by the Contractor must have or acquire the appropriate Contractor's license issued by the City of Arvada Engineering Division, including submittal of license bond, necessary insurance certificate, and license fee before initiating any work. The Contractor and any subcontractors will also be required to obtain a no charge Public Improvements Permit from the City of Arvada Engineering Division prior to initiating any and all work on this project.

22. PERFORMANCE MEASUREMENTS FOR SERVICES MORE THAN \$15,000.

The City has incorporated Performance Management into its organizational culture. The City will monitor and report on the following performance measures. These measures will determine, in part, renewals and eligibility for future awards. Measures include: (a) safety as defined by observation and OSHA reportable injuries, (b) quality of contracted work, (c) work completed within required schedule, (d) administration and coordination of estimates, RFIs, ASIs, change orders, pay requests and close out documents, (e) fair and justifiable change orders, (f) responsiveness and follow through on requests.

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.

23. PREPARATION AND SUBMISSION.

Bids 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) Contractors will not knowingly participate in solicitations where there exists a conflict of interest with their firm and a member of City staff or their immediate family.
- 3) The only authorized version of this Bid is posted on WWW.BIDNETDIRECT.COM. Registration is available to receive email notification of new solicitations, addenda, and communications.

INSURANCE REQUIREMENTS

The following listed insurance requirements shall be carried by the selected Contractor 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 \$1,000,000.00 for bodily injury and property damage for each occurrence and not less than \$2,000,000.00 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 \$1,000,000.00.
3. ☒ **Automobile Liability** for limits not less than \$1,000,000.00 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include owned, non-owned and hired automobiles.
4. ☐ **Umbrella Liability** of \$5,000,000.00, following form to the Commercial General Liability.
5. ☐ **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.

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.
- 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.
- Issuance of a Purchase Order/Contract is contingent upon the receipt of the insurance documents. Work shall not commence before this requirement is met. If the Contractor fails to submit the required insurance documents within 15 calendar days after notice to submit such policies is given to the Contractor by a City representative, the Contractor 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 and the private property owner must be endorsed as an additional insured** on a Certificate of Insurance.
- The City, through its Risk Manager, reserves the right to require additional insurance coverage and other requirements.

BID BOND

We, the undersigned _____ as Principal,
and _____ as Surety, are hereby held and firmly bound unto the City of
Arvada, Colorado, in the penal sum of _____ for the
payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

THE CONDITION of this obligation is such that whereas the Principal has submitted to the City of Arvada, Colorado the accompanying Bid Proposal, and hereby made a part hereof to enter into a Contract Agreement for the construction of City of Arvada Project No. 15-ST-30 (a.k.a. CDOT Project No. STU M040-031, 21175), Ralston Road Reconstruction – Upham Street to Yukon Street - REPOST.

WHEREAS, the City, as a condition for receiving said Bid Proposal, requires the Principal to deposit with the City a Bid Proposal Guaranty, equivalent to not less than Five (5) Percent of the amount of said Bid Proposal.

NOW THEREFORE,

- (A) If said Bid Proposal shall be rejected; or in the alternate,
- (B) If said Bid Proposal shall be accepted and the Principal shall execute and deliver a Contract Agreement (properly completed in accordance with said Bid Proposal) and shall furnish a Performance and Payment Bond upon the forms prescribed by the City for the faithful performance of said Contract; and for the payment of all persons performing labor or furnishing materials in connection therewith; and shall in all other respects perform the agreement created by the acceptance of said Bid Proposal;

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the City may accept such Bid and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, this _____ day of _____, 2019, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

PRINCIPALSURETY

Name: _____

_____.

Address: _____

_____.

By: _____

By: _____.

Title: _____

Title: _____.

Attorney-in-Fact:

(SEAL)

NOTE: Surety Companies executing bonds must be authorized to transact business in the State of Colorado and be acceptable to the City.

BID PROPOSAL

TO: City of Arvada, Colorado (hereinafter called "CITY").

FROM: _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of _____ doing business as (a corporation), (a partnership), (an individual).

The Bidder, in compliance with your Advertisement for Bids, hereby proposes to perform all Work in strict accordance with the Contract Documents, for the construction of City of Arvada Project No. 15-ST-30 (a.k.a. CDOT Project No. STU M040-031, 21175) entitled Ralston Road Reconstruction – Upham Street to Yukon Street - REPOST within the time set forth therein, and at the prices stated on the included Bid Schedule as totaled herein.

By submission of this Bid Proposal, each Bidder certifies, and in the case of a joint venture each party thereto certifies as to his/her own organization, that this Bid Proposal has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid Proposal with any other Bidder or with any competitor.

Bidder acknowledges receipt of **Addendum Nos.**

Initials: _____

Bidder states that his:

Major Material Suppliers are:Material They Will Supply

Major Subcontractors are:Work They Will Perform

CONTRACT TIME AND LIQUIDATED DAMAGES: All work shall be completed, including clean-up, within 218 working days after the date to be specified in the Notice to Proceed. A Notice to Proceed is anticipated to be issued on or about September 23, 2019. The bidder shall agree to pay the owner the sum of \$3,200.00 for each calendar day that the work exceeds the allotted contract time. Contract time may be adjusted by Change Order.

Total from included Bid Schedule:

TOTAL BID \$ _____

SUBMITTED BY:

Company Name: _____

Contact Names: _____

Address: _____

Phone: (_____) _____ Email(s): _____

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the Contractor;
- He/she has read all Terms and Conditions and technical specifications made available in conjunction with this solicitation and fully accept and acknowledge this bid is consistent with the specifications and terms and conditions.
- The bid 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: The City standard is net thirty (30) days but every effort is made to meet net fifteen (15) days after the approved partial payment date when the contractor is satisfactorily performing the contract but pay. The final 5% of total payment will be paid once the contract is completed satisfactorily, advertisement for final settlement is complete, and the project is accepted by the City. Payment is the date of the check mailing or date of the credit card transaction.

**COLORADO DEPARTMENT OF TRANSPORTATION
ANTI-COLLUSION AFFIDAVIT**

PROJECT NO.

LOCATION

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.

I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose or with the effect of restricting competition with any other firm or person who is a bidder or potential prime bidder.
- 2A. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential prime bidder on this project, and will not be so disclosed prior to bid opening.
- 2B. Neither the prices nor the amount of the bid of any other firm or person who is a bidder or potential prime bidder on this project have been disclosed to me or my firm.
- 3A. No attempt has been made to solicit, cause or induce any firm or person who is a bidder or potential prime bidder to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
- 3B. No agreement has been promised or solicited for any other firm or person who is a bidder or potential prime bidder on this project to submit an intentionally high, noncompetitive or other form of complementary bid on this project.
4. The bid of my firm is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by or from any firm or person to submit any intentionally high, noncompetitive or other form of complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit any intentionally high, noncompetitive or other form of complementary bid or agreeing or promising to do so on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting any intentionally high, noncompetitive or other form of complementary bid, or agreeing or promising to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.
8. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from the Colorado Department of Transportation, of the true facts relating to submission of bids for this contract.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS, THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Contractor's firm or company name	By	Date
	Title	
2nd contractor's firm or company name. (If joint venture.)	By	Date
	Title	

Sworn to before me this _____ day of, _____ 20____

Notary Public	
My commission expires	
NOTE: This document must be signed in ink.	

BID SCHEDULE**Ralston Road Reconstruction - Upham Street to Yukon Street - REPOST****CITY OF ARVADA, JEFFERSON COUNTY, COLORADO****CDOT Project No: STU M040-031, 21175****City of Arvada Project No. 15-ST-30**

Contractor: _____

Address, City, Zip: _____

ITEM NO.	CONTRACT ITEM	UNIT	QTY	UNIT PRICE	EXTENSION
201-00001	Clearing and Grubbing	AC	0.39		
202	Removal of Decking	LS	1		
202-00006	Removal of Bollards	EA	2		
202-00010	Removal of Tree	EA	15		
202-00012	Removal of Tree Stump	EA	3		
202-00017	Removal of Irrigation Box (Wadsworth Ditch)	EA	2		
202-00018	Removal of Chase Drain	LF	16		
202-00019	Removal of Inlet	EA	5		
202-00021	Removal of Manhole	EA	1		
202-00031	Removal of Fire Hydrant	EA	2		
202-00035	Removal of Pipe	LF	197		
202-00036	Removal of Pipe (Wadsworth Ditch)	LF	425		
202-00090	Removal of Delineator	EA	3		
202-00155	Removal of Wall	LF	452		
202-00190	Removal of Concrete Median Cover Material	SY	330		
202-00195	Removal of Median Cover Material (Rock)	SY	44		
202-00200	Removal of Sidewalk	SY	1821		
202-00203	Removal of Curb and Gutter	LF	4339		
202-00206	Removal of Concrete Curb Ramp	SY	55		
202-00207	Removal of Brick Pavers	SY	5		
202-00210	Removal of Concrete Pavement	SY	369		
202-00212	Removal of Concrete Pavement (Special)	SY	34		
202-00220	Removal of Asphalt Mat	SY	8182		
202-00240	Removal of Asphalt Mat (Planing)	SY	1175		
202-00703	Removal of Light Decorative Pole	EA	10		
202-00815	Removal of Arvada Wayfinding Sign	EA	2		
202-00816	Removal of Monument Sign	EA	6		

BID SCHEDULE**Ralston Road Reconstruction - Upham Street to Yukon Street - REPOST****CITY OF ARVADA, JEFFERSON COUNTY, COLORADO****CDOT Project No: STU M040-031, 21175****City of Arvada Project No. 15-ST-30**

Contractor: _____

Address, City, Zip: _____

ITEM NO.	CONTRACT ITEM	UNIT	QTY	UNIT PRICE	EXTENSION
202-00827	Removal of Pull Box	EA	3		
202-00828	Removal of Traffic Signal Equipment	LS	1		
202-00810	Removal of Ground Sign	EA	3		
202-00821	Removal of Sign Panel	EA	1		
202-00831	Removal of Traffic Signal Head	EA	3		
202-01000	Removal of Fence	LF	184		
202-04005	Clean Valve Box	EA	14		
203-00010	Unclassified Excavation (Complete in Place)	CY	1310		
203-01597	Potholing	HR	20		
208-00002	Erosion Log (12 Inch)	LF	80		
208-00018	Construction Fence	LF	3397		
208-00020	Silt Fence	LF	285		
208-00035	Aggregate Bag	LF	203		
208-00045	Concrete Washout Structure	EA	2		
208-00051	Storm Drain Inlet Protection (Type 1)	EA	6		
208-00052	Storm Drain Inlet Protection (Type 2)	EA	6		
208-00070	Vehicle Tracking Pad	EA	2		
208-00103	Removal and Disposal of Sediment (Labor)	HR	10		
208-00105	Removal and Disposal of Sediment (Equipment)	JR	5		
208-00107	Removal of Trash	HR	10		
208-00207	Erosion Control Management	DAY	218		
210-00000	Abandon Pipe	LF	70		
210-00036	Reset Water Meter	EA	13		
210-00810	Reset Ground Sign	EA	14		
210-00812	Reset Arvada Corner Monument Sign	LS	1		
210-00815	Reset Sign Panel	EA	12		
210-00827	Reset Pull Box	EA	4		

BID SCHEDULE**Ralston Road Reconstruction - Upham Street to Yukon Street - REPOST****CITY OF ARVADA, JEFFERSON COUNTY, COLORADO****CDOT Project No: STU M040-031, 21175****City of Arvada Project No. 15-ST-30**

Contractor: _____

Address, City, Zip: _____

ITEM NO.	CONTRACT ITEM	UNIT	QTY	UNIT PRICE	EXTENSION
210-00831	Reset Traffic Signal Head	EA	3		
210-00866	Reset Fire Preemption Unit and Timer	EA	1		
210-04010	Adjust Manhole	EA	11		
210-04050	Adjust Valve Box (Water)	EA	28		
210-04060	Adjust Water Meter	EA	2		
212-00120	Landscape Restoration	LS	1		
214-00000	Two Year Landscape Maintenance	LS	1		
213-00500	Tree Grates	EA	10		
213-00510	Leaning Rail (Install Only)	EA	3		
214-00220	Deciduous Tree (2 inch Caliper)	EA	17		
214-00350	Deciduous Shrub (5 Gal)	EA	28		
214-00360	Evergreen Shrub (5 Gal)	EA	22		
214-00910	Perennials (1 Gallon)	EA	97		
240-00000	Wildlife Biologist	HR	10		
240-00010	Removal of Nests	HR	10		
240-00020	Netting	SY	20		
250-00050	Monitoring Technician	HR	20		
250-00100	Environmental Health and Safety	LS	1		
250-00110	Health and Safety Officer	HR	20		
304-06007	Aggregate Base Course (Class 6)	CY	225		
403-00720	Hot Mix Asphalt (Patching) (Asphalt)	TON	44		
403-00800	Emergency Pothole Repair	SY	10		
403-34751	Hot Mix Asphalt (Grading SX) (75) (PG 64-28)	TON	1225		
403-33741	Hot Mix Asphalt (Grading S) (75) (PG 64-22)	TON	2384		
412-00800	Concrete Pavement (8 Inch)	SY	275		
412-01000	Concrete Pavement (10 Inch)	SY	165		
503-00036	Drilled Caisson (36 Inch)	LF	39		

BID SCHEDULE**Ralston Road Reconstruction - Upham Street to Yukon Street - REPOST****CITY OF ARVADA, JEFFERSON COUNTY, COLORADO****CDOT Project No: STU M040-031, 21175****City of Arvada Project No. 15-ST-30**

Contractor: _____

Address, City, Zip: _____

ITEM NO.	CONTRACT ITEM	UNIT	QTY	UNIT PRICE	EXTENSION
504-00001	Retaining Wall	EA	2		
603-50012	12 Inch Plastic Pipe	LF	24		
603-01155	15 Inch Reinforced Concrete Pipe (Complete In Place)	LF	37		
603-01185	18 Inch Reinforced Concrete Pipe (Complete In Place)	LF	200		
603-01245	24 Inch Reinforced Concrete Pipe (Complete In Place)	LF	399		
604-00505	Inlet Type D (5 Foot)	EA	1		
603-50018	18 Inch Plastic Pipe	LF	429		
604-16005	Inlet Type 16 (5 Foot)	EA	2		
604-19105	Inlet Type R L 5 (5 Foot)	EA	2		
604-19110	Inlet Type R L 5 (10 Foot)	EA	1		
604-30005	Manhole Slab Base (5 Foot)	EA	7		
608-00000	Concrete Sidewalk (Paving Band)	SY	4		
608-00005	Concrete Sidewalk (Special)	SY	34		
608-00006	Concrete Sidewalk (6 Inch)	SY	2105		
608-00010	Concrete Curb Ramp	SY	253		
608-00050	Brick Pavers	SF	1735		
608-00050	Colored Concrete	SY	537		
609-00000	Sidewalk Chase	LF	41		
609-21020	Standard 6" Curb and Gutter (City of Arvada)	LF	2124		
609-21021	Median Curb and Gutter (City of Arvada)	LF	1221		
610-00030	Median Cover Material (Concrete)	SF	1555		
610-00100	Concrete Splash Pan	LF	9		
613-00150	1-1/2 Inch Electrical Conduit	LF	3000		
613-00200	2 Inch Electrical Conduit	LF	210		
613-00208	2 Inch Signal Interconnect Electrical Conduit (Install Only)	LF	1210		
613-00300	3 Inch Electrical Conduit	LF	360		

BID SCHEDULE**Ralston Road Reconstruction - Upham Street to Yukon Street - REPOST****CITY OF ARVADA, JEFFERSON COUNTY, COLORADO****CDOT Project No: STU M040-031, 21175****City of Arvada Project No. 15-ST-30**

Contractor: _____

Address, City, Zip: _____

ITEM NO.	CONTRACT ITEM	UNIT	QTY	UNIT PRICE	EXTENSION
613-07034	Pull Box (24"x36"x18")	EA	5		
613-10000	Wiring	L S	1		
613-16000	Luminaire (LED)(18000 Lumens)	EA	4		
614-00011	Sign Panel (Class I)	SF	79		
614-00215	Steel Sign Post (1.75x1.75 Inch Tubing)	EA	19		
614-10160	Signal Head Backplates	EA	8		
614-70250	Pedestrian Signal Face (16)(Countdown)(LED Replacement)	EA	6		
614-70336	Traffic Signal Face (12-12-12)	EA	8		
614-70448	Traffic Signal Face (12-12-12-12)	EA	3		
614-72860	Pedestrian Push Button	EA	8		
614-72863	Pedestrian Push Button Assembly	EA	5		
614-72887	Microwave Vehicle Radar Detector	EA	6		
614-81125	Traffic Signal-Light Pole Steel (1-25 Foot Mast Arm)	EA	1		
614-81140	Traffic Signal-Light Pole Steel (1-40 Foot Mast Arm)	EA	2		
619-78048	6 Inch Fire Hydrant	EA	2		
620-00020	Sanitary Facility	EA	2		
623-00000	Irrigation System	LS	1		
624-25013	12 Inch Drainage Pipe (Class 5) (Complete In Place)	LF	32		
625-00000	Construction Surveying	L S	1		
626-00000	Mobilization	L S	1		
626-01103	Public Information Services (Tier III)	L S	1		
627-00004	Epoxy Pavement Marking (Modified)	GAL	15		
627-00011	Pavement Marking Paint (Waterborne)	GAL	32		
627-30405	Preformed Thermoplastic Pavement Marking (Word-Symbol)	SF	96		
627-30410	Preformed Thermoplastic Pavement Marking (Xwalk-Stop Line)	SF	258		

BID SCHEDULE**Ralston Road Reconstruction - Upham Street to Yukon Street - REPOST****CITY OF ARVADA, JEFFERSON COUNTY, COLORADO****CDOT Project No: STU M040-031, 21175****City of Arvada Project No. 15-ST-30**

Contractor: _____

Address, City, Zip: _____

ITEM NO.	CONTRACT ITEM	UNIT	QTY	UNIT PRICE	EXTENSION
629-00000	Reset Survey Monument	EA	2		
629-00000	Reset Property Pin	EA	1		
630-00000	Traffic Control (Lump Sum)	LS	1		
700-70010	F/A Minor Contract Revisions	LS	1	\$75,000.00	\$75,000.00
700-70380	F/A Erosion Control	LS	1	\$5,000.00	\$5,000.00
700-70060	F/A Utility Adjustment	LS	1	\$5,000.00	\$5,000.00
700-70130	F/A Irrigation System Repair	LS	1	\$2,500.00	\$2,500.00
700-90045	F/A High Early Strength Concrete (Class E)	LS	1	\$10,000.00	\$10,000.00
700-90064	F/A Furnish and Install Temporary Lighting	LS	1	\$5,000.00	\$5,000.00
				TOTAL BID	\$

PERFORMANCE AND PAYMENT BOND

Bond No. _____

(Firm) _____

(Address) _____

(an Individual), (a Partnership), (a Corporation), hereinafter called Principal; and

(Firm) _____

(Address) _____

hereinafter called Surety, are held and firmly bound unto the City of Arvada, a Colorado municipal corporation, 8101 Ralston Road, Arvada, Colorado 80002, hereinafter called the City, in the penal sum of _____, Dollars, _____, in lawful money of the United States, for the payment of such sum will and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION are such that the Principal entered into a certain Contract with the City, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof, for the performance of City of Arvada Project No.'s 15-ST-30 (a.k.a. CDOT Project No. STU M040-031, 21175), Ralston Road Reconstruction – Upham Street to Yukon St - REPOST.

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the City, with or without Notice to the surety and during the life of the guaranty period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the City from all cost and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the City all outlay and expense which the City may incur in making good any default, and if he shall promptly make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, repairs on machinery, equipment and tools, consumed, rented or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three counterparts, each one of which shall be deemed an original, this the ____ day of _____, 2019.

IN PRESENCE OF:

PRINCIPAL _____

By _____

Address _____

(Corporate Seal)

OTHER PARTNERS

(Surety Seal)

SURETY _____

Attorney _____ in _____ Fact _____

Address _____

Note: If Contractor is Partnership, all partners should execute Bond.

Important: Surety Company must be authorized to transact business in the State of Colorado and be acceptable to the City.

REQUIRED CONTRACTOR SUBMITTAL FORM

SUBMITTAL CHECKLIST:

Proposals shall be submitted in the order listed below with each section clearly identified.

- ☐ Submit completed City Submittal Forms including this sheet, Bid Bond, Bid Proposal, Bid Schedule, and any other attachments requested.
- ☐ Submit implementation timeline and warranties, if applicable.
- ☐ Attach Contractor's Licensing, if applicable.
- ☐ Insurance – Checking this box accepts that the insurance requirements listed by the City are acceptable.
- ☐ Please initial to acknowledge Addenda, if any, have been considered in your proposal:

#1 _____ #2 _____

REFERENCES:

- ☐ Check here if Contractor'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: _____

NOTICE OF AWARD

Date

Company
Address
City, State Zip

RE: Project No. (Project Title)

Dear Representative of _____:

The City of Arvada, Colorado (hereinafter called "City") has considered the Bid Proposals submitted for referenced work in response to its Advertisement for Bids dated _____ and Information for Bidders.

You are hereby notified that your Bid Proposal has been accepted, for items and prices stated in the Bid Schedule, in the amount of \$ _____.

You are required to execute the Contract, the Insurance Certificates and a Performance and Payment Bond within seven (7) days from the date of this Notice to you.

The Performance and Payment Bond needs to be filled out, returned (one original must be returned to the City), and accompanied by the Power of Attorney from your surety company. Also, please make sure that the insurance certificate is in the minimum amounts set forth in the Contract Documents and the City of Arvada, Colorado Department of Transportation and property owners are named as an additional insured for the specific Project Number and Title. An Additional Insured endorsement certificate should also be attached.

If you fail to execute said Contract and furnish the necessary Insurance Certificates and Bond within the time allotted from this date, the City will be entitled to consider all your rights arising out of the City's acceptance of your Bid Proposal as abandoned and as a forfeiture of your Bid Bond. The City will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award and enclosures to the Project Engineer.

CITY OF ARVADA, COLORADO

City Engineer

BIDDER

Company

Receipt of above Notice of Award accompanied with a Performance and Payment Bond form and a copy of the Contract is hereby acknowledged.

This _____ day of _____, 20____.

By: _____

Name: _____

Title: _____

NOTICE TO PROCEED

Date

Company

Address

City, State Zip

RE: Project No. (Project Title)

Dear Representative of _____:

You are hereby notified to commence work on referenced Project, in accordance with the Contract dated _____

on or before _____, and you are to complete the Work, including cleanup within ____ working days thereafter.

The date of completion of all Work is therefore _____.

CITY OF ARVADA, COLORADO

City Engineer

BIDDER

Receipt of this Notice to Proceed is hereby acknowledged this _____ day of _____, 20____.

Company

By: _____

Title: _____

**AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND
FOR
IN AN AMOUNT NOT TO EXCEED \$ _____ .00**

This Agreement made this _____ day of _____, 20____ by and between the City of Arvada, a home rule municipal corporation ("Arvada" and/or "City") and _____, a _____ ("Contractor").

WITNESSETH: That for and in consideration of the covenants, promises, and payments hereinafter mentioned:

1. Contractor will commence and complete the _____ described in the Contract Documents relating to CSB-_____, issued _____, 20____, ("the Work").
2. Contractor will furnish all material, supplies, tools, equipment, labor, and other services necessary for the completion of the Work.
3. Contractor will commence the work required by the Contract Documents within ten (10) calendar days after the date of Notice to Proceed.
4. Contractor will complete the work required by the Contract Documents by _____ after the date of the Notice to Proceed unless the period for completion is extended otherwise by the Contract Documents.
5. Contractor agrees to perform all of the work described in the Contract Documents for an amount not to exceed \$ _____ .00 for the Work.
6. The term "Contract Documents" means and includes the following:
 - A. Arvada's Request for [Project Title], CSB-_____ ("CSB");
 - B. CSB Exhibits (if any);
 - C. CSB Addenda (if any);
 - D. Contractor's Response to CSB-_____, Advertisement for Bid, Bid Proposal, Bid Schedule, Bid Bond, Certificate of Insurance;
 - E. Notice of Award;
 - F. Performance and Payment Bond;
 - G. Notice to Proceed;
 - H. Change Orders (if any);
 - I. City of Arvada Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements;
 - J. Project special provisions prepared or issued by City of Arvada (or its Consultant if applicable);
 - K. Detail drawings and Bid Documents prepared or issued by City of Arvada (or its Consultant if applicable);
 - L. Specification Illustrations and attachments; and
 - M. All supplementary requirements regarding wage rates, E.E.O., affirmative action and all other Federal-State requirements as outlined in the specifications.

7. INVOICES AND COMPENSATION. Contractor will follow Bid schedule and partial payments will be made accordingly NET 15 but no later than NET 30.

8. GENERAL TERMS AND CONDITIONS, SPECIAL TERMS AND CONDITIONS, INSURANCE REQUIREMENTS, PROJECT SPECIAL PROVISIONS, AND OTHER CSB REQUIREMENTS. 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, Project Special Provisions, and other CSB requirements, and agrees to be bound by those terms and conditions.

9. CHANGE ORDERS. 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 changes in scope of services, completion date, contract amount, any applicable material modifications, and any other matters that the parties deem necessary.

10. PREFERENCES IN EMPLOYMENT OF COLORADO LABOR. To the extent that obligations and responsibilities may be established by C.R.S. § 8-17-101 *et seq.*, as amended, with respect to certain public entities and those contracting therewith as to the procurement of services:

- a. Colorado labor shall be employed to perform eighty percent (80%) of the work.
- b. Any waiver of this requirement must comply with C.R.S. § 8-17-101 *et seq.*, as amended.

11. PERFORMANCE MEASURES. The Performance Measures for this Agreement shall be those outlined by Arvada in Section 22 of Special Terms and Conditions for Bidders in the CSB, which are included in the Contract Documents that are exhibits to this agreement.

12. 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.

13. 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.

14. 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.

15. INTEGRATION, AMENDMENT, AND SEVERABILITY. This Agreement represents the entire agreement between the parties, and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect if the essential terms and conditions of this Agreement for both parties remain valid, legal, and enforceable.

16. 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.

17. 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.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement which shall be deemed an original on the date first above written.

CITY OF ARVADA, COLORADO

8101 Ralston Road
Arvada, CO 80002

ATTEST/WITNESS:

City Clerk

APPROVED AS TO FORM:

For Christopher K. Daly, City Attorney

By: _____

CONTRACTOR

Name:

Title:

CHANGE ORDER

No. ____

TO:

Upon Contractor acceptance and City approval, the work and Contract Documents for City of Arvada, Project No. _____, entitled _____ will be adjusted to include the following:

<u>Item</u>	<u>Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Add/Delete</u>
-------------	--------------------	-------------	-------------	------------------	-------------------

ADD

- 1.
- 2.
- 3.
- 4.

TOTAL ADD

\$ _____

Adjustments to Contract Price & Time**Contract
Dollars****Calendar
Days**

Contract Totals through and including
Previous Change Orders

\$

Adjustments this Change Order
(Increase)

\$

Contract Totals to Date – Including
Change Order No. ____

\$

Contract Time Expires on:

APPROVED FOR CITY

ATTEST:

8101 Ralston Road
Arvada, CO 80002

City Clerk

ACCEPTED FOR CONTRACTOR

APPROVED AS TO FORM:

For Christopher K. Daly, City Attorney

By: _____

Title: _____

Date: _____

By: _____

BID PROPOSAL

TO: City of Arvada, Colorado (hereinafter called "CITY").

FROM: TAM CONSTRUCTION LLC (hereinafter called "BIDDER"), organized and existing under the laws of the State of COLORADO doing business as (a corporation), (a partnership), (an individual).

The Bidder, in compliance with your Advertisement for Bids, hereby proposes to perform all Work in strict accordance with the Contract Documents, for the construction of City of Arvada Project No. 15-ST-30 (a.k.a. CDOT Project No. STU M040-031, 21175) entitled Ralston Road Reconstruction – Upham Street to Yukon Street - REPOST within the time set forth therein, and at the prices stated on the included Bid Schedule as totaled herein.

By submission of this Bid Proposal, each Bidder certifies, and in the case of a joint venture each party thereto certifies as to his/her own organization, that this Bid Proposal has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid Proposal with any other Bidder or with any competitor.

Bidder acknowledges receipt of Addendum Nos.

Initials:

NOV NOV
1 2

Bidder states that his:

Major Material Suppliers are:

MARTIN PAVIMENTA
KIMBLE
DAKCO

Material They Will Supply

CONCRETE
PIPE
MISC.

Major Subcontractors are:

LAND ETHER
W/L CONTRACTORS
BRANWON SAND + GRAVEL

Work They Will Perform

LANDSCAPING
ELECTRICAL
ASPHALT

CONTRACT TIME AND LIQUIDATED DAMAGES: All work shall be completed, including clean-up, within 218 working days after the date to be specified in the Notice to Proceed. A Notice to Proceed is anticipated to be issued on or about September 23, 2019. The bidder shall agree to pay the owner the sum of \$3,200.00 for each calendar day that the work exceeds the allotted contract time. Contract time may be adjusted by Change Order.

Total from included Bid Schedule:

TOTAL BID \$ 2,619,824.50**SUBMITTED BY:**Company Name: TAM CONSTRUCTION LLCContact Names: TOM ANDERSONAddress: 5405 N. PETERSON RD, SEANIA, CO 80135Phone: (720) 937 2832 Email(s): TOMCC5@AOL.COM

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the Contractor;
- He/she has read all Terms and Conditions and technical specifications made available in conjunction with this solicitation and fully accept and acknowledge this bid is consistent with the specifications and terms and conditions.
- The bid 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: The City standard is net thirty (30) days but every effort is made to meet net fifteen (15) days after the approved partial payment date when the contractor is satisfactorily performing the contract but pay. The final 5% of total payment will be paid once the contract is completed satisfactorily, advertisement for final settlement is complete, and the project is accepted by the City. Payment is the date of the check mailing or date of the credit card transaction.

**COLORADO DEPARTMENT OF TRANSPORTATION
ANTI-COLLUSION AFFIDAVIT**

PROJECT NO.

LOCATION

5TD M040-031

RAILSTON RA - UPHILL ST TO YUMA ST

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.

I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose or with the effect of restricting competition with any other firm or person who is a bidder or potential prime bidder.
- 2A. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential prime bidder on this project, and will not be so disclosed prior to bid opening.
- 2B. Neither the prices nor the amount of the bid of any other firm or person who is a bidder or potential prime bidder on this project have been disclosed to me or my firm.
- 3A. No attempt has been made to solicit, cause or induce any firm or person who is a bidder or potential prime bidder to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
- 3B. No agreement has been promised or solicited for any other firm or person who is a bidder or potential prime bidder on this project to submit an intentionally high, noncompetitive or other form of complementary bid on this project.
4. The bid of my firm is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by or from any firm or person to submit any intentionally high, noncompetitive or other form of complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit any intentionally high, noncompetitive or other form of complementary bid or agreeing or promising to do so on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting any intentionally high, noncompetitive or other form of complementary bid, or agreeing or promising to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.
8. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from the Colorado Department of Transportation, of the true facts relating to submission of bids for this contract.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS, THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Contractor's firm or company name

By

Date

T & M Construction, LLC

Title

Vice President

Date

2nd contractor's firm or company name. (If joint venture.)

By

Title

Sworn to before me this

22nd

day of,

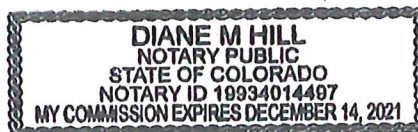
OCTOBER

2019

Notary Public

My commission expires

12-14-2021



NOTE: This document must be signed in ink.

BID SCHEDULE**Ralston Road Reconstruction - Upham Street to Yukon Street - REPOST****CITY OF ARVADA, JEFFERSON COUNTY, COLORADO****CDOT Project No: STU M040-031, 21175****City of Arvada Project No. 15-ST-30**Contractor: T&M Construction, LLC

Address, City, 5605 N. Peterson Road, Sedalia, CO 80135

ITEM NO.	CONTRACT ITEM	UNIT	QTY	UNIT PRICE	EXTENSION
201-00001	Clearing and Grubbing	AC	0.39	\$11,000.00	\$ 4,290.00
202	Removal of Decking	LS	1	\$1,100.00	\$ 1,100.00
202-00006	Removal of Bollards	EA	2	\$200.00	\$ 400.00
202-00010	Removal of Tree	EA	15	\$1,200.00	\$ 18,000.00
202-00012	Removal of Tree Stump	EA	3	\$400.00	\$ 1,200.00
202-00017	Removal of Irrigation Box (Wadsworth Ditch)	EA	2	\$720.00	\$ 1,440.00
202-00018	Removal of Chase Drain	LF	16	\$16.00	\$ 256.00
202-00019	Removal of Inlet	EA	5	\$850.00	\$ 4,250.00
202-00021	Removal of Manhole	EA	1	\$850.00	\$ 850.00
202-00031	Removal of Fire Hydrant	EA	2	\$750.00	\$ 1,500.00
202-00035	Removal of Pipe	LF	197	\$19.00	\$ 3,743.00
202-00036	Removal of Pipe (Wadsworth Ditch)	LF	425	\$15.00	\$ 6,375.00
202-00090	Removal of Delineator	EA	3	\$3.00	\$ 9.00
202-00155	Removal of Wall	LF	452	\$15.00	\$ 6,780.00
202-00190	Removal of Concrete Median Cover Material	SY	330	\$14.00	\$ 4,620.00
202-00195	Removal of Median Cover Material (Rock)	SY	44	\$10.00	\$ 440.00
202-00200	Removal of Sidewalk	SY	1821	\$14.00	\$ 25,494.00
202-00203	Removal of Curb and Gutter	LF	4339	\$6.00	\$ 26,034.00
202-00206	Removal of Concrete Curb Ramp	SY	55	\$14.00	\$ 770.00
202-00207	Removal of Brick Pavers	SY	5	\$14.00	\$ 70.00
202-00210	Removal of Concrete Pavement	SY	369	\$16.00	\$ 5,904.00
202-00212	Removal of Concrete Pavement (Special)	SY	34	\$16.00	\$ 544.00
202-00220	Removal of Asphalt Mat	SY	8182	\$10.00	\$ 81,820.00
202-00240	Removal of Asphalt Mat (Planing)	SY	1175	\$6.00	\$ 7,050.00
202-00703	Removal of Light Decorative Pole	EA	10	\$936.00	\$ 9,360.00
202-00815	Removal of Arvada Wayfinding Sign	EA	2	\$110.00	\$ 220.00
202-00816	Removal of Monument Sign	EA	6	\$480.00	\$ 2,880.00
202-00827	Removal of Pull Box	EA	3	\$210.00	\$ 630.00
202-00828	Removal of Traffic Signal Equipment	LS	1	\$5,760.00	\$ 5,760.00

BID SCHEDULE**Ralston Road Reconstruction - Upham Street to Yukon Street - REPOST****CITY OF ARVADA, JEFFERSON COUNTY, COLORADO****CDOT Project No: STU M040-031, 21175****City of Arvada Project No. 15-ST-30**

Contractor: _ T&M Construction, LLC

Address, City, 5605 N. Peterson Road, Sedalia, CO 80135

ITEM NO.	CONTRACT ITEM	UNIT	QTY	UNIT PRICE	EXTENSION
202-00810	Removal of Ground Sign	EA	3	\$100.00	\$ 300.00
202-00821	Removal of Sign Panel	EA	1	\$100.00	\$ 100.00
202-00831	Removal of Traffic Signal Head	EA	3	\$76.00	\$ 228.00
202-01000	Removal of Fence	LF	184	\$13.00	\$ 2,392.00
202-04005	Clean Valve Box	EA	14	\$294.00	\$ 4,116.00
203-00010	Unclassified Excavation (Complete in Place)	CY	1310	\$51.00	\$66,810.00
203-01597	Potholing	HR	20	\$222.00	\$4,440.00
208-00002	Erosion Log (12 Inch)	LF	80	\$5.00	\$400.00
208-00018	Construction Fence	LF	3397	\$2.00	\$6794.00
208-00020	Silt Fence	LF	285	\$1.60	\$456.00
208-00035	Aggregate Bag	LF	203	\$7.00	\$1417.50
208-00045	Concrete Washout Structure	EA	2	\$6,000.00	\$12000.00
208-00051	Storm Drain Inlet Protection (Type 1)	EA	6	\$88.00	\$528.00
208-00052	Storm Drain Inlet Protection (Type 2)	EA	6	\$235.00	\$1410.00
208-00070	Vehicle Tracking Pad	EA	2	\$1,500.00	\$3000.00
208-00103	Removal and Disposal of Sediment (Labor)	HR	10	\$49.00	\$490.00
208-00105	Removal and Disposal of Sediment (Equipment)	JR	5	\$95.00	\$475.00
208-00107	Removal of Trash	HR	10	\$85.00	\$850.00
208-00207	Erosion Control Management	DAY	218	\$135.00	\$29430.00
210-00000	Abandon Pipe	LF	70	\$24.00	\$1680.00
210-00036	Reset Water Meter	EA	13	\$2000.00	\$26000.00
210-00810	Reset Ground Sign	EA	14	\$210.00	\$2940.00
210-00812	Reset Arvada Corner Monument Sign	LS	1	\$15,000.00	\$15000.00
210-00815	Reset Sign Panel	EA	12	\$115.00	\$1380.00
210-00827	Reset Pull Box	EA	4	\$160.00	\$640.00
210-00831	Reset Traffic Signal Head	EA	3	\$285.00	\$855.00
210-00866	Reset Fire Preemption Unit and Timer	EA	1	\$525.00	\$525.00
210-04010	Adjust Manhole	EA	11	\$550.00	\$6050.00
210-04050	Adjust Valve Box (Water)	EA	28	\$320.00	\$8960.00

BID SCHEDULE**Ralston Road Reconstruction - Upham Street to Yukon Street - REPOST****CITY OF ARVADA, JEFFERSON COUNTY, COLORADO****CDOT Project No: STU M040-031, 21175****City of Arvada Project No. 15-ST-30**

Contractor: _ T&M Construction, LLC

Address, City, 5605 N. Peterson Road, Sedalia, CO 80135

ITEM NO.	CONTRACT ITEM	UNIT	QTY	UNIT PRICE	EXTENSION
210-04060	Adjust Water Meter	EA	2	\$1440.00	\$2880.00
212-00120	Landscape Restoration	LS	1	\$15,000.00	\$15000.00
214-00000	Two Year Landscape Maintenance	LS	1	\$44,500.00	\$44500.00
213-00500	Tree Grates	EA	10	\$3,400.00	\$34000.00
213-00510	Leaning Rail (Install Only)	EA	3	\$365.00	\$1095.00
214-00220	Deciduous Tree (2 inch Caliper)	EA	17	\$550.00	\$9350.00
214-00350	Deciduous Shrub (5 Gal)	EA	28	\$40.00	\$1120.00
214-00360	Evergreen Shrub (5 Gal)	EA	22	\$55.00	\$1210.00
214-00910	Perennials (1 Gallon)	EA	97	\$15.00	\$1455.00
240-00000	Wildlife Biologist	HR	10	\$100.00	\$1000.00
240-00010	Removal of Nests	HR	10	\$80.00	\$800.00
240-00020	Netting	SY	20	\$19.00	\$380.00
250-00050	Monitoring Technician	HR	20	\$90.00	\$1800.00
250-00100	Environmental Health and Safety	LS	1	\$3,500.00	\$3500.00
250-00110	Health and Safety Officer	HR	20	\$110.00	\$2200.00
304-06007	Aggregate Base Course (Class 6)	CY	225	\$44.00	\$9900.00
403-00720	Hot Mix Asphalt (Patching) (Asphalt)	TON	44	\$400.00	\$17600.00
403-00800	Emergency Pothole Repair	SY	10	\$40.00	\$400.00
403-34751	Hot Mix Asphalt (Grading SX) (75) (PG 64-28)	TON	1225	\$130.00	\$159250.00
403-33741	Hot Mix Asphalt (Grading S) (75) (PG 64-22)	TON	2384	\$125.00	\$298000.00
412-00800	Concrete Pavement (8 Inch)	SY	275	\$83.00	\$22825.00
412-01000	Concrete Pavement (10 Inch)	SY	165	\$105.00	\$17325.00
503-00036	Drilled Caisson (36 Inch)	LF	39	\$335.00	\$13065.00
504-00001	Retaining Wall	EA	2	\$23,000.00	\$46000.00
603-50012	12 Inch Plastic Pipe	LF	24	\$119.00	\$2856.00
603-01155	15 Inch Reinforced Concrete Pipe (Complete In Place)	LF	37	\$120.00	\$4440.00
603-01185	18 Inch Reinforced Concrete Pipe (Complete In Place)	LF	200	\$120.00	\$24000.00
603-01245	24 Inch Reinforced Concrete Pipe (Complete In Place)	LF	399	\$136.00	\$54264.00
604-00505	Inlet Type D (5 Foot)	EA	1	\$4,200.00	\$4200.00

BID SCHEDULE**Ralston Road Reconstruction - Upham Street to Yukon Street - REPOST****CITY OF ARVADA, JEFFERSON COUNTY, COLORADO****CDOT Project No: STU M040-031, 21175****City of Arvada Project No. 15-ST-30**

Contractor: _ T&M Construction, LLC

Address, City, 5605 N. Peterson Road, Sedalia, CO 80135

ITEM NO.	CONTRACT ITEM	UNIT	QTY	UNIT PRICE	EXTENSION
603-50018	18 Inch Plastic Pipe	LF	429	\$131.00	\$56199.00
604-16005	Inlet Type 16 (5 Foot)	EA	2	\$4,400.00	\$8800.00
604-19105	Inlet Type R L 5 (5 Foot)	EA	2	\$5,000.00	\$10000.00
604-19110	Inlet Type R L 5 (10 Foot)	EA	1	\$5,400.00	\$5400.00
604-30005	Manhole Slab Base (5 Foot)	EA	7	\$4,200.00	\$29400.00
608-00000	Concrete Sidewalk (Paving Band)	SY	4	\$150.00	\$600.00
608-00005	Concrete Sidewalk (Special)	SY	34	\$105.00	\$3570.00
608-00006	Concrete Sidewalk (6 Inch)	SY	2105	\$62.00	\$130510.00
608-00010	Concrete Curb Ramp	SY	253	\$103.00	\$26059.00
608-00050	Brick Pavers	SF	1735	\$17.00	\$29495.00
608-00050	Colored Concrete	SY	537	\$96.00	\$51552.00
609-00000	Sidewalk Chase	LF	41	\$98.00	\$4018.00
609-21020	Standard 6" Curb and Gutter (City of Arvada)	LF	2124	\$33.00	\$70092.00
609-21021	Median Curb and Gutter (City of Arvada)	LF	1221	\$30.00	\$36630.00
610-00030	Median Cover Material (Concrete)	SF	1555	\$13.00	\$20215.00
610-00100	Concrete Splash Pan	LF	9	\$102.00	\$918.00
613-00150	1-1/2 Inch Electrical Conduit	LF	3000	\$21.00	\$63000.00
613-00200	2 Inch Electrical Conduit	LF	210	\$28.00	\$5880.00
613-00208	2 Inch Signal Interconnect Electrical Conduit (Install Only)	LF	1210	\$28.00	\$33880.00
613-00300	3 Inch Electrical Conduit	LF	360	\$31.00	\$11160.00
613-07034	Pull Box (24"x36"x18")	EA	5	\$1240.00	\$6200.00
613-10000	Wiring	L S	1	\$9440.00	\$9440.00
613-16000	Luminaire (LED)(18000 Lumens)	EA	4	\$940.00	\$3760.00
614-00011	Sign Panel (Class I)	SF	79	\$40.00	\$3160.00
614-00215	Steel Sign Post (1.75x1.75 Inch Tubing)	EA	19	\$220.00	\$4180.00
614-10160	Signal Head Backplates	EA	8	\$207.00	\$1656.00
614-70250	Pedestrian Signal Face (16)(Countdown)(LED Replacement)	EA	6	\$627.00	\$3762.00
614-70336	Traffic Signal Face (12-12-12)	EA	8	\$814.00	\$6512.00

BID SCHEDULE**Ralston Road Reconstruction - Upham Street to Yukon Street - REPOST****CITY OF ARVADA, JEFFERSON COUNTY, COLORADO****CDOT Project No: STU M040-031, 21175****City of Arvada Project No. 15-ST-30**

Contractor: _ T&M Construction, LLC

Address, City, 5605 N. Peterson Road, Sedalia, CO 80135

ITEM NO.	CONTRACT ITEM	UNIT	QTY	UNIT PRICE	EXTENSION
614-70448	Traffic Signal Face (12-12-12-12)	EA	3	\$1,330.00	\$3990.00
614-72860	Pedestrian Push Button	EA	8	\$440.00	\$3520.00
614-72863	Pedestrian Push Button Assembly	EA	5	\$1,800.00	\$9000.00
614-72887	Microwave Vehicle Radar Detector	EA	6	\$9,000.00	\$54000.00
614-81125	Traffic Signal-Light Pole Steel (1-25 Foot Mast Arm)	EA	1	\$22,100.00	\$22100.00
614-81140	Traffic Signal-Light Pole Steel (1-40 Foot Mast Arm)	EA	2	\$25,600.00	\$51200.00
619-78048	6 Inch Fire Hydrant	EA	2	\$8,200.00	\$16400.00
620-00020	Sanitary Facility	EA	2	\$1,800.00	\$3600.00
623-00000	Irrigation System	LS	1	\$23,000.00	\$23000.00
624-25013	12 Inch Drainage Pipe (Class 5) (Complete In Place)	LF	32	\$47.00	\$1504.00
625-00000	Construction Surveying	L S	1	\$20,000.00	\$20000.00
626-00000	Mobilization	L S	1	\$156,000.00	\$156000.00
626-01103	Public Information Services (Tier III)	L S	1	\$23,000.00	\$23000.00
627-00004	Epoxy Pavement Marking (Modified)	GAL	15	\$300.00	\$4500.00
627-00011	Pavement Marking Paint (Waterborne)	GAL	32	\$150.00	\$4800.00
627-30405	Preformed Thermoplastic Pavement Marking (Word-Symbol)	SF	96	\$26.00	\$2496.00
627-30410	Preformed Thermoplastic Pavement Marking (Xwalk-Stop Line)	SF	258	\$12.00	\$3096.00
629-00000	Reset Survey Monument	EA	2	\$1,500.00	\$3000.00
629-00000	Reset Property Pin	EA	1	\$200.00	\$200.00
630-00000	Traffic Control (Lump Sum)	LS	1	\$260,000.00	\$260000.00
700-70010	F/A Minor Contract Revisions	LS	1	\$75,000.00	\$75,000.00
700-70380	F/A Erosion Control	LS	1	\$5,000.00	\$5,000.00
700-70060	F/A Utility Adjustment	LS	1	\$5,000.00	\$5,000.00
700-70130	F/A Irrigation System Repair	LS	1	\$2,500.00	\$2,500.00
700-90045	F/A High Early Strength Concrete (Class E)	LS	1	\$10,000.00	\$10,000.00
700-90064	F/A Furnish and Install Temporary Lighting	LS	1	\$5,000.00	\$5,000.00
				TOTAL BID \$	2,619,824.50

REQUIRED CONTRACTOR SUBMITTAL FORM**SUBMITTAL CHECKLIST:**Proposals shall be submitted in the order listed below with each section clearly identified.

- ☐ Submit completed City Submittal Forms including this sheet, Bid Bond, Bid Proposal, Bid Schedule, and any other attachments requested.
- ☐ Submit implementation timeline and warranties, if applicable.
- ☐ Attach Contractor's Licensing, if applicable.
- ☐ Insurance – Checking this box accepts that the insurance requirements listed by the City are acceptable.
- ☐ Please initial to acknowledge Addenda, if any, have been considered in your proposal:

#1 NA #2 NA**REFERENCES:**

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

Name: TOWN OF PARKER Contact Person: Tom Gill
 Address: 20120 E. MAIN STREET, PARKER, CO 80138
 Telephone No: 303 805 3190 Email: TCGILL@PARKERONLINE.ORG

Describe type of work/service performed or items supplied: 2019 TOWNWIDE ROADWAY RECON.
REMOVE CONCRETE PAVING & PLACE ASPHALT

Name: TOWN OF CASTLE ROCK Contact Person: FRANK CASTILLO
 Address: 4175 N. CASTLETON CT., CASTLE ROCK, CO 80109
 Telephone No: 303 435 0306 Email: FCASTILLO@CRGOV.COM

Describe type of work/service performed or items supplied: 2019 BRIDGE RENOVATION
REPAIR BRIDGES

Name: CITY OF CENTENNIAL Contact Person: MARY SYTSMA
 Address: 13133 E. ARAPAHOE RD. CENTENNIAL CO. 80112
 Telephone No: 720 226 2382 Email: MSYTSMA@CENTENNIALCO.GOV

Describe type of work/service performed or items supplied: ARAPAHOE RD. TIRML
PLACE CRASHING FINES FOR NEW TRAIL

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned T & M Construction, LLC as Principal, and Nationwide Mutual Insurance Company as Surety, are hereby held and firmly bound unto the City of Arvada, Colorado, as Owner, in the penal sum of Five Percent of Amount Bid (5%) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

THE CONDITION of this obligation is such that whereas the Principal has submitted to the City of Arvada, Colorado the accompanying Bid Proposal, and hereby made a part hereof to enter into a Contract Agreement for the construction of City of Arvada Project No. 15-ST-30, Ralston Road Reconstruction - Upham Street to Yukon Street - REPOST

WHEREAS, the Owner, as a condition for receiving said Bid Proposal, requires the Principal to deposit with the Owner a Bid Proposal Guaranty, equivalent to not less than Five (5) Percent of the amount of said Bid Proposal.

NOW THEREFORE,

- (A) If said Bid Proposal shall be rejected; or in the alternate,
- (B) If said Bid Proposal shall be accepted and the Principal shall execute and deliver a Contract Agreement (properly completed in accordance with said Bid Proposal) and shall furnish a Performance and Payment Bond upon the forms prescribed by the Owner for the faithful performance of said Contract; and for the payment of all persons performing labor or furnishing materials in connection therewith; and shall in all other respects perform the agreement created by the acceptance of said Bid Proposal;

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, this 22nd day of October, 2019, and each of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

PRINCIPAL

Name: T & M Construction, LLC
 Address: 5605 North Peterson Road, Unit A
Sedalia, CO 80135
 By: [Signature]

(SEAL)

SURETY

Nationwide Mutual Insurance Company
9380 Station St., Ste 100
Lone Tree, CO 80124
 By: [Signature]
 Title: Attorney-in-Fact Jody L. Anderson

(SEAL)

NOTE: Surety Companies executing bonds must be authorized to transact business in the State of Colorado and be acceptable to the Owner.



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
 Allied Property and Casualty Insurance Company, an Iowa corporation

AMCO Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

Jody L. Anderson

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of: Unlimited

Surety Bond Number Bid Bond
Principal T & M Construction, LLC
Obligee City of Arvada

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27th day of February, 2019.



Antonio C. Albanese
 Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27th day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Suzanne C. Delio
 Notary Public, State of New York
 No. 02066126649
 Qualified in Westchester County
 Commission Expires September 16, 2021

Suzanne C. Delio

Notary Public
 My Commission Expires
 September 16, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 22nd day of October, 2019

Laura B. Guy

Assistant Secretary



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.4.

TO: THE HONORABLE CITY COUNCIL

DATE: June 28, 2021

SUBJECT: R21-091 A Resolution Authorizing an Agreement By and Between the City of Arvada and PCL Construction, Inc. for Converting Public Streets into Pedestrian Space for Olde Town Business District in an Amount Not to Exceed \$360,083.00

Report in Brief

As a result of the 2020 COVID-19 pandemic many businesses, and restaurants in particular, needed to look for ways to increase their seating capacity outside. In May, 2020 the Arvada team began working on a plan that closed several streets in Olde Town, for what was intended to be a temporary period of time. The closures in Olde Town started on June 12, 2020 and were originally stated to end on Labor Day, 2020. As the pandemic continued, the need to continue the Olde Town street closures was identified. Feedback from the closures has been largely positive and requests have come from the BID and community in general to continue the closures past the pandemic.

On March 8, the Arvada team presented a plan to City Council to transform the temporary closure look of Olde Town to a more aesthetically pleasing look that is consistent with the historic district for approximately the next five years as the City studies the idea of transforming Olde Town into a permanent pedestrian mall type experience. City Council was supportive of this approach during the March 8 workshop.

This resolution is the first step towards implementing that plan. This contract will allow for the replacement of the temporary construction style barricades with medians and other traffic control devices which will allow for emergency and maintenance access only and distinguish between the auto sections and pedestrian sections of Olde Town.

The Arvada team recommends approval of R21-091, A Resolution Authorizing an Agreement By and Between the City of Arvada and PCL Construction, Inc. for Converting Public Streets into Pedestrian Space for Olde Town Business District in an Amount Not to Exceed \$360,083.00.

Financial Impact

The financial impact to the City is the cost of the contract which is not to exceed \$360,083.00.

Background

This contract is part one of three phases to implement the Olde Town Closure Plan. The installation of the medians will help take the "temporary" and "construction" feel away from the closures. Following the installation of the medians, the Arvada team will be installing a series of platforms, parklets, and partitions which will help to bring a unified look and feel to the Olde Town closures. The final phases will be to install tables, chairs, and umbrellas which will add to the unifying esthetic of the closure area.

In addition to the physical infrastructure that the City is installing, the Arvada team is also partnering with the BID on other enhancements to the area in general which include items such as wayfinding, street murals, and event planning.

Lastly, by implementing this consistent approach, in collaboration the BID, this City is better able to maintain ADA access throughout our downtown.

Discussion

The Arvada team issued an RFP for this project. Only one bidder responded to the RFP; however, that bidder is a company that is currently working with the City on the Ralston Treatment Plant pump project. The Arvada team has had a very positive working relationship with this company and believes that the City should accept the bidder's response and move forward with the project.

Public Contact

The Arvada team, in partnership with the BID held three public meetings for this project on March 10, March 12, and March 17. Additionally, there was a survey distributed to the public asking for feedback related to the closures. There were 1,797 responses, of which 88.3% were in support of the closures. 9.5% were against the closures, and 2.3% were neutral.

In addition, the City Council agenda was posted.

Commission Recommendation

N/A

Strategic Alignment

The recommended action aligns with the Community and Economic Development Priority Area of the City Council Strategic Plan.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends approval of R21-091, A Resolution Authorizing an Agreement By and Between the City of Arvada and PCL Construction, Inc. for Converting Public Streets into Pedestrian Space for Olde Town Business District in an Amount Not to Exceed \$360,083.00.

Suggested Motion:

I move that R21-091, A Resolution Authorizing an Agreement By and Between the City of Arvada and PCL Construction, Inc. for Converting Public Streets into Pedestrian Space for Olde Town Business District in an Amount Not to Exceed \$360,083.00, be (approved) (rejected).

Prepared by:

Josie Suk, Development Systems and Administrative Manager

Reviewed by:

Approved by:

SUBJECT: R21-091 A Resolution Authorizing an Agreement By and Between the City of Arvada and PCL Construction, Inc. for Converting Public Streets into Pedestrian Space for Olde Town Business District in an Amount Not to Exceed \$360,083.00

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Ryan Stachelski, Director of Community and Economic Development	6/9/2021
John Firouzi, Senior Transportation Planner	6/9/2021
Gail Walker, Legal Specialist-Contracts	6/11/2021
Emily Grogg, Senior Assistant City Attorney	6/11/2021
Rachel Morris, City Attorney	6/17/2021
Lorie Gillis, Deputy City Manager	6/17/2021
Mark Deven, City Manager	6/17/2021

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R21-091

A RESOLUTION AUTHORIZING AN AGREEMENT BY AND BETWEEN THE
CITY OF ARVADA AND PCL CONSTRUCTION, INC. FOR CONVERTING
PUBLIC STREETS INTO PEDESTRIAN SPACE FOR OLDE TOWN BUSINESS
DISTRICT IN AN AMOUNT NOT TO EXCEED \$360,083.00

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 PCL Construction, Inc. for converting public streets into pedestrian space for Olde Town Business District in an amount not to exceed \$360,083.00.

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

APPROVED AND ADOPTED this 28th day of June, 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
PCL CONSTRUCTION, INC. FOR CONVERTING PUBLIC STREETS INTO PEDESTRIAN
SPACE FOR OLDE TOWN BUSINESS DISTRICT
IN AN AMOUNT NOT TO EXCEED \$360,083.00**

This Agreement made this _____ day of _____, _____, by and between the City of Arvada, a home rule municipal corporation (“Arvada” and/or “City”) and PCL Construction, Inc., (“Contractor”).

WITNESSETH: That for and in consideration of the covenants, promises, and payments hereinafter mentioned:

A. THE WORK

1. Contractor will commence and complete the converting of public streets into pedestrian space for the Olde Town Arvada Business District as described in the Contract Documents relating to RFP-21-Olde Town Semi-Perm Ped Mall, issued April 29, 2021, but provided to Contractor after the bidding period had closed (“the Work”). Arvada did not receive bids for the original RFP but worked with Contractor to create a proposal that would meet the needs described in the RFP.

2. The term “Contract Documents” means and includes the following:

- A. Arvada’s Request for Proposal, RFP-21-Olde Town Semi-Perm Ped Mall (“RFP”);
- B. RFP Exhibits (if any);
- C. RFP Addenda (if any);
- D. Contractor’s Response, Advertisement for Bid, Bid Proposal, Bid Schedule;
- E. Notice of Award;
- F. Performance and Payment Bond;
- G. Notice to Proceed;
- H. Change Orders (if any);
- I. City of Arvada Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements;
- J. Project special provisions prepared or issued by City of Arvada (or its Consultant if applicable);
- K. Detail drawings and Bid Documents prepared or issued by City of Arvada (or its Consultant if applicable);
- L. Specification Illustrations and attachments; and
- M. All supplementary requirements regarding wage rates, E.E.O., affirmative action and all other Federal-State requirements as outlined in the specifications.

3. Contractor will furnish all material, supplies, tools, equipment, labor, and other services necessary for the completion of the Work within Arvada’s timeframe and monetary limitations.

4. 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, Project Special Provisions, and other RFP requirements, and agrees to be bound by those terms and conditions.

5. Contractor will commence the work required by the Contract Documents within 10 calendar days after the date of Notice to Proceed.

6. Contractor will substantially complete the work required by the Contract Documents by **July 31, 2021**. Portions of the work that require a long lead time may extend past July 31, 2021 but all work shall be completed by **November 1, 2021** unless the period for completion is extended otherwise by the Contract Documents.

7. Allowances:

a. Arvada and Contractor shall agree upon the amount of allowances to be included in the General Estimate (see Exhibit D).

i. The allowance amounts for each general estimate will be established by Arvada and Contractor to address risks Contractor can identify, but not adequately quantify, prior to execution of the Agreement or subsequent amendments. Allowance amounts may also be established for scopes of work that cannot be adequately defined prior to execution of the Agreement or subsequent amendments. Allowance amounts shall be clearly listed in the Contractor's proposal.

ii. Should allowance amounts be used during execution of the Work, the amount charged shall include applicable mark-ups, such as pricing for bonds, insurances, and Contractor's fee.

iii. Contractor shall submit for Arvada's approval documentation showing value and reason for each case of allowance usage. Arvada's written approval will be required prior to Contractor's usage of any allowance amounts.

iv. If an individual allowance amount is exceeded during execution of the Work, additional funds may be drawn from another allowance or Arvada's contingency with written approval of Arvada, which will not be unreasonably withheld.

v. In the event allowance amounts listed in the proposal are exceeded, a change order shall be issued by Arvada for an increase in contract price and/or time.

vi. Any balance remaining in designated allowances at the final completion of all Work under the Agreement shall be returned to Arvada by deductive reconciliation Change Order.

B. CHANGES TO THE WORK

8. Arvada may, by written order signed by Arvada, at any time, and without notice to any surety, and subject to all appropriate adjustments, make changes within the general scope of this Contract in any one or more of the following: (a) changes in scope of services; (b) completion date; (c) contract amount; (d) any applicable material modifications; and, (e) any other matters that the parties deem necessary.

9. The Contractor may request a Change in the Work ("Requested Change Order"), including one or more of the following: (a) changes in scope of services; (b) completion date; (c) contract amount; (d) any applicable material modifications; and, (e) any other matters that the parties deem necessary.

10. Any Requested Change Order shall include (a) a detailed description of the requested change to the original contract; (b) itemized documentation of any subcontractor costs; (c) the total costs associated with the proposed change; (d) the impact on the project completion date, if any, associated with the proposed change; and (e) a statement of the contractual basis for the requested change.

11. The following may be considered a valid basis for requesting a Change Order: (a) Contract Document error or omission; (b) Arvada induced enhancement; (c) unforeseeable constructability issue; (d) unforeseeable geotechnical issue, (e) as described in Section 7 of this Agreement.

12. The following will not be considered a valid basis for requesting a Change Order absent extraordinary circumstances: (a) utility relocation; (b) utility conflicts; (c) foreseeable geotechnical issue; (d) foreseeable constructability issue; (e) defective construction.

13. The Contractor shall not proceed with any change in the Work without the appropriate written authorization.

C. PAYMENT FOR THE WORK

14. Contractor agrees to perform all of the work described in the Contract Documents for an amount not to exceed **\$360,083.00** for the Work.

15. Contractor will follow Bid schedule, and submit monthly invoices together with any retainage requirements prescribed by Colorado state statutes. Arvada will make partial payments accordingly generally within NET 15 but no later than NET 30.

D. ADDITIONAL PROVISIONS

16. PREFERENCES IN EMPLOYMENT OF COLORADO LABOR. To the extent that obligations and responsibilities may be established by C.R.S. § 8-17-101 *et seq.*, as amended, with respect to certain public entities and those contracting therewith as to the procurement of services:

- a. Colorado labor shall be employed to perform eighty percent (80%) of the work.
- b. Any waiver of this requirement must comply with C.R.S. § 8-17-101 *et seq.*, as amended.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. **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.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement which shall be deemed an original on the date first above written.

CITY OF ARVADA, COLORADO

Marc Williams, Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST/WITNESS:

City Clerk

APPROVED AS TO FORM:

For Rachel A. Morris, City Attorney

By: _____

CONTRACTOR

Mike McKinney, President
mamckinney@pcl.com

EXHIBIT A

**AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND PCL
CONSTRUCTION, INC. FOR CONVERTING PUBLIC STREETS INTO
PEDESTRIAN SPACE FOR OLDE TOWN BUSINESS DISTRICT IN AN
AMOUNT NOT TO EXCEED \$360,083.00**



REQUEST FOR PROPOSAL

Proposal #: RFP-21-Olde Town Semi-Perm Ped Mall

Title: Olde Town Semi-Perm Ped Mall

RFP Issued: 04/29/2021

Pre-proposal Meeting: N/A

Question Deadline: 05/04/2021 2:00 p.m. local time
Questions and responses will be posted on BidnetDirect.com. This is the ONLY VALID source for postings regarding this solicitation.

Proposals Due By: 05/07/2021 4:00 p.m. local time
Electronic Submissions must be submitted as (1) PDF online at BidNetDirect.com.
Your company name must be the first word naming the pdf file.
Late responses will not be considered for award.

Projected Start Date: ASAP

Submit administrative questions NOT related to the scope to: Katie Schwindt, klschwindt@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 therefor in accordance with the Colorado Open Records Act

C.R.S. §§24-72-101 *et seq.* and any other applicable law. Further, Vendor agrees to assume the obligation to defend, hold harmless, and indemnify the City in any legal proceeding that arises from non-disclosure of documents or data pursuant to the Vendor's objection.

7. COOPERATIVE PURCHASING

The City of Arvada encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental agencies including the Multiple Assembly of Procurement Officials (MAPO) and the Cooperative Educational Purchasing Council (CPEC).

We hereby request that any member of MAPO/CEPC be permitted to avail itself of this contract and purchase, as specified by the contract resulting from this RFP, at the contract prices established therein. Each governmental entity would establish its own contract, issue its own orders, be invoiced directly, make its own payments and issue its own exemption certificates as required. It is understood and agreed that the City of Arvada is not a legally binding party to any contractual agreement made between another governmental entity and the successful vendor as a result of this solicitation. The City shall not be liable for any costs or damages incurred by any other entity.

8. MODIFICATIONS TO EXISTING CONTRACT

Terms and conditions may be added, modified, and deleted upon mutual agreement between authorized agents of the City and the vendor provided that such terms and conditions remain within the scope and original intent of the Solicitation. Said terms and conditions may include, but are not limited to, additions or deletions of service levels and/or commodities, and increases or decreases in the time limits for an existing contract. Any and all modifications must be signed by authorized agents of the City and the vendor prior to the enactment of such modifications.

9. DELIVERY

Quoted prices and deliveries are to be FOB Destination freight prepaid and shall require inside delivery unless otherwise specified in the Special Conditions of this Solicitation. Title and risk of loss shall pass to the City upon inspection and acceptance by the City at its designated point of delivery; unless otherwise specified in the Special Conditions.

10. CONDITION OF MATERIALS AND PACKAGING

All materials and products supplied by the vendor in conjunction with this solicitation shall be new (unless otherwise specified in the Special Conditions), warranted, free from defects, and consistent with industry standards.

The Solicitation price shall include commercial packaging. The materials and products shall be delivered to the City in excellent condition for inspection by City representatives. If the product(s) is damaged or a number of items or components are missing during shipment, the vendor shall either replace the damaged items (if shipped by the vendor) or be responsible for filing, processing and collecting all damage claims (if shipped by a contractor of the shipper). In the event that any of the materials and products supplied to the City by the vendor are found to be defective or do not conform to the specifications, the City reserves the right to return the product to the vendor at no cost to the City; either as an exchange for suitable merchandise or for full credit.

INSURANCE REQUIREMENTS

The following listed insurance requirements shall be carried by the selected vendor for the entirety of the contract. Applicable requirements for this solicitation are identified by completed check boxes.

1. ☒ **Commercial General Liability**, written on an occurrence form, for limits not less than \$1,000,000 for bodily injury and property damage for each occurrence and not less than \$2,000,000 aggregate. Coverage shall include premises and operations liability, blanket contractual, broad form property damage, products and completed operations and personal injury endorsements.
2. ☒ **Workers' Compensation and Employers Liability** as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$1,000,000 each accident/disease and \$1,000,000 aggregate.
3. ☒ **Automobile Liability** for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include owned, non-owned and hired automobiles.
4. ☐ **Umbrella Liability** of \$ _____, following form to the Commercial General Liability.
5. ☐ **Builders Risk or Course of Construction** Purchased by contractor to cover physical damage to property in construction or rehab. Contractors will ensure that City and subcontractors will be covered as additional insureds, excluding their own machinery, tools and equipment.
6. ☐ **Professional Liability** Professional Liability insurance in an amount of not less than One Million Dollars and No cents (\$1,000,000.00) per occurrence, covering the professional work contemplated under this proposal. The coverage shall have an extended reporting period of three (3) years following the date of substantial completion of the work for reporting of claims.
7. ☐ **Pollution Legal Liability Insurance** for limits not less than \$1,000,000 per occurrence (or claims made) and not less than \$1,000,000 aggregate for bodily Injury, personal Injury and property Damage.
8. ☐ **Privacy/Network/Cyber Liability Insurance** for limits not less than \$1,000,000 for any firm providing product or services associated with IT, software, communication, or network.

Additional Insurance Requirements:

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

ADMINISTRATIVE INFORMATION

1. PURPOSE - TO OBTAIN PROPOSALS:

The purpose of this Solicitation is to provide qualified vendors with sufficient information regarding the City's needs in order to adequately prepare and submit a Proposal.

Proposals must be received by the date and time established in this solicitation. Once the deadline has passed, the Proposals will not be accepted and will be returned to the vendor.

Proposals are proprietary working documents offered by prospective vendors and, as such, are not subject to public inspections until an official award is made.

2. PREPARATION AND SUBMISSION

Offers will be prepared as follow:

- 1) A blank shall be construed as "No Bid/not offered". Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
- 2) Vendors will not knowingly participate in solicitations where there exists a conflict of interest with their firm and a member of City staff or their immediate family.
- 3) Solicitations and addenda are available at WWW.BIDNETDIRECT.COM. Registration is available to receive email notification of new solicitations, addenda and communications.
- 4) Vendors who qualify their Offers by requiring alternate contractual terms and conditions as a stipulation for contract award, must include such alternate terms and conditions in its Offer. The City reserves the right to declare the vendor's Offer as non-responsive if any of these alternate terms and conditions are in conflict with the City's terms and conditions, or its best interest. Once Offers have been opened, the City shall not consider any subsequent submissions of alternate terms and conditions.

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) Three Similar Quick-Build Project Examples.
- 2) Three References.
- 3) Schedule and Availability through May, June, and July 2021.
- 4) Price/total cost of ownership to support best value for services and/or products provided.
- 5) Performance Measures included in the proposal of 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 City of Arvada is seeking construction services related to converting public streets into pedestrian space for its Olde Town business district. Specifically, the City is seeking contractors that can use page C-2 and C-3 of the attached 30% designs to implement the following in short order:

Pavement Markings Removal. Grinding and removal of existing yellow centerline and white pavement markings within the street closure area (3 sections of roadway), forming a clean asphalt surface.

Crosswalk Updates. Removal of pavers within the crosswalk concrete pans, adding asphalt fill, and finishing with decorative thermoplastic pavement markings at 3 intersections.

Raised Island Installation. Construction of surface level curb, aggregate and asphalt raised islands with a decorative finish at 4 intersections as shown in the attached documents. Painting curbs after completion to match the design document.

Bollards and Flexposts

Procurement and installation of removable bollards and flexposts on medians to match design layout for each intersection.

Temporary Traffic Control. Related to the construction activity, temporary traffic control services include providing MHTs for review and approval and field service that conform to the MUTCD.

Contractors interested in submitting responses to the City of Arvada would need to state their availability and commitment to complete each item listed in the scope.

EVALUATION OF RESPONSES

The City of Arvada is seeking firms that have experience with the construction of curb, thermoplastic pavement markings, and raised median installation. The method of award details is noted above. Contractors with experience in decorative materials should provide the following information for evaluation:

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 at BidnetDirect.com
- ☐ 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 D

**AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND PCL
CONSTRUCTION, INC. FOR CONVERTING PUBLIC STREETS INTO
PEDESTRIAN SPACE FOR OLDE TOWN BUSINESS DISTRICT IN AN
AMOUNT NOT TO EXCEED \$360,083.00**



City of Arvada

Olde Town Arvada Street Closures

PCL Construction, Inc.

June 9th, 2021

All pricing in this submission is based on the negotiation of mutually acceptable contract terms and conditions.

Assumptions:

1. This price model assumes Contractor can mobilize to site in July.
2. This price model assumes business owners will temporarily relocate seating and any fencing in order for Contractor to complete work.
3. This price model assumes Contractor will have adequate laydown area on street to be determined by Owner.
4. This price model assumes contractor may use fire hydrant for construction water.
5. This price model assumes coordination with business owners will be the responsibility of city representation.

Clarifications:

1. This price model is based off the 15%/30% drawings dated April 2021.
2. This price model includes costs to implement stormwater management plan.
3. This price model includes cost for stamped concrete at the medians and asphalt for the crosswalks with no thermoplastic design.
4. This contract will be lump sum.
5. This pricing includes allowances for anticipated owner-directed additional work items including thermoplastic surface treatment at crosswalks and decorative delineator sleeves. Owner directed extra work items will be billed by PCL against the allowances on a time and material basis with applicable markups. At conclusion of the project, any unused allowance amounts will be returned to the City of Arvada via deductive change order.

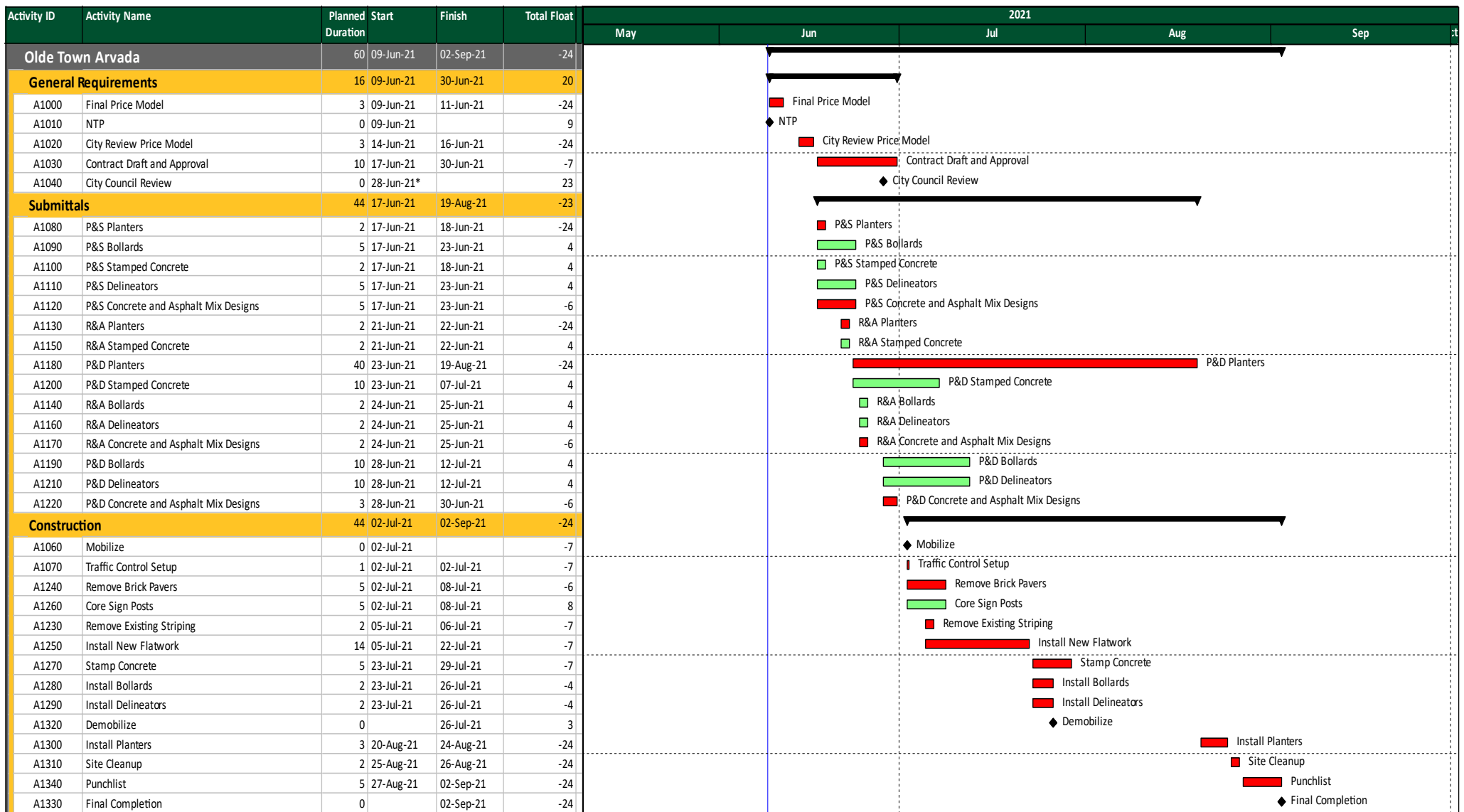


CONSTRUCTION

Assumptions and Clarifications List

Exclusions:

1. This price model excludes irrigation scope of work to planters.
2. Taxes are excluded.
3. No groundwater or other outside water sources are anticipated, and any dewatering measures have been excluded from this price model.
4. This price model does not include costs for remediation of hazardous waste materials.
5. This price model excludes supply and install of any seating and/or tables for new pedestrian mall.
6. This price model excludes any fencing in new pedestrian mall. Any temporary fencing included will be used to site security and pedestrian traffic control.
7. This price model excludes any asphalt and/or concrete demo. Demolition of pavers is included in this price model.
8. This price model excludes purchase and install of any soil or vegetation.
9. This price model excludes any excavation.
10. This price model excludes any sign removal, procurement and install.
11. This price model excludes any site survey, layout or as builds.
12. This price model excludes any cost associated with unknown utilities.
13. This price does not include any costs associated with permits.
14. This price model excludes any costs associated with inspections.
15. This price model does not include costs for remediation of hazardous waste materials.





PCL Construction, Inc.

Civil Infrastructure - Phoenix

General Estimate Summary & Item Analysis Sheet



BE Number BE200803
Opportunity No 54.501.MAJ.19.096318
Owner File No RFQ-20
Project **Olde Town Arvada Street Closures**
Location Arvada CO, USA

PCL Construction, Inc.
Civil Infrastructure - Phoenix
General Estimate Summary

Summary Page 1 of 1
Jun 09, 2021
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Dana Lebeda

Sheet Name	Description	Quantity UOM	Labor			Equipment			Services/ Tools / Supplies		Material		Subcontract		Total Cost	
			Hours	Rate	Total	Hours	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total
DIRECT WORK																
DIV 01	DIVISION 1	1 LS	111	55.25	6,133	88	---	4,535	---	5,610	---	1,060	---	---	---	17,338
DIV 02	SITE WORK	1 LS	255	45.87	11,674	14	---	275	---	6,000	---	12,112	---	163,605	---	193,666
GE 22	TAX EXEMPT	1 LS	---	---	---	---	---	---	---	---	---	---	---	---	---	---
DIRECT WORK			366	---	17,807	102	---	4,809	---	11,610	---	13,172	---	163,605	---	211,004
INDIRECTS																
GE	GENERAL REQUIREMENTS	1 LS	465	86.19	40,106	346	---	5,144	---	2,050	---	750	---	---	---	48,050
GE 8	BOND	1 LS	---	---	---	---	---	---	---	2,814	---	---	---	---	---	2,814
GL	GENERAL LIABILITY INSURANCE	1 LS	---	---	---	---	---	---	---	3,224	---	---	---	---	---	3,224
GE 9	BUILDER'S RISK INSURANCE	1 LS	---	---	---	---	---	---	---	1,348	---	---	---	---	---	1,348
INDIRECTS			26.27% T.DC.	465	---	40,106	346	---	5,144	---	9,436	---	750	---	---	55,436
TOTAL PRICE			831	---	57,913	448	---	9,953	---	21,046	---	13,922	---	163,605	---	266,439
FEE			10.00% T.C.													26,644
TOTAL BID																293,083
ALLOWANCES																
AL1	Thermalplastic Adder	1 LS	---	---	---	---	---	---	---	62,000	---	---	---	---	---	62,000
AL2	Decorative Delineator Options	1 LS	---	---	---	---	---	---	---	5,000	---	---	---	---	---	5,000
ALLOWANCES			26.27% T.DC.	---	---	---	---	---	---	67,000	---	---	---	---	---	67,000
TOTAL BID (including extras)																360,083

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Proprietary and Confidential



PCL Construction, Inc.
Civil Infrastructure - Phoenix
Item Analysis Sheet

BE Number BE200803
 Opportunity No 54.501.MAJ.19.096318
 Owner File No RFQ-20
 Project **Olde Town Arvada Street Closures**
 Location Arvada, CO, USA

Detail Page 1 of 15

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Dana Lebeda

DIV 01	DIVISION 1	1.00	LS
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Proprietary and Confidential

No.	Description	Quantity	UOM	Units Per Hours	ManHrs Per Unit	Labor			Equipment		Services/ Tools/Supplies		Perm. Material		SubContract		Total Cost	
						Hours	\$ / hr	Total	\$ / hr	Total	\$/ItemUnit	Total	\$/ItemUnit	Total	\$/ItemUnit	Total	Unit	Total
	Furnish all labor, materials and/or equipment necessary to complete the project requirements as typical within Division 1 Specifications complete; as well identified per meeting minutes, on the conceptual drawings, and/or provided details.																	
	Mobilization and Demobilization	1	LS															
	Mobilization and Demobilization							1.00		LS								
	Equipment Freight (Mobilization/Demob)	1	LS	---	---	---	---	---	---	---	---	300	---	---	---	---	---	300
	Mobilization and Demobilization	1.00	LS	---	---	---	---	---	---	---	---	300	---	---	---	---	---	300
	SWPPP/Earthmoving Permits	1	LS															
	SWPPP																	
	Wattles and Sandbags	1	LS	---	---	---	---	---	---	---	---	500	---	---	---	---	---	500
	Forklift, RT 8000# Reach-O	8	HR	1.000	1.000	8	OP2 57.79	462	51.53	412	---	---	---	---	---	---	109.32	875
	Install Wattles and Sandbags	16	HR	1.000	1.000	16	LG3 45.53	729	---	---	---	---	---	---	---	---	45.53	729
	Project Sign	1	EA	---	---	---	---	---	---	---	1,000.00	1,000	---	---	---	---	1,000.00	1,000
	SWPPP/Earthmoving Permits	1.00	LS	---	---	24	49.62	1,191	---	412	---	1,500	---	---	---	---	---	3,103
	Permits	1	LS															
	SWMP Permit, City of Arvada Engineering Division Public Improvement Permit																	
	**SWMP required, larger than 1 acre site																	
	SWMP Permit							1.00		LS			1,350.00					
	Public Improvement Permit							1.00		LS			3,327.00					
	Public Improvement Permit							1.00		LS			3,327.00					
	Permits	1.00	LS	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
	Snow Removal	1	LS															

DIV 01	DIVISION 1	1.00
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BE Number BE200803
Opportunity No 54.501.MAJ.19.096318
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PCL Construction, Inc.
Civil Infrastructure - Phoenix
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DIV 01	DIVISION 1	1.00	LS
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Proprietary and Confidential

No.	Description	Quantity	UOM	Units Per Hours	ManHrs Per Unit	Labor			Equipment		Services/ Tools/Supplies		Perm. Material		SubContract		Total Cost	
						Hours	\$ / hr	Total	\$ / hr	Total	\$/ItemUnit	Total	\$/ItemUnit	Total	\$/ItemUnit	Total	Unit	Total
	NO SNOW REMOVAL PENDING SUMMER START DATE																	
	Snow Removal	1.00	LS	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
	Laydown Area	140	LF															
	Temp Fencing	140	LF	---	---	---	---	---	---	---	---	---	4.00	560	---	---	4.00	560
	Install and Teardown Fencing	140	LF	20.000	0.050	7	45.53	319	---	---	---	---	---	---	---	---	2.28	319
	Cleanup Site	1	LS	---	---	---	---	---	---	---	---	---	---	500	---	---	---	500
	Site Security	1	LS	---	---	---	---	---	---	---	---	500	---	---	---	---	---	500
	Laydown Area	140.00	LF	20.000	0.050	7	45.53	319	---	---	3.57	500	7.57	1,060	---	---	13.42	1,879
	Small Tools and Supplies	1	LS															
	Small Tools and Supplies	830.83	MH	---	---	---	---	---	---	---	1.00	831	---	---	---	---	1.00	831
	Expendables	830.83	MH	---	---	---	---	---	---	---	0.700000	582	---	---	---	---	0.700000	582
	F.A. & Safety Supplies	830.83	MH	---	---	---	---	---	---	---	0.120000	100	---	---	---	---	0.120000	100
	Fire Protection	830.83	MH	---	---	---	---	---	---	---	0.070000	58	---	---	---	---	0.070000	58
	Safety Equipment																	
	Small Tools and Supplies	1.00	LS	---	---	---	---	---	---	---	---	1,570	---	---	---	---	---	1,570
	Field Engineering	1	LS															
	Survey Equipment													800.00				
	-PCL time and materials to provide as-builts																	
	Survey Requirements																	
	-Licensed surveyor to set control points																	
	Licensed Surveyor													1,500.00				

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BE Number BE200803
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 Location Arvada, CO, USA

PCL Construction, Inc.
Civil Infrastructure - Phoenix
Item Analysis Sheet

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Dana Lebeda

DIV 01	DIVISION 1	1.00	LS
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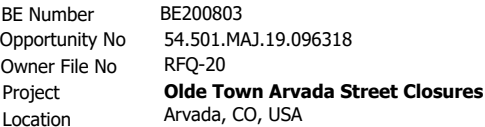
Proprietary and Confidential

No.	Description	Quantity	UOM	Units Per Hours	ManHrs Per Unit	Labor			Equipment		Services/ Tools/Supplies		Perm. Material		SubContract		Total Cost	
						Hours	\$ / hr	Total	\$ / hr	Total	\$/ItemUnit	Total	\$/ItemUnit	Total	\$/ItemUnit	Total	Unit	Total
	Field Engineering	1.00	LS	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
	Trade Shack	1	LS															
	Trade Shack					1.00	LS											
	Water Coolers	1	EA	---	---	---	---	---	---	---	50.00	50	---	---	---	---	50.00	50
	Drinking Water & Ice	1	MO	---	---	---	---	---	---	---	400.00	400	---	---	---	---	400.00	400
	Trade Shack	1.00	LS	---	---	---	---	---	---	---	---	450	---	---	---	---	---	450
	Forklift Support	1	LS															
	Forklift, RT 8,000# Reach	2	WK	1.000	1.000	80	OP2 57.79	4,624	51.53	4,122	---	---	---	---	---	---	4,372.92	8,746
	-Sub and material assist																	
	Forklift Support	1.00	LS	---	---	80	57.79	4,624	---	4,122	---	---	---	---	---	---	---	8,746
	Temporary Construction Facilities	1	LS															
	Temporary Sanitary and First Aid Facilities	1	LS															
	Site Services; Constr. Operations					1.00	LS											
	2 Portable Toilets w/ Routine Service	1	MO	---	---	---	---	---	---	---	270.00	540	---	---	---	---	540.00	540
	Temporary Sanitary and First Aid Facil	1.00	LS	---	---	---	---	---	---	---	---	540	---	---	---	---	---	540
	Temporary Construction Facilities	1.00	LS	---	---	---	---	---	---	---	---	540	---	---	---	---	---	540
	Temporary Construction Facilities	1	LS															
	Maintain Work/Laydown/Staging Areas	1	LS															

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DIV 01	DIVISION 1	1.00
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DIV 02	SITE WORK	1.00	LS
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No.	Description	Quantity	UOM	Units Per Hours	ManHrs Per Unit	Labor			Equipment		Services/ Tools/Supplies		Perm. Material		SubContract		Total Cost	
						Hours	\$ / hr	Total	\$ / hr	Total	\$/ItemUnit	Total	\$/ItemUnit	Total	\$/ItemUnit	Total	Unit	Total
	Flatwork	1	LS															
	Scope: cross walk replacement, remove existing pavers and bedding, replace with 5" base and 2" pavement median pavement, geotextile fabric, 5" concrete, 2" pavement pinned curb, and mobilization costs																	
	Chacon Paving Quote	1	LS	---	---	---	---	---	---	---	---	---	---	---	---	134,515	---	134,515
	Subcontractor Bond	1	LS	---	---	---	---	---	---	---	---	---	---	---	---	4,035	---	4,035
	Sub Support	80	HR	1.000	1.000	80	45.53	3,643	---	---	---	---	---	---	---	35.46	45.53	3,643
	PCL time to support sub with layout, quality, weep holes, raising of manholes and retroreflective adhesive backed marking tape																	
	Sub Support Material	1	LS	---	---	---	---	---	---	---	---	5,500	---	---	---	---	---	5,500
	Surface Treatment	1	LS															
	Diagonal Tile																	
	Range \$/SF is about \$16-\$25 (Ennis Flint)																	
	Install Diagonal Tile																	
	Surface Treatment	1.00	LS	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
	Flatwork	1.00	LS	---	---	80	45.53	3,643	---	---	---	5,500	---	---	---	138,551	---	147,693
	Striping	1	LS															
	Scope: remove existing striping with dust control costs																	
	American Striping Quote	1	LS	---	---	---	---	---	---	---	---	---	---	---	---	6,279	---	6,279
	Sub Support	16	HR	1.000	1.000	16	45.53	729	---	---	---	---	---	---	---	---	45.53	729
	-Assist sub with dust control and cleanup																	
	Striping	1.00	LS	---	---	16	45.53	729	---	---	---	---	---	---	---	6,279	---	7,008
	Planters	11	EA															

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DIV 02	SITE WORK	1.00
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BE Number BE200803
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 Project **Olde Town Arvada Street Closures**
 Location Arvada, CO, USA

PCL Construction, Inc.
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DIV 02	SITE WORK	1.00	LS
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No.	Description	Quantity	UOM	Units Per Hours	ManHrs Per Unit	Labor			Equipment		Services/ Tools/Supplies		Perm. Material		SubContract		Total Cost	
						Hours	\$ / hr	Total	\$ / hr	Total	\$/ItemUnit	Total	\$/ItemUnit	Total	\$/ItemUnit	Total	Unit	Total
	Scope: provide 11 planters and saucers																	
	Western States	1	LS	---	---	---	---	---	---	---	---	---	---	---	---	8,741	---	8,741
	Planters	11.00	EA	---	---	---	---	---	---	---	---	---	---	---	794.68	8,741	794.68	8,741
	Traffic Control	1	LS															
	Scope: traffic control plan, install delineators, install bollards																	
P	Colorado Barricade Quote - TCP	1	LS	---	---	---	---	---	---	---	---	---	---	---	---	1,014	---	1,014
P	Colorado Barricade Quote - Temp Items	1	LS	---	---	---	---	---	---	---	---	---	---	---	---	9,020	---	9,020
	Colorado Barricade Quote - Permanent Items	1	LS	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
	Material																	
	Bollards	1	LS	---	---	---	---	---	---	---	---	---	---	4,112	---	---	---	4,112
P	Plastic Delineator	1	LS	---	---	---	---	---	---	---	---	---	---	7,250	---	---	---	7,250
	Purchase Concrete	3	CY	---	---	---	---	---	---	---	---	---	250.00	750	---	---	250.00	750
	-Price includes short load charge and environmental fees																	
	Install																	
	Install Bollards	14	EA	0.250	4.000	56	LG3 45.53	2,550	---	---	---	---	---	---	---	---	182.13	2,550
	Install Delineator	37	EA	0.400	2.500	93	LG3 45.53	4,212	---	---	---	---	---	---	---	---	113.83	4,212
	Skidsteer Ldr Cat 246C	14	EA	2.000	0.500	7	OP2 57.79	405	33.36	234	---	---	---	---	---	---	45.58	638
	Auger Attachment	14	EA	2.000	0.500	---	---	---	5.91	41	---	---	---	---	---	---	2.95	41
	Place Concrete	3	CY	1.000	1.000	3	LG3 45.53	137	---	---	---	---	---	---	---	---	45.53	137
	Delineator STS	1	LS	---	---	---	---	---	---	---	---	500	---	---	---	---	---	500
	Traffic Control	1.00	LS	---	---	159	46.07	7,303	---	275	---	500	---	12,112	---	10,034	---	30,224
	Signs	1	LS															
	Scope: remove 19 signs																	

U01 STANDARD-LANDSCAPE-MASTER.RPT

C:\Users\jgloor\Desktop\Ralston\Old Towne Estimate

DIV 02	SITE WORK	1.00
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BE Number BE200803
Opportunity No 54.501.MAJ.19.096318
Owner File No RFQ-20
Project **Olde Town Arvada Street Closures**
Location Arvada, CO, USA

PCL Construction, Inc.
Civil Infrastructure - Phoenix
Item Analysis Sheet

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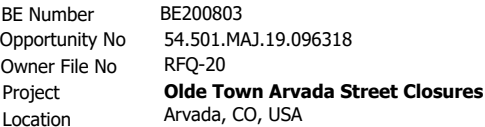
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Dana Lebeda

DIV 02	SITE WORK	1.00	LS
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Proprietary and Confidential

No.	Description	Quantity	UOM	Units Per Hours	ManHrs Per Unit	Labor			Equipment		Services/ Tools/Supplies		Perm. Material		SubContract		Total Cost	
						Hours	\$ / hr	Total	\$ / hr	Total	\$/ItemUnit	Total	\$/ItemUnit	Total	\$/ItemUnit	Total	Unit	Total
	Sign Removal Remove Signs					19.00	EA		0.500		LG3							
	Material Purchase Custom Signs					6.00	EA						750.00					
	Sign Install Install Signs					6.00	EA		0.250		LG3							
	Core Sign Holes Core Sign Holes					6.00	EA		1.000		LG3							500.00
Signs		1.00	LS	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
SITE WORK		1.00	LS	---	---	255	45.87	11,674	---	275	---	6,000	---	12,112	---	163,605	---	193,666



Civil Infrastructure - Phoenix

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Dana Lebeda

Proprietary and Confidential

GE 22	TAX EXEMPT	1.00	LS
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[illegible]

GE 22	TAX EXEMPT	1.00
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PCL Construction, Inc.
Civil Infrastructure - Phoenix
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BE Number BE200803
 Opportunity No 54.501.MAJ.19.096318
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GE	GENERAL REQUIREMENTS	1.00	LS
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Proprietary and Confidential

No.	Description	Quantity	UOM	Units Per Hours	ManHrs Per Unit	Labor			Equipment		Services/ Tools/Supplies		Perm. Material		SubContract		Total Cost	
						Hours	\$ / hr	Total	\$ / hr	Total	\$/ItemUnit	Total	\$/ItemUnit	Total	\$/ItemUnit	Total	Unit	Total
	Management	1	LS															
	Proj Eng.	1.50	MO	1.000	1.000	260	EN1 100.02	26,004	---	---	---	---	300.00	450	---	---	17,636.27	26,454
	General Foreman	1	MO	1.000	1.000	173	FMI 70.04	12,141	---	---	---	---	300.00	300	---	---	12,440.60	12,441
	Trucks	1	LS															
	Site Truck																	
	Trc Pickup 4x4 -C	1	MO	1.000	1.000	---	---	---	26.68	4,616	---	---	---	---	---	---	4,615.59	4,616
	Trucks	1.00	LS	---	---	---	---	---	---	4,616	---	---	---	---	---	---	---	4,616
	Management	1.00	LS	---	---	433	88.03	38,145	---	4,616	---	---	---	750	---	---	---	43,511
	Contractor's Field Office and Sheds	1	LS															
	Field Offices (Onsite)							1.00 LS										
	Set Up and Delivery; Field Offices	1	EA	---	---	---	---	---	---	---	500.00	500	---	---	---	---	500.00	500
	Set Up Office-Labor	16	HR	1.000	1.000	16	WKS 61.29	981	---	---	---	---	---	---	---	---	61.29	981
	Set Up Office-Material	1	EA	---	---	---	---	---	---	---	250.00	250	---	---	---	---	250.00	250
	Onsite Office Furniture	1	EA	---	---	---	---	---	---	---	300.00	300	---	---	---	---	300.00	300
	Internet Connection	1	MO	---	---	---	---	---	---	---	100.00	100	---	---	---	---	100.00	100
	Onsite Office Supplies	1	MO	---	---	---	---	---	---	---	100.00	100	---	---	---	---	100.00	100
	TCon Office 20'	1	MO	1.000	1.000	---	---	---	3.05	528	---	---	---	---	---	---	528.11	528
	Contractor's Field Office and Shed	1.00	LS	---	---	16	61.29	981	---	528	---	1,250	---	---	---	---	---	2,759
	Cleaning	1	LS															
	Cleanup and Final Site Restoration							1.00 LS										
	Dismantle Contractors Field Office; Labor	16	HR	1.000	1.000	16	WKS 61.29	981	---	---	---	---	---	---	---	---	61.29	981
	Garbage Pickup; Onsite Rollaway	1	MO	---	---	---	---	---	---	---	800.00	800	---	---	---	---	800.00	800

GE	GENERAL REQUIREMENTS	1.00
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U01 STANDARD-LANDSCAPE-MASTER.RPT

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BE Number BE200803
Opportunity No 54.501.MAJ.19.096318
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GE	GENERAL REQUIREMENTS	1.00	LS
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Proprietary and Confidential

No.	Description	Quantity	UOM	Units Per Hours	ManHrs Per Unit	Labor			Equipment		Services/ Tools/Supplies		Perm. Material		SubContract		Total Cost	
						Hours	\$ / hr	Total	\$ / hr	Total	\$/ItemUnit	Total	\$/ItemUnit	Total	\$/ItemUnit	Total	Unit	Total
	Cleaning	1.00	LS	---	---	16	61.29	981	---	---	---	800	---	---	---	---	---	1,781
	GENERAL REQUIREMENTS	1.00	LS	---	---	465	86.19	40,106	---	5,144	---	2,050	---	750	---	---	---	48,050

GE	GENERAL REQUIREMENTS	1.00
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BE Number BE200803
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GE 8 BOND 1.00 LS

Proprietary and Confidential

No.	Description	Quantity	UOM	Units Per Hours	ManHrs Per Unit	Labor		Equipment		Services/ Tools/Supplies		Perm. Material		SubContract		Total Cost	
						Hours	\$ / hr	Total	\$ / hr	Total	\$/ItemUnit	Total	\$/ItemUnit	Total	\$/ItemUnit	Total	Unit
US CONTRACT BOND Class B		100 %															
	US CONTRACT BOND Class B	293,083 TB		---	---	---	---	---	---	0.009600	2,814	---	---	---	---	0.009600	2,814
US CONTRACT BOND Class B		100.00 %		---	---	---	---	---	---	28.14	2,814	---	---	---	---	28.14	2,814
BOND		1.00 LS		---	---	---	---	---	---	---	2,814	---	---	---	---	---	2,814



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GL	GENERAL LIABILITY INSURANCE	1.00	LS
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Proprietary and Confidential

No.	Description	Quantity	UOM	Units Per Hours	ManHrs Per Unit	Labor			Equipment		Services/ Tools/Supplies		Perm. Material		SubContract		Total Cost	
						Hours	\$ / hr	Total	\$ / hr	Total	\$/ItemUnit	Total	\$/ItemUnit	Total	\$/ItemUnit	Total	Unit	Total
	General Liability	100 %																
	Gen Liab-USA	293,083	TB	---	---	---	---	---	---	---	0.011000	3,224	---	---	---	---	0.011000	3,224
	General Liability	100.00 %		---	---	---	---	---	---	---	32.24	3,224	---	---	---	---	32.24	3,224
	GENERAL LIABILITY INSURANCE	1.00	LS	---	---	---	---	---	---	---	---	3,224	---	---	---	---	---	3,224

GL	GENERAL LIABILITY INSURANCE	1.00
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BE Number BE200803
Opportunity No 54.501.MAJ.19.096318
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Dana Lebeda

GE 9	BUILDER'S RISK INSURANCE	1.00	LS
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Proprietary and Confidential

No.	Description	Quantity	UOM	Units Per Hours	ManHrs Per Unit	Labor			Equipment		Services/ Tools/Supplies		Perm. Material		SubContract		Total Cost	
						Hours	\$ / hr	Total	\$ / hr	Total	\$/ItemUnit	Total	\$/ItemUnit	Total	\$/ItemUnit	Total	Unit	Total
	Builders Risk Insurance	100 %																
	Builders Risk	293,083	TB	---	---	---	---	---	---	---	0.004600	1,348	---	---	---	---	0.004600	1,348
	Builders Risk Insurance	100.00 %		---	---	---	---	---	---	---	13.48	1,348	---	---	---	---	13.48	1,348
	BUILDER'S RISK INSURANCE	1.00	LS	---	---	---	---	---	---	---	---	1,348	---	---	---	---	---	1,348



BE Number BE200803
Opportunity No 54.501.MAJ.19.096318
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Project **Olde Town Arvada Street Closures**
Location Arvada, CO, USA

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Dana Lebeda

AL1	Thermalplastic Adder	1.00	LS
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Proprietary and Confidential

No.	Description	Quantity	UOM	Units Per Hours	ManHrs Per Unit	Labor			Equipment		Services/ Tools/Supplies		Perm. Material		SubContract		Total Cost	
						Hours	\$ / hr	Total	\$ / hr	Total	\$/ItemUnit	Total	\$/ItemUnit	Total	\$/ItemUnit	Total	Unit	Total
	Allowance for Thermoplastic	1	LS	---	---	---	---	---	---	---	---	62,000	---	---	---	---	---	62,000
	Thermalplastic Adder	1.00	LS	---	---	---	---	---	---	---	---	62,000	---	---	---	---	---	62,000

AL1	Thermalplastic Adder	1.00
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BE Number BE200803
Opportunity No 54.501.MAJ.19.096318
Owner File No RFQ-20
Project **Olde Town Arvada Street Closures**
Location Arvada, CO, USA

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Dana Lebeda

AL2	Decorative Delineator Options	1.00	LS
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Proprietary and Confidential

No.	Description	Quantity	UOM	Units Per Hours	ManHrs Per Unit	Labor			Equipment		Services/ Tools/Supplies		Perm. Material		SubContract		Total Cost	
						Hours	\$ / hr	Total	\$ / hr	Total	\$/ItemUnit	Total	\$/ItemUnit	Total	\$/ItemUnit	Total	Unit	Total
	Allowance for Delineator Options	1	LS	---	---	---	---	---	---	---	---	5,000	---	---	---	---	---	5,000
	Decorative Delineator Options	1.00	LS	---	---	---	---	---	---	---	---	5,000	---	---	---	---	---	5,000

AL2	Decorative Delineator Options	1.00
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Chacon Paving, Inc.

1701 E 114th Place
Northglenn, CO 80233
USA

Phone: 303-450-0616
Fax: 303-255-2459

No Job Is Too Small!! / DBE Certification No. 8329

To:	PCL Construction	Contact:	
Address:	Denver, CO	Phone:	303-365-6500
		Fax:	
Project Name:	Additional Work For Arvada	Bid Number:	2021-140-JFC
Project Location:	Olde Wadsworth Blvd And W 57th Ave, Arvada, CO	Bid Date:	5/20/2021

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Cross Walk Replacement: 2,480 SF (2" Base & 5" Color Stamped Concrete With Fiber Mesh) Remove Existing Pavers And Bedding, Replace With (5") Class 6 Base Course Base Course And 2" Thickness Plant Mix Bituminous Pavement, (Surface Treatment Not Included In Our Price.)	2,480.00	SF	\$13.98	-\$34,670.40 \$23,783.20
2	Median Pavement: 2,800 SF (2" Base & 5" Color Stamped Concrete With Fiber Mesh) Place Geotextile Fabric, 5" Base Course And 2" Thickness Plant Mix Bituminous Pavement (Surface Treatment Not Included In Our Price.)	2,800.00	SF	\$13.98	\$39,144.00
3	Pinned Curb 715 LF	715.00	LF	\$93.83	\$67,088.45
4	Mobilization	1.00	LS	\$4,500.00	\$4,500.00

Total Bid Price: ~~**\$145,402.85**~~
\$134,515

Notes:

- Prices shown do not include Permits, Soils and Materials Testing, Construction Staking, and Traffic Control (MHT).
- Adjustments to Utility Manholes and Valve Boxes are Excluded. Add \$250.00 per Manhole and \$125.00 per Valve Box if required.
- Cold Weather Protection for Concrete and/or Subgrade Soils are Excluded.
- Any alteration or deviation from above proposed specifications involving extra costs will be executed only upon written change order and will become an extra order over and above the estimate.
- Final payment will be based on actual field measurements.
- OFFER EXPIRES: The proposal expires automatically thirty (30) days from date if not accepted within that time.
- Proposed items include a One (1) Year Warranty for Materials and Workmanship.
- Not responsible for drainage or damage where there is less than a 1.5% drainage factor.
- Asphalt Estimates and Proposals submitted by Chacon Paving, Inc. (CPI) are valid only for work performed in the month the price is given. Due to the volatility of fuel costs and liquid asphalt costs, the industry suppliers are now quoting liquid asphalt prices valid on a month to month basis.
- Asphalt material pricing will be reviewed regarding work commencing more than thirty (30) days from the date of this proposal and unit pricing for Asphalt items are subject to increases in pricing. If an increase in unit pricing is required, CPI will notify the Customer by written proposed change.
- General Contractor to provide access to On-site Water Source and Hydrant Meter.
- Blue Top Subgrade Staking Provided by General Contractor.
- Hot Mix Asphalt Items Contain Maximum RAP Content per Specifications.
- Removal of Asphalt and/or Concrete is Excluded.
- Subgrade to be provided +/- .10 Ft. prior to job start. Reconditioning and Testing by Others.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Chacon Paving, Inc. Authorized Signature: _____ Estimator: Jose Chacon (303) 929-1909 jose@chaconpavinginc.com
---	---

Chacon Paving, Inc.

1701 E 114th Place
Northglenn, CO 80233
USA

Phone: 303-450-0616
Fax: 303-255-2459

No Job Is Too Small!! / DBE Certification No. 8329

To:	PCL Construction	Contact:	
Address:	Denver, CO	Phone:	303-365-6500
		Fax:	
Project Name:	Additional Work For Arvada	Bid Number:	2021-140-JFC
Project Location:	Olde Wadsworth Blvd And W 57th Ave, Arvada, CO	Bid Date:	5/20/2021

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Cross Walk Replacement: 2,480 SF Remove Existing Pavers And Bedding, Replace With (5") Base Course And 2" Min Thickness Plant Mix Bituminous Pavement, (Surface Treatment Not Included In Our Price.)	2,480.00	SF	\$9.59	\$23,783.20
2	Median Pavement: 2,800 SF Place Geotextile Fabric, 5" Base Course And 2" Min Thickness Plant Mix Bituminous Pavement (Surface Treatment Not Included In Our Price.)	2,800.00	SF	\$9.59	\$26,852.00
3	Pinned Curb 715 LF	715.00	LF	\$91.75	\$65,601.25
4	Mobilization	1.00	LS	\$5,000.00	\$5,000.00
Total Bid Price:					<u><u>\$121,236.45</u></u>

Notes:

- Prices shown do not include Permits, Soils and Materials Testing, Construction Staking, and Traffic Control (MHT).
- Adjustments to Utility Manholes and Valve Boxes are Excluded. Add \$250.00 per Manhole and \$125.00 per Valve Box if required.
- Cold Weather Protection for Concrete and/or Subgrade Soils are Excluded.
- Any alteration or deviation from above proposed specifications involving extra costs will be executed only upon written change order and will become an extra order over and above the estimate.
- Final payment will be based on actual field measurements.
- OFFER EXPIRES: The proposal expires automatically thirty (30) days from date if not accepted within that time.
- Proposed items include a One (1) Year Warranty for Materials and Workmanship.
- Not responsible for drainage or damage where there is less than a 1.5% drainage factor.
- Asphalt Estimates and Proposals submitted by Chacon Paving, Inc. (CPI) are valid only for work performed in the month the price is given. Due to the volatility of fuel costs and liquid asphalt costs, the industry suppliers are now quoting liquid asphalt prices valid on a month to month basis.
- Asphalt material pricing will be reviewed regarding work commencing more than thirty (30) days from the date of this proposal and unit pricing for Asphalt items are subject to increases in pricing. If an increase in unit pricing is required, CPI will notify the Customer by written proposed change.
- General Contractor to provide access to On-site Water Source and Hydrant Meter.
- Blue Top Subgrade Staking Provided by General Contractor.
- Hot Mix Asphalt Items Contain Maximum RAP Content per Specifications.
- Removal of Asphalt and/or Concrete is Excluded.
- Subgrade to be provided +/- .10 Ft. prior to job start. Reconditioning and Testing by Others.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Chacon Paving, Inc. Authorized Signature: _____ Estimator: Jose Chacon (303) 929-1909 jose@chaconpavinginc.com
---	---



6829 S. Dawson Cir
Centennial CO 80112
Office: 303-495-5950

DBE/SBE/MWBE CERTIFIED COMPANY(Colorado & Wyoming) - Harvey Contractors Inc. DBA American Striping Company

PROJECT ESTIMATE

Project No:

Project Name: Olde Town Arvada Street Closures

Project Location: Arvada

Bid Date: May 21st 2021

Item No.	Description	Qty.	UM.	Unit Price	Extended
626-00000	Mobilization	1	LS	\$ 2,500.00	\$2,500.00
202-00250	Removal of Pavement Markings	550	SF	\$ 5.00	\$2,750.00
				TOTAL:	\$5,250.00

Estimate Notes:

Quote includes Material, Equipment and Labor to install per plans and specs.

Quote includes 1 Mobilization to complete Removal, Remobilizations will be \$3000/each

Removal of ANY Pvmt Mkg will be billed and is not incidental to any scope of work.

Removal of curing compound is not included unless stated above.

Exclusions: 1. Survey

Exclusions: 2. Traffic Control & Sweeping, unless noted above in bid.

Exclusions: 3. Epoxy as Temp markings, unless noted above in bid

Bond Rate available upon request

Final invoicing will reflect actual field measured quantities.

Please inform us as soon as possible regarding the results of your quote!

For any questions please feel free to use our bid email: tony@americanstripingcompany.com

Scheduling MUST be completed 10 business days in advance.

If actual quantities do not meet or exceed 75% or the estimated values, ASC holds the right to renegotiate pricing terms.

Daily job reports must be signed off on by supervisor at end of every shift, failure could result in termination of work.

Estimate valid 60 Days from date of estimate.

Please note Remobilizations must have prior authorization by customer in order for ASC to Remobilize and may result in additional Charges per the above remobilization costs



WESTERN STATES RECLAMATION, INC.

3756 Imperial Street • Frederick, Colorado 80516
(303) 833-1986 • (303) 833-4447 - Fax

To:	PCL Construction	Contact:	
Address:	2000 S Colorado Blvd Dener, CO 80222	Phone:	
		Fax:	
Project Name:	Olde Town Arvada Road Closures	Bid Number:	
Project Location:		Bid Date:	5/24/2021

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01	Mobilization	1.00	LS	\$1,500.00	\$1,500.00
02	48" Planters (18" Height)	3.00	EACH	\$675.00	\$2,025.00
03	36" Planters (18" Height)	4.00	EACH	\$630.00	\$2,520.00
04	30" Planters (30" Height)	4.00	EACH	\$645.00	\$2,580.00

Total Bid Price: \$8,625.00

Notes:

- Addendums acknowledged: None
- This bid is good for thirty (30) days from the bid date set forth above.
- This bid does not include Davis Bacon wages or certified payroll requirements.
- This bid does not include a performance or payment bond. Add 1.5% for bond. Minimum of \$250.00 charge.
- No greater retainage will be withheld on WSR than is being held on the General Contractor.
- This bid does not include any applicable fees or permits for taps, etc.
- This bid does not include any costs associated with specialized employee training that may be required by for this project by the owner.
- Any fees associated with project management platforms (e.g. Textura) are not included in this bid. A pass through cost will be provided by WSR for these fees.
- This bid does not include any costs associated with private locates. WSRI assumes that the General Contractor will provide private locates if needed.
- This bid does not include traffic control.
- A minimum of two (2) weeks advance notice is required for mobilization.
- This bid assumes that there will be ONE (1) mobilization for seed and mulch application and ONE (1) mobilization for erosion control. Each additional mobilization will be billed at the bid unit price
- This bid assumes adequate access to and around the site by agricultural equipment and tandem axle trucks. (Tractors, mulchers etc.)
- This bid assumes that an adequate water source (150 gpm) will be available for WSR's use within the project limits. This bid does not include the cost of water.
- WSR was not provided with any warranty or guarantee information on this project. Therefore, other than generally accepted workmanship standards, none is expressed or implied.
- This bid is based on the attached scope of work; quantities of work beyond estimated contract amounts will be billed at the bid unit price.
- This is a complete bid and shall not be broken apart without contacting WSR.
- These stipulations, conditions, and clarifications will be considered a part of the contract that is entered into by WSR.
- Planters specified in the drawings do not come in 16" height. This bid includes the models specified, which come in 18" heights.
- A 6-8 week lead time is required for procurement of planters.
- Bid does not include planter bases. Pricing for bases can be provided if desired.

Payment Terms:

Payment net: 30 days. Interest will be charged on delinquent payments at the rate of 1.5% per month.



WESTERN STATES RECLAMATION, INC.

3756 Imperial Street ♦ Frederick, Colorado 80516
(303) 833-1986 ♦ (303) 833-4447 - Fax

To: PCL Construction Address: 2000 S Colorado Blvd Dener, CO 80222	Contact: Phone: Fax:
Project Name: Olde Town Arvada Road Closures Project Location:	Bid Number: Bid Date: 5/24/2021

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Western States Reclamation, Inc.

Authorized Signature: _____

Estimator: Lisa McDevitt
lmcdevitt@wsreclamation.com



Estimate

EST-007982

www.BollardBarrier.com
713-396-6166
2121 Golden Rd
Suite 2-A
SpringTexas77380

Estimate Prepared For:
Jessie Gloor

Estimate Date : 05/24/21

#	Item & Description	Qty	Rate	Amount
1	REMOVABLE BOLLARD SYSTEM - 4", PWD COAT Removable Bollard System: 5 1/2" x 12" Inground bollard sleeve (sched 80+) with lockable top plate (1/4" steel), 4"x48" steel bollard post (sched 40 archt. grade) lock hook and welded cap, weep plate and 6" weep line. Powder coated Safety Yellow	14.00 each	245.00	3,430.00
2	Shipping LTL freight - Commercial address, no lift gate	1.00 each	368.88	368.88
			Sub Total	3,798.88
			Sales Tax (8.25%)	313.41
			Total	\$4,112.29

Notes

Scheduled will call orders can be picked up at 2121 Golden Rd, Suite 2-A, Spring TX 77380

Terms & Conditions

Due to instability in the steel market, pricing is subject to change 7 days after estimate.



Quotation

Branch Location:

5300 Eudora Street,
Commerce City, CO 80022
Salesperson Name: James Newman
Phone #: (719) 323-6096 Ext #:
Fax #:
Email: jnewman@mobilemini.com



Customer: PCL CONSTRUCTION 7101 METRO BLVD EDINA , AZ 55439	Deliver To: PCL CONSTRUCTION 17975 w 64th ave Arvada , CO 80403	Quotation: Rental Offsite Construction Number: 0001584384 Delivery Date: 05/24/2021 Quote expires: 06/23/2021
---	---	--

Qty	Product Description	Additional Information	Period	Price Per Item
1	20' OPEN BAY OFFICE		Per Period	\$ 505.37 T
1	DELIVERY		One Time	\$ 207.00 T
1	PICKUP		One Time	\$ 207.00 T
Totals:				
Total Rental Charges				\$ 505.37
Total One-time Charges				\$ 414.00
Other Fees and Charges 4.50%				\$ 41.37
Total Initial Charges				\$ 960.74
Total Recurring Charges				\$ 528.11

T = Taxable
N = Not Taxable

Clarifications: This Quotation is based on the standard terms and conditions of the Mobile Mini Rental or Sale Agreement. Customer is responsible for all taxes, permits, fees, licenses, utility connections, foundation engineering, and the preparation of a level, compact 2000psf soil bearing capacity and accessible site. Mobile Mini does not warrant that the equipment meets any local or state code not specifically listed.

Mobile Mini Federal ID Codes: DUNS # 118062157, CAGE CODE # 0KWJ4

Customer must insure all Mobile Mini leased equipment. One period equals four weeks. **When scheduling a PICK-UP, we require a 10 business days notice. The final billing cycle will be determined by the date the pickup is scheduled.** Rental charges apply for the earlier of 5 days after pick-up request or actual pick-up date.

****All Offices Require a TWO Period Minimum Rental Length****

Mobile Mini, Inc. d/b/a Mobile Mini Storage Solutions Master Lease Agreement Terms & Conditions

1. Lease. Customer ("you") hereby lease from Mobile Mini or its subsidiary ("**MMI**") all storage or containment units and equipment identified as part of this Lease and any future substituted or added units (collectively, "**Units**"). This Master Lease will govern all future rentals unless agreed in writing otherwise. Unless identified in writing as a sale, you shall not acquire any ownership interest in any Unit. The term of a Unit lease ("**Lease**") commences upon the date of delivery of a Unit and continues on a monthly (meaning every 28 days) basis (each a "**Period**") until terminated as provided herein. You agree to pay MMI the lease charges, sales and prorated personal property tax assessments or comparable amounts, delivery, pickup and fuel charges, Loss Limitation Waiver charge, waiting time charges if delivery/pickup exceeds one hour on-site, and other charges set forth in invoices delivered to you (collectively, "**Charges**"). Unless agreed to otherwise by MMI, all Charges are due monthly in advance without demand. Charges and terms of this Lease are subject to change upon notice to you and shall be effective upon the earlier of payment by Customer of its next invoice or the next Charges due date. You shall owe all Charges for each Period regardless of the number of days Units were on-rent and there will be no return of Charges in the event a Unit is returned prior to the end of a Period. You shall pay as liquidated damages (not a penalty) \$25 for dishonored checks and 15% of unpaid pretax Charges after each Charges' due date. If you have provided MMI with credit card information, you authorize MMI to charge your credit card for all Charges. You shall pay in advance the deposit indicated to secure your performance of a Lease. The deposit will be returned if Unit is returned in undamaged condition. MMI may apply the deposit to damage or Charges.

2. Delivery, Use and Removal. You may either pickup/return Units (upon meeting MMI insurance/indemnification requirements) or pay for MMI delivery/return. You may store Units at your delivery location or pay MMI to store Units at a MMI facility and agree Units may be stored by MMI at an alternative location in MMI's sole discretion. By using Units you or your agent accept the Units as free of defects, in good repair and working condition. You agree to inspect Units prior to use and to notify MMI in writing of any defect. Regardless of being in transit, at your location or a MMI facility, you shall be solely responsible for all loss, theft and damages (except ordinary wear and tear) to Units, Unit contents ("**Contents**") and your premises or other property, for any cause whatsoever, including (without limitation) damages caused by theft, vandalism, forces of nature, leaking of any Unit, condensation, humidity, or damages relating to the delivery or removal of a Unit. You shall not allow habitation in Units or store dangerous, illegal, unsanitary, explosive, staining, malodorous or hazardous materials in any Unit, or alter any Unit in any way (including drilling holes, painting or affixing signs). You agree not to store collectibles, currency, software, heirlooms, jewelry, works of art or anything having sentimental value to you and waive any claim for emotional or sentimental attachment to the Contents. If a Unit is delivered and placed by MMI, you must contact MMI to relocate any Unit and obtain MMI's written consent or pay MMI's relocation rates. You shall pay MMI all Charges to clean, paint, repair, remove locks, make immediately ready for re-lease any Unit and to remove, store, or dispose of Contents. You shall keep Units freely accessible at all times for inspection and removal. If a Unit is destroyed, damaged beyond repair, lost, stolen or not returned, you shall pay the Unit replacement value plus applicable taxes. You assume full responsibility for identifying and complying with local ordinances and for any fines or penalties resulting from your use or placement of Units in violation of such ordinances and/or regulations. You must call MMI to schedule Unit return. MMI will attempt to schedule delivery/removal of the Unit as requested by you but rental Charges will continue until return of the Unit is completed. You are responsible to remove all locks and clean and empty the Unit prior to return to MMI. MMI may remove all locks, empty Unit and any Contents left in Units may become MMI property without payment. You shall pay additional removal charges (including for failed attempts) if a Unit isn't ready for MMI removal or for changes in site condition. MMI's driver or agent may refuse a delivery/removal and MMI can charge Customer if such cannot be accomplished due to safety or potential damage. You authorize MMI to attempt to place Units pursuant to your instructions on a driveway or other paved surface accessible from a street, over your lawn or other non-paved area and you represent that any placement area will have adequate size, clearance and structural integrity to sustain the weight and size of the Unit(s), delivery truck and any other related equipment.

3. Warranty Disclaimer. You shall maintain the Unit in good condition. You are responsible to weekly inspect the Unit's interior and exterior to assure it is in good working condition. You shall keep each Unit free from all liens and grant MMI a contractual lien and security interest (as of the date any Charges are unpaid and due) on all Contents and proceeds thereof to secure payment of Charges. **MMI MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE AND YOU AGREE YOU HAVE SOLELY DETERMINED THAT THE UNITS ARE SUITABLE FOR YOUR INTENDED USE** . You lease the Units "as is." MMI shall not be liable for any damages, loss of profits, loss of or damage to property stored in or around the Units, personal injury, death or other damages, direct or indirect, consequential or otherwise of you or your agents or invitees for any reason. You shall indemnify, hold harmless, defend and reimburse MMI and its directors, officers, employees, and agents ("**MMI Related Parties**") from and against all losses, damages, death, claims, injuries, costs and attorney's fees arising directly or indirectly from (i) the use, placement, removal or condition of Units, (ii) the loss of, damage to or destruction of Units and/or Contents (iii) any fine, liens, tax, penalty, towing, impound or other charges arising from your use of the Units or (iv) your breach of this Lease. Units shall not be attached or affixed to real property.

4. Insurance and Loss Limitation Waiver ("LLW"). Neither you nor your insurer shall have any claim (direct or subrogation) against MMI. **INSURANCE FOR UNIT CONTENTS IS YOUR RESPONSIBILITY--MMI DOES NOT PROVIDE ANY INSURANCE** . You will provide prior to delivery or upon request a Certificate of Insurance naming MMI as loss payee and additional insured with coverage equal to the Unit replacement cost. The policy shall be acceptable to MMI in its discretion and provide for 30 days notice to MMI prior to cancellation or modification. Unless you maintain such policy, you accept the LLW and shall pay its Charge. LLW terms are published on www.mobilemini.com/LLW and hereby incorporated by reference. You acknowledge receipt of such terms and that they are part of each Lease. Your payment of the LLW waives your liability for Units (not Contents) up to the replacement cost of Units subject to certain limitations.

5. Miscellaneous. MMI may terminate this Lease at any time without notice. Each of the following constitute an "**Event of Default**": (a) you fail to perform any term of any Lease, (b) you have bankruptcy, reorganization or insolvency proceedings threatened or instituted, or (c) MMI has a reasonable belief of an anticipatory default by you. Upon an Event of Default MMI may, without legal process or notice, terminate a Lease, enter any premises, repossess Units, remove any locks on property or Units, remove Contents without regard to their protection or pursue any other remedy available. You grant MMI access to your property and permission to enter day or night, remove locks, disconnect attached utilities and repossess Units. If a Unit is repossessed, you approve MMI to remove Contents or exercise its Contents lien and you will have no claim for damaged Contents. If you do not pay all Charges due and remove all Contents from MMI premises, you grant MMI permission to dispose of/sell Contents in accordance with applicable state law and apply net proceeds to unpaid Charges. Customer releases and agrees to indemnify MMI and MMI Related Parties from any claims for trespass, conversion and any damages arising from repossession. You agree to pay, as liquidated damages, MMI's collection/repossession/disposal fees, attorney's fees and any other cost incurred by any Event of Default or the exercise of MMI's remedies. Repossession shall not relieve you of your obligation to pay Charges owed. No remedy herein is exclusive and shall be in addition to any remedy herein or otherwise available to MMI. If MMI seeks to recover or repossess Units by means of "writ of replevin" or similar method, you waive any bond posting requirement. Acceptance of partial payment shall not constitute a waiver of MMI's right to full payment. Any endorsements appearing on your checks shall not affect Charges owed. You shall not sell or sublease a Unit or assign your duties hereunder. MMI may assign, pledge or transfer this Lease without your consent. Except as provided in Section 1, a Lease may only be amended in writing executed by the parties, shall be governed by the state laws where this Lease was executed by MMI ("**Jurisdiction**") and contains the entire understanding of the parties and supersedes the terms of any purchase order or similar document from you or any other agreement among the parties. Any suit regarding this Agreement shall be brought in the Jurisdiction provided that MMI may bring suit against you in any county where the Unit is located. If any term hereof is unenforceable, such invalidity shall not affect the enforceability of the Lease or any other provision. This Lease may be executed in multiple counterparts and by electronic transmission, each of which shall be regarded as an original and constitute one instrument. Your indemnity obligations shall survive termination of a Lease. **You agree that MMI's total liability under this Lease shall not exceed \$5,000. MMI, you and your agents or invitees waive any right to trial by jury for any cause of action brought against MMI or MMI Related Parties.** Both parties agree to exclusively abide by the notice, access, lien and sale procedures herein and waive to the fullest extent possible any legal requirements for other access, lien, notice and sale procedures.

6. Managed Services. If you have requested MMI to coordinate your rental of additional rental equipment from non-MMi equipment providers, MMI will coordinate such rentals as an agent on your behalf and You agree to pay the Charges for such equipment and to be responsible to the equipment provider and MMI for damage and loss of the equipment while on rent to you. You will immediately contact the equipment provider directly if any rental equipment is damaged or needs service and also notify MMI of such needs. You will call the equipment off-rent directly with the equipment provider and notify MMI such equipment has been called off-rent.

Rental Rate Blue Book®

February 4, 2021

Miscellaneous 4X4 3/4 440 CREW DIESEL
On-Highway Light Duty Trucks

Size Class:
300 HP & Over
Weight:
N/A

Configuration for 4X4 3/4 440 CREW DIESEL

Axle Configuration	4X4	Cab Type	Crew
Horsepower	440 hp	Power Mode	Diesel
Ton Rating	3/4		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$1,410.00	USD \$395.00	USD \$99.00	USD \$15.00	USD \$18.15	USD \$26.16
Adjustments						
Region (Colorado: 106.5%)	USD \$91.65	USD \$25.67	USD \$6.43	USD \$0.98		
Model Year (2021: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$1,501.65	USD \$420.67	USD \$105.43	USD \$15.98	USD \$18.15	USD \$26.68

Non-Active Use Rates

Standby Rate	Hourly	USD \$6.06
Idling Rate		USD \$21.87

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	57%	USD \$803.70/mo
Overhaul (ownership)	29%	USD \$408.90/mo
CFC (ownership)	3%	USD \$42.30/mo
Indirect (ownership)	11%	USD \$155.10/mo
Fuel (operating) @ USD 2.53	73%	USD \$13.34/hr

Revised Date: 1st half 2021

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for CRAIG YAKUBOW
(cyakubow@pcl.com)

EXHIBIT K

**AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND PCL
CONSTRUCTION, INC. FOR CONVERTING PUBLIC STREETS INTO
PEDESTRIAN SPACE FOR OLDE TOWN BUSINESS DISTRICT IN AN
AMOUNT NOT TO EXCEED \$360,083.00**

OLDE TOWN ARVADA STREET CLOSURES

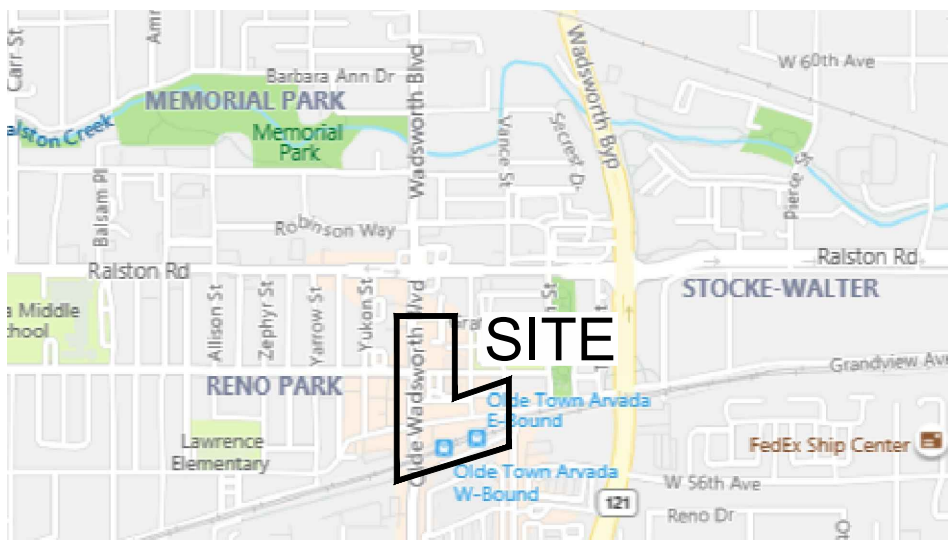
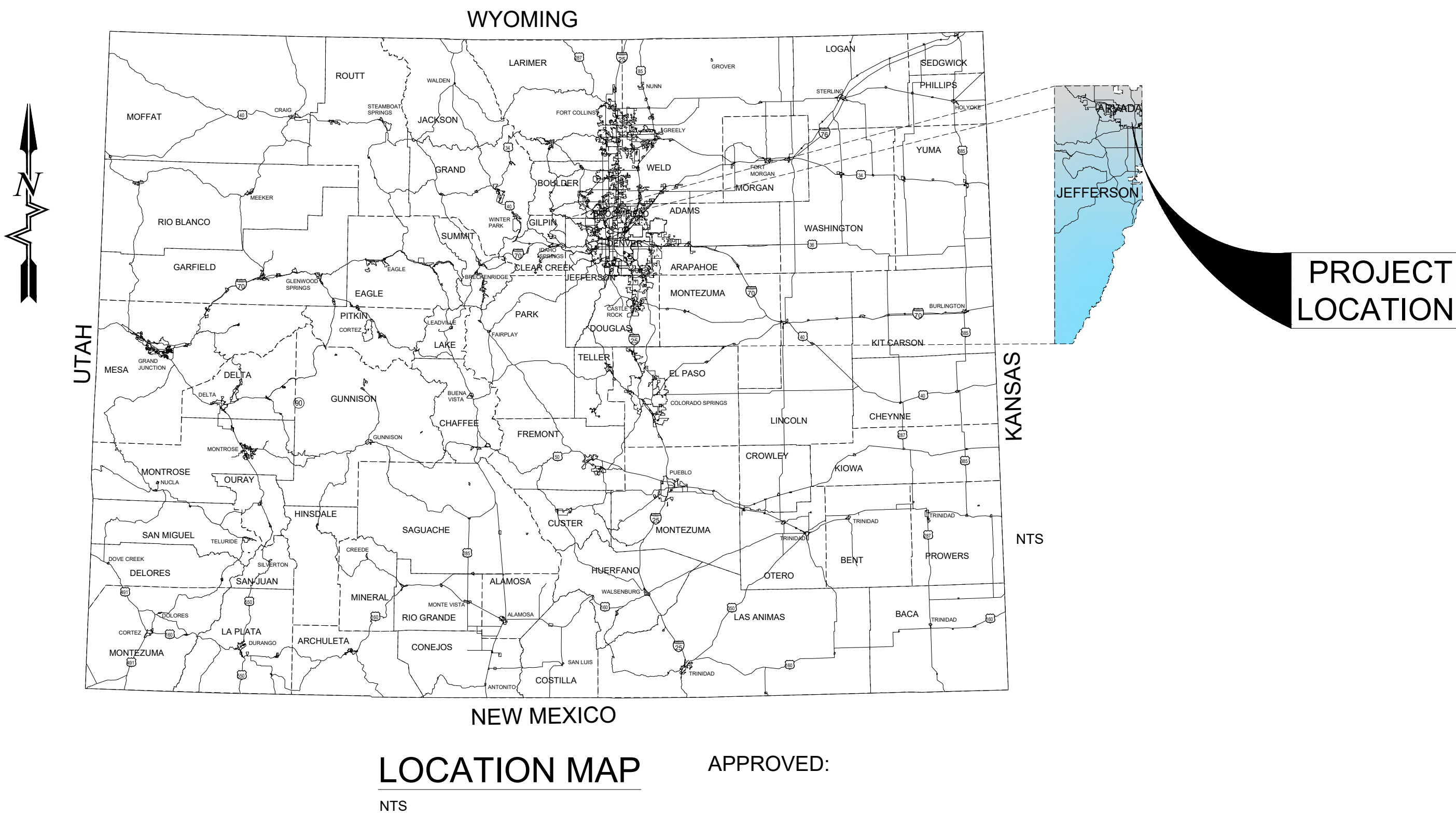
DEVELOPMENT/CONSTRUCTION PLANS



JEFFERSON COUNTY, ARVADA, COLORADO

APRIL, 2021

PROJECT DESCRIPTION:
STREET CLOSURES



THESE CONSTRUCTION PLANS FOR OLDE TOWN ARVADA STREET CLOSURES WERE PREPARED BY ME (OR UNDER MY DIRECT SUPERVISION) IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF ARVADA "ENGINEERING CODE OF STANDARDS AND SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF PUBLIC IMPROVEMENTS"

HEATHER D. MCDANIEL, P.E. DATE
PROJECT MANAGER

THE SEAL AND SIGNATURE OF THE PROFESSIONAL REGISTRANT IDENTIFIED ON THIS COVER SHEET DOES NOT SUGGEST RESPONSIBLE CHARGE FOR ALL SHEETS CONTAINED WITHIN THIS PACKAGE; PLAN SHEETS NOT SIGNED AND SEALED ARE NOT THE RESPONSIBILITY OF THE PROFESSIONAL REGISTRANT IDENTIFIED ON THIS COVER SHEET. PLEASE REFER TO PROFESSIONAL REGISTRANTS IDENTIFIED ON INDIVIDUAL PLAN SHEETS.

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Rev #	Date	Description	By	Chk'd

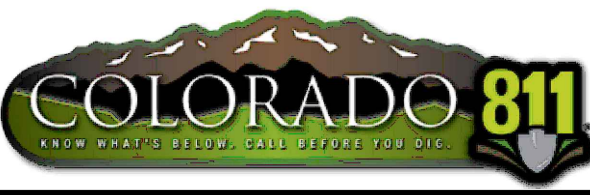


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5610 Ward Road, Suite 130
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Cortez, Denver, Grand Junction, CO - Suffolk, AZ - El Paso, TX - Moab, UT

30% REVIEW
PRELIMINARY
NOT FOR CONSTRUCTION
4/2021

APPROVED: _____
CITY ENGINEER _____ DATE _____ JOB NUMBER _____

REVIEW IS FOR GENERAL COMPLIANCE WITH THE CITY OF ARVADA "ENGINEERING CODE OF STANDARDS AND SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF PUBLIC IMPROVEMENTS", LATEST EDITION. SOLE RESPONSIBILITY FOR COMPLETENESS AND/OR ACCURACY OF THESE DOCUMENTS SHALL REMAIN WITH THE REGISTERED PROFESSIONAL ENGINEER SEALING THESE PLANS. THE CITY DOES NOT ACCEPT LIABILITY FOR FACILITIES DESIGNED BY OTHERS.



General Notes

A. All construction shall be in accordance with the City of Arvada “Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements”, latest edition, unless otherwise specified herein.

B. All contractors and subcontractors shall be licensed with the City of Arvada Engineering Division.

C. All work will require a City of Arvada Engineering Division Public Improvement Permit prior to the start of construction. All contractors and subcontractors must obtain a separate permit for the work being completed by the particular contractor or subcontractor. Any construction within the Colorado Department of Transportation (CDOT) right-of-way will require a CDOT construction permit prior to any work in their right-of-way.

D. All contractors and subcontractors shall have a set of approved drawings signed by the City Engineer or designee and a printed copy of the current City of Arvada “Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements” on site at all times.

E. The City of Arvada Engineering Division shall be notified (Phone # 720-898-7640) a minimum of 24 hours prior to the start of any construction.

F. The Engineer assumes no responsibility for buried utilities. The Contractor is responsible to verify the location of all utilities prior to construction and to protect them during construction.

G. The Contractor is responsible for all project safety including, but not limited to, trench excavation and shoring, traffic control and security.

H. Benchmark location, elevation and datum are as noted.

I. As-built drawings showing all changes from the approved construction drawings shall be submitted to the City Engineer or designee prior to initiation of the required two year warranty period. Utility as-builts shall include stationing of all fittings, services and pertinent elevations. Certificates of Occupancy for any buildings or structures within the development will not be issued until the as-builts have been received, reviewed and approved by the City of Arvada Engineering Division.

J. A City of Arvada Tax Certification form must be completed by all contractors and subcontractors performing work on this project. This form details all materials which have been included in the work by contractors and subcontractors. Copies of all paid invoices for materials shall be attached to the form. Certificates of Occupancy for any buildings or structures within the development will not be issued until this form has been received, reviewed and approved by the City of Arvada Engineering Division.

K. Owner/developer shall obtain a Stormwater Construction Permit from the Colorado Department of Public Health and Environment, Water Quality Control Division, prior to clearing, grading, or excavating a site of one (1) acre or more or less than one acre and part of a larger development. A copy of the approved permit must be submitted to the City of Arvada Engineering Division prior to the start of clearing, grading or excavating of the site. A copy of the approved permit must also be available on the project site at all times during construction.

L. Contractor shall obtain a Colorado State Construction Dewatering Discharge Permit from the Colorado Department of Public Health and Environment for all areas where dewatering is required from an excavation and water is discharged into a storm sewer, channel, irrigation ditch or any waters of the United States. A copy of the approved permit must be submitted to the City of Arvada Engineering Division prior to the start of any dewatering. A copy of the approved permit must also be available on the project site at all times during construction.

M. All curb ramps shall comply with the latest City of Arvada and ADA standard. Contractor to check with the City of Arvada Engineering Division to verify the latest curb ramp standard prior to construction of any ramp.

N. All materials and workmanship shall be subject to inspection by the City of Arvada Engineering Division. The City reserves the right to accept or reject any such materials and workmanship that does not conform to its “Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements”.

O. A plan for traffic control during construction shall be submitted to the City of Arvada Engineering Division for acceptance with the Public Improvements Permit application. A public improvements construction permit will not be issued without an approved traffic control plan for traffic control on existing roads during construction.

SUMMARY OF QUANTITIES

			PROJECT TOTAL	
ITEM NO.	DESCRIPTION	BID UNIT	ESTIMATE	FINAL
1	CROSSWALK REPLACEMENT REMOVE EXISTING PAVERS AND BEDDING. REPLACE WITH BASE COURSE AND 2" MIN. THICKNESS PLANT MIX BITUMINIOUS PAVEMENT. SURFACE TREATMENT TO BE DETERMINED. COMPLETE IN-PLACE	SF	2,480	
2	MEDIAN PAVEMENT PLACE GEOTEXTILE FABRIC, 5" BASE COURSE AND 2" MIN. THICKNESS PLANT MIX BITUMINIOUS PAVEMENT. SURFACE TREATMENT TO BE DETERMINED. COMPLETE IN-PLACE	SF	2,800	
3	PINNED CURB 3,000 PSI CAST-IN-PLACE CONCRETE PINNED CURB COMPLETE IN PLACE. INCLUDING DRILLING AND EPOXY SETTING OF PINS AND OTHER REINFORCEMENT AND RETROFLECTIVE MARKINGS	LF	715	
4	REMOVAL OF PAVEMENT STRIPE REMOVAL OF PAVEMENT STRIPE, ANY WIDTH, PAINTED OR PLASTIC, ANY METHOD, COMPLETE	LF	1,550	
5	REMOVAL OF PAVEMENT MARKING REMOVAL OF PAVEMENT MARKING, ANY SIZE, PAINTED OR PLASTIC, ANY METHOD, COMPLETE	EA	2	
6	REMOVAL OF SIGN REMOVE SIGN AND SALVAGE EXISTING SIGN AND POST TO CITY OF ARVADA, COMPLETE	EA	19	
7	WELCOM SIGN CUSTOM ALUMINUM SIGN WITH BASE AND FRAME, COMPLETE	EA	6	
8	DELINATOR FLEXIBLE BASE ROADWAY DELINATOR COMPLETE IN-PLACE	EA	37	
9	BOLLARD 4" ROUND REMOVABLE, LOCKABLE POWDERCOATED STEEL BOLLARD, WITH CONCRETE FOUNDATION INCL. PAVEMENT CORING AS NEEDED, COMPLETE IN-PLACE	EA	14	
10	30" PLANTER 30" CONCRETE PLANTER, COMPLETE IN-PLACE	EA	4	
11	36" PLANTER 36" CONCRETE PLANTER, COMPLETE IN-PLACE	EA	4	
12	48" PLANTER 48" CONCRETE PLANTER, COMPLETE IN-PLACE	EA	3	

LEGEND

EXISTING SYMBOLS

	CONTROL POINT TRIANGLE
	ELECTRIC BOX
	ELECTRIC MANHOLE
	ELECTRIC MARKER
	ELECTRIC PEDESTAL
	ELECTRIC PULL BOX
	ELECTRIC TRANSFORMER
	ELECTRIC VAULT
	FIBER OPTIC PULLBOX
	HYDRANT
	GAS MANHOLE
	GAS METER
	GAS VALVE
	IRRIGATION CONTROL BOX
	IRRIGATION MANHOLE
	IRRIGATION VALVE
	LIGHTPOLE
	PK NAIL
	POWER POLE
	SANITARY SEWER MANHOLE
	STORM DRAIN MANHOLE
	STREET LIGHT PULL BOX
	TELEPHONE MANHOLE
	TRAFFIC SIGNAL PULL BOX
	WATER MANHOLE
	WATER METER
	WATER VALVE

By: ☐ CHK'd

Rev # ☐ Date

STUDIO CPG
Landscape Architecture & Planning
4383 Trempealeau Street, #1A
Denver, CO 80212
(303) 455-3779 • www.studiocpg.com

SMA
Soudier, Miller & Associates
Landscape Architecture & Planning
Serving the Southwest & Rocky Mountains
Arvada, CO 80002, Suite 130
Phone: (303) 729-0642
www.soudiermiller.com

ARVADA, COLORADO
CITY OF ARVADA
OLDE TOWN ARVADA
STREET CLOSURE PROJECT
GENERAL NOTES AND LEGEND

30% REVIEW
PRELIMINARY
NOT FOR CONSTRUCTION
4/2021

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AND NOT TO BE USED FOR
CONSTRUCTION UNLESS IT IS
STAMPED, SIGNED AND DATED

Designed
SMA

Drawn
SMA

Checked
MAN

Date: April 2021

Scale: Horiz:
Vert:

Project No: 7D30122

Sheet:
G-2

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Rev #	Date	Description	By



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CITY OF ARVADA
ARVADA, COLORADO
**OLDE TOWN ARVADA
STREET CLOSURE PROJECT
OVERALL SITE PLAN**

30% REVIEW

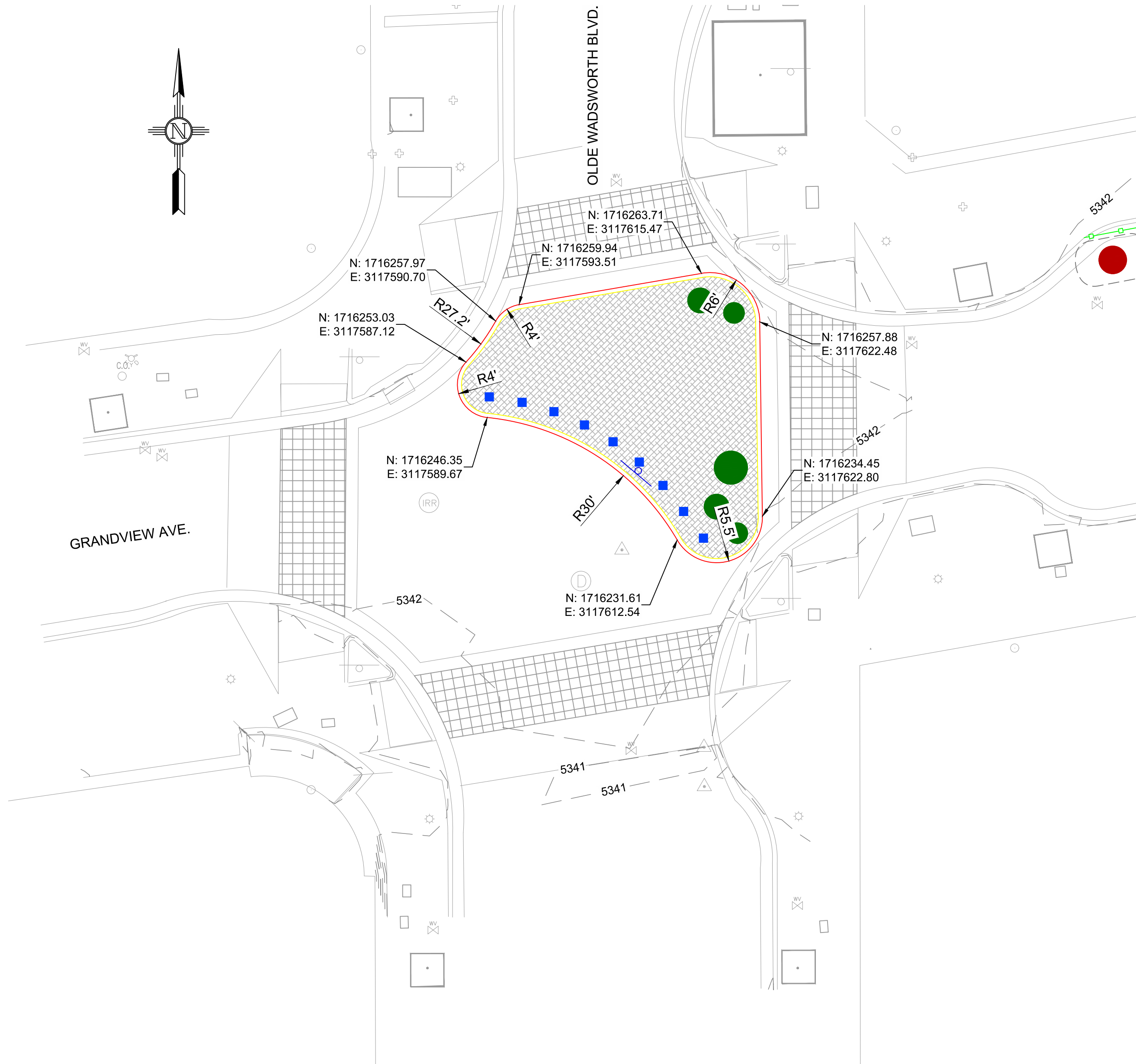
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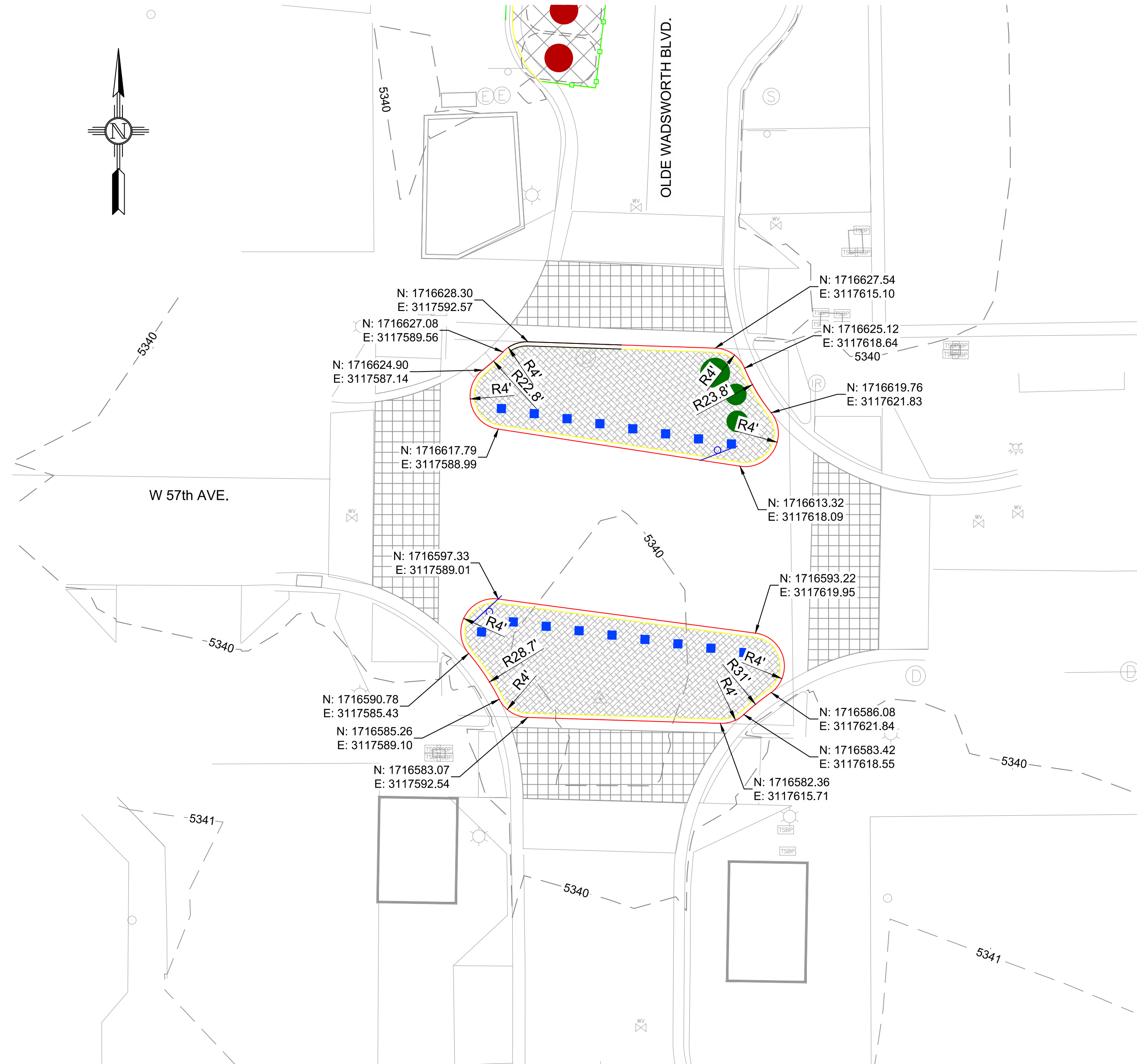
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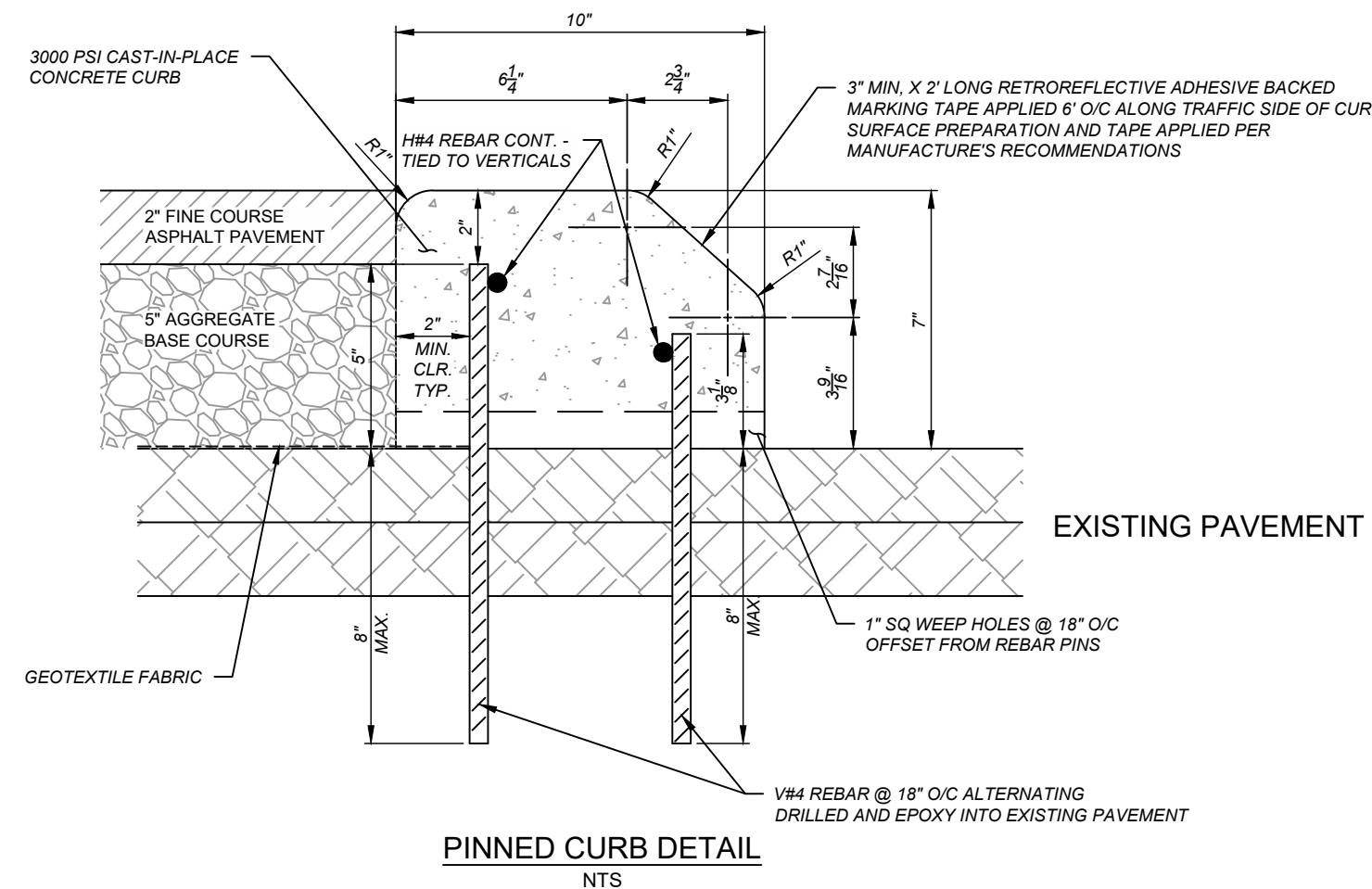
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OLD WADSWORTH BLVD. AND GRANDVIEW AVE. INTERSECTION DETAIL



OLD WADSWORTH BLVD. AND W 57th AVE. INTERSECTION DETAIL



LEGEND

- 715 LF 3,000 PSI CAST-IN-PLACE CONCRETE PINNED CURB COMPLETE IN PLACE, INCLUDING DRILLING AND EPOXY SETTING OF PINS AND RETROFLECTIVE MARKINGS
- 2,480 SF REMOVE EXISTING PAVERS AND BEDDING, REPLACE WITH BASE COURSE AND 2" MIN. THICKNESS PARKING LOT ASPHALT CONCRETE PAVEMENT (SP-IV), SURFACE TREATMENT TO BE DETERMINED.

Rev #	Date	Description	By	CHK'd



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CITY OF ARVADA

ARVADA, COLORADO

OLDE TOWN ARVADA
STREET CLOSURE PROJECT
MEDIAN AND ISLAND DETAILS

30% REVIEW

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4/2021

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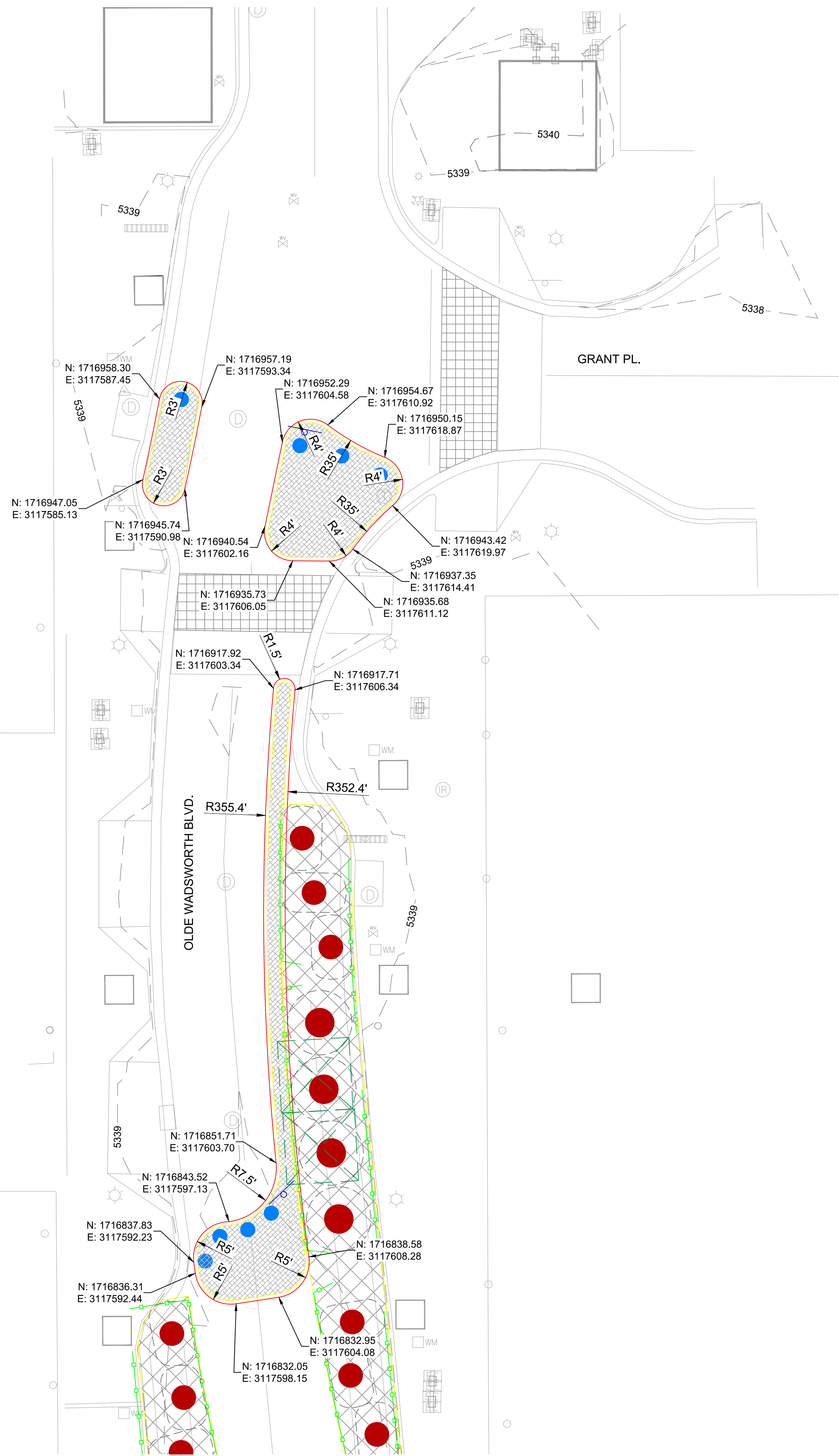
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Date: April 2021

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Project No: 7D30122

Sheet: C-2

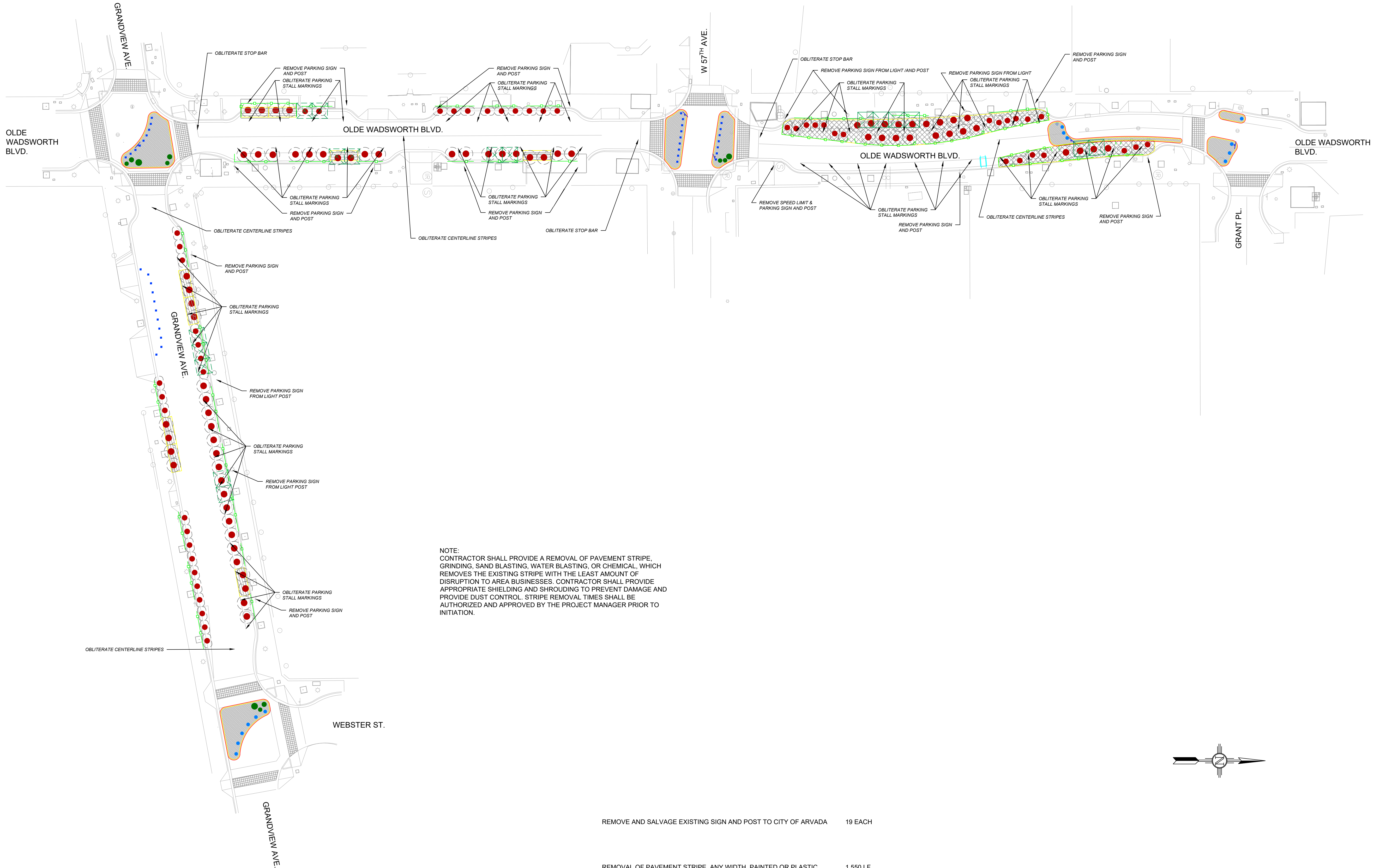


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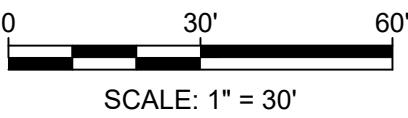
30% REVIEW

C-3



NOTE:
CONTRACTOR SHALL PROVIDE A REMOVAL OF PAVEMENT STRIPE, GRINDING, SAND BLASTING, WATER BLASTING, OR CHEMICAL, WHICH REMOVES THE EXISTING STRIPE WITH THE LEAST AMOUNT OF DISRUPTION TO AREA BUSINESSES. CONTRACTOR SHALL PROVIDE APPROPRIATE SHIELDING AND SHROUDING TO PREVENT DAMAGE AND PROVIDE DUST CONTROL. STRIPE REMOVAL TIMES SHALL BE AUTHORIZED AND APPROVED BY THE PROJECT MANAGER PRIOR TO INITIATION.

REMOVE AND SALVAGE EXISTING SIGN AND POST TO CITY OF ARVADA	19 EACH
REMOVAL OF PAVEMENT STRIPE, ANY WIDTH, PAINTED OR PLASTIC, COMPLETE	1,550 LF
REMOVAL OF PAVEMENT MARKING, PAINTED OR PLASTIC, COMPLETE	2 EACH



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CITY OF ARVADA

ARVADA, COLORADO

OLDE TOWN ARVADA
STREET CLOSURE PROJECT
SIGNING & STRIPING REMOVALS

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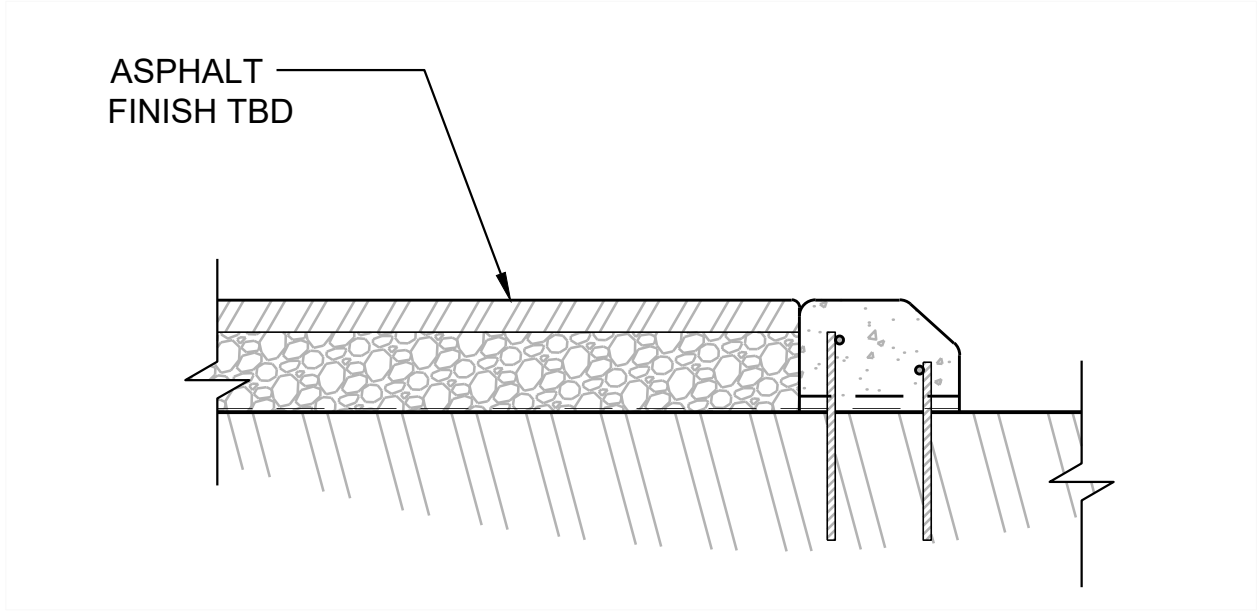
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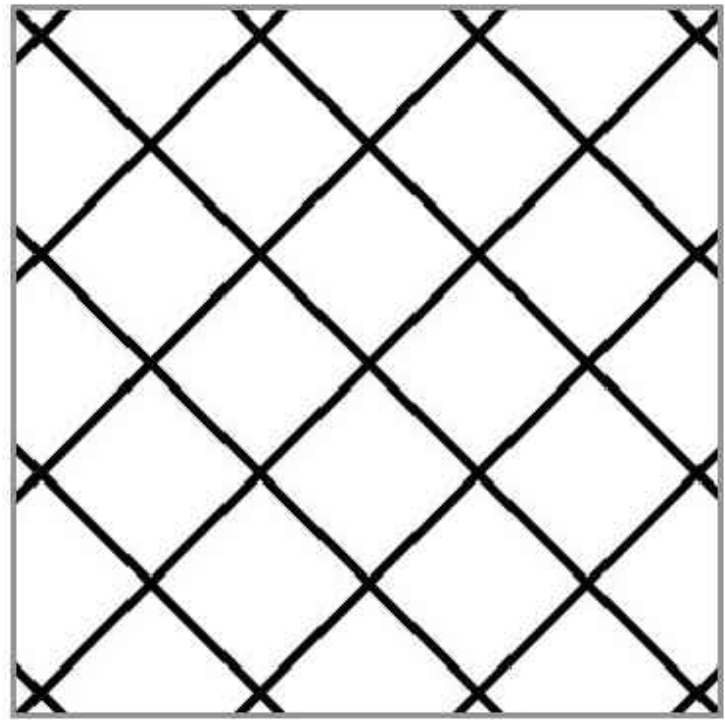
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Project No: 7D30122

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C-4

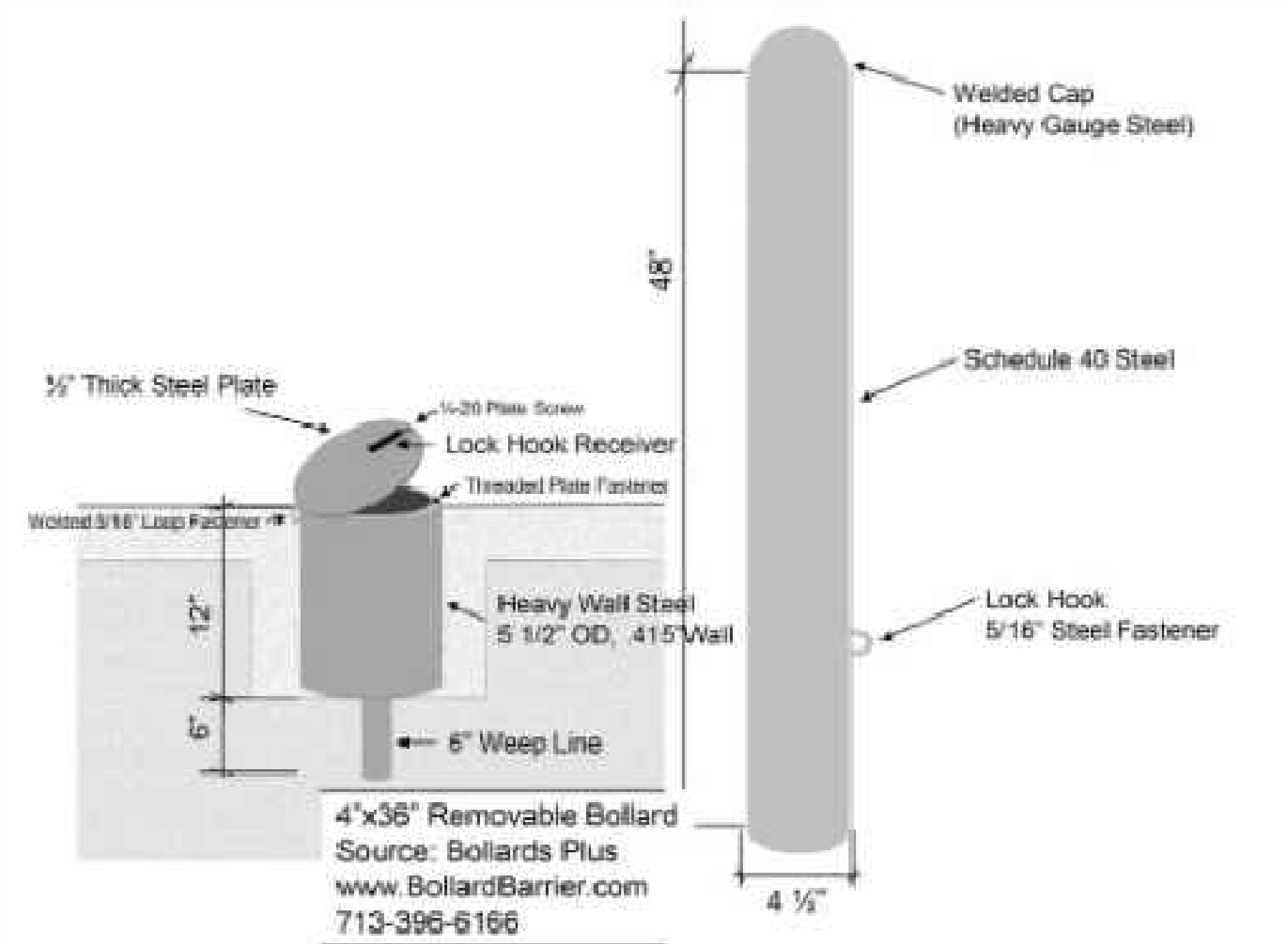


1 RAISED MEDIAN
SECTION SCALE: 1" = 1'-0"



2 RAISED MEDIAN FINISH PATTERN
IMAGE SCALE: NONE

MEDIAN FINISH NOTE:
FINAL MEDIAN PATTERN AND
GRAPHICS AS DIRECTED BY CITY.



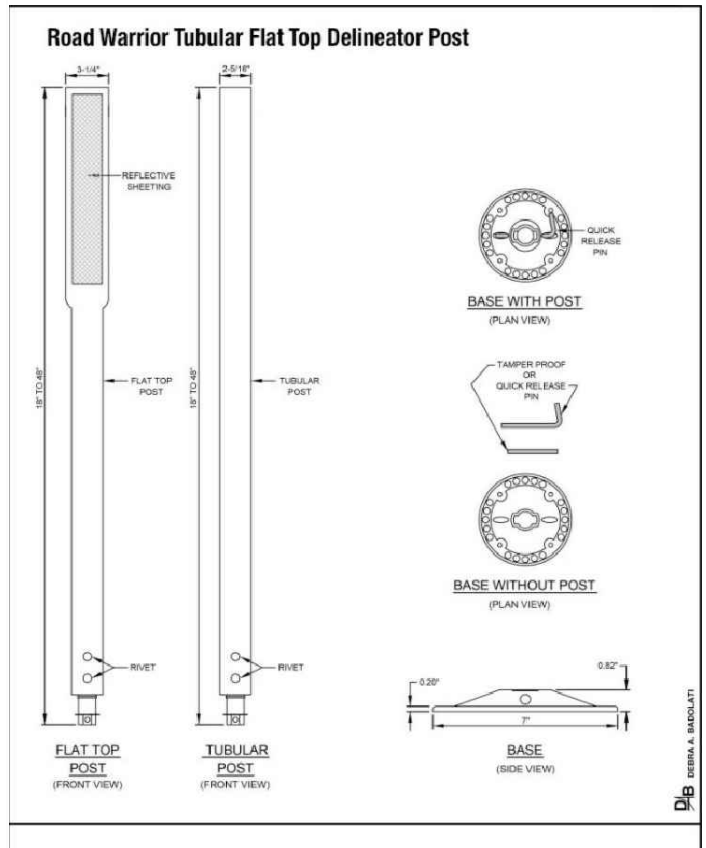
3 REMOVABLE BOLLARD
DATA SHEETS SCALE: NONE



4 FLEXIBLE DELINEATOR POST
IMAGES SCALE: NONE

FLEXIBLE DELINEATOR:
300-SERIES, BY ROADS SAFE TRAFFIC SYSTEM
COLOR: WHITE
DOUBLE-WRAP REFLECTIVE SHEET

FLEXIBLE DELINEATOR:
FLEXSTAKE 150-SERIES, BY ROAD WARRIOR
COLOR: WHITE
REFLECTIVE SHEET



Rev #	Date	Description	By	Chkd

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STREET CLOSURE PROJECT

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Date: April 2021

Scale: Horiz:
Vert:

Project No: 7D30122

Sheet:
L-1

WAUSAU, TF4085 - COLOR: SAND; FINISH: ACID-WASH - 30"D X 30"H
(LORRAINE SERIES, LB3016 - FINISH NS75 - 30"D X 30"H)



SCALE: NONE

WAUSAU, TF4085 - COLOR: SAND; FINISH: ACID-WASH - 30"D X 30"H
(LORRAINE SERIES, LB3016 - FINISH NS75 - 30"D X 30"H)



SCALE: NONE



SCALE: NONE

SYMBOL	ITEM	QUANTITY	SUPPLIER	PRODUCT	MATERIAL	COLOR	MOUNT	NOTES
	48" PLANTER	3 EA	WAUSAU / DJS ENTERPRISES	TF-4144	CONCRETE	SAND, ACID-WASH	FREE STANDING	
	36" PLANTER	4 EA	WAUSAU / DJS ENTERPRISES	TF-4146	CONCRETE	SAND, ACID-WASH	FREE STANDING	
	30" PLANTER	4 EA	WAUSAU / DJS ENTERPRISES	TF-4085	CONCRETE	SAND, ACID-WASH	FREE STANDING	
	WELCOME SIGN	6 EA	*	CUSTOM SIGN	ALUMINUM	CUSTOM GRAPHIC	SIGN POST, EMBEDDED	SIMILAR TO "WEST PARKING LOT" SIGN
	BOLLARD	14 EA	BOLLARDS PLUS	4" ROUND REMOVABLE, LOCKABLE BOLLARD	POWDER COATED STEEL	BLACK	EMBEDDED, 18" MAX*	
	DELINEATOR, OPTION A	37 EA	ROADSAFE TRAFFIC SYSTEMS	300 SERIES	PLASTIC*	WHITE	SURFACE	2 REFLECTOR BANDS PER POST
	DELINEATOR, OPTION B	37 EA	ROAD WARRIOR	FLEXSTAKE 150 SERIES, TUBULAR FLAT-TOP 36" POST	PLASTIC*	WHITE	SURFACE	REFLECTOR SHEET
	BITUMINOUS SURFACE	2,800 SF	GAF-STREETBOND	*	*	*	*	

4 SCHEDULE OF MEDIAN QUANTITIES

SCALE: NONE

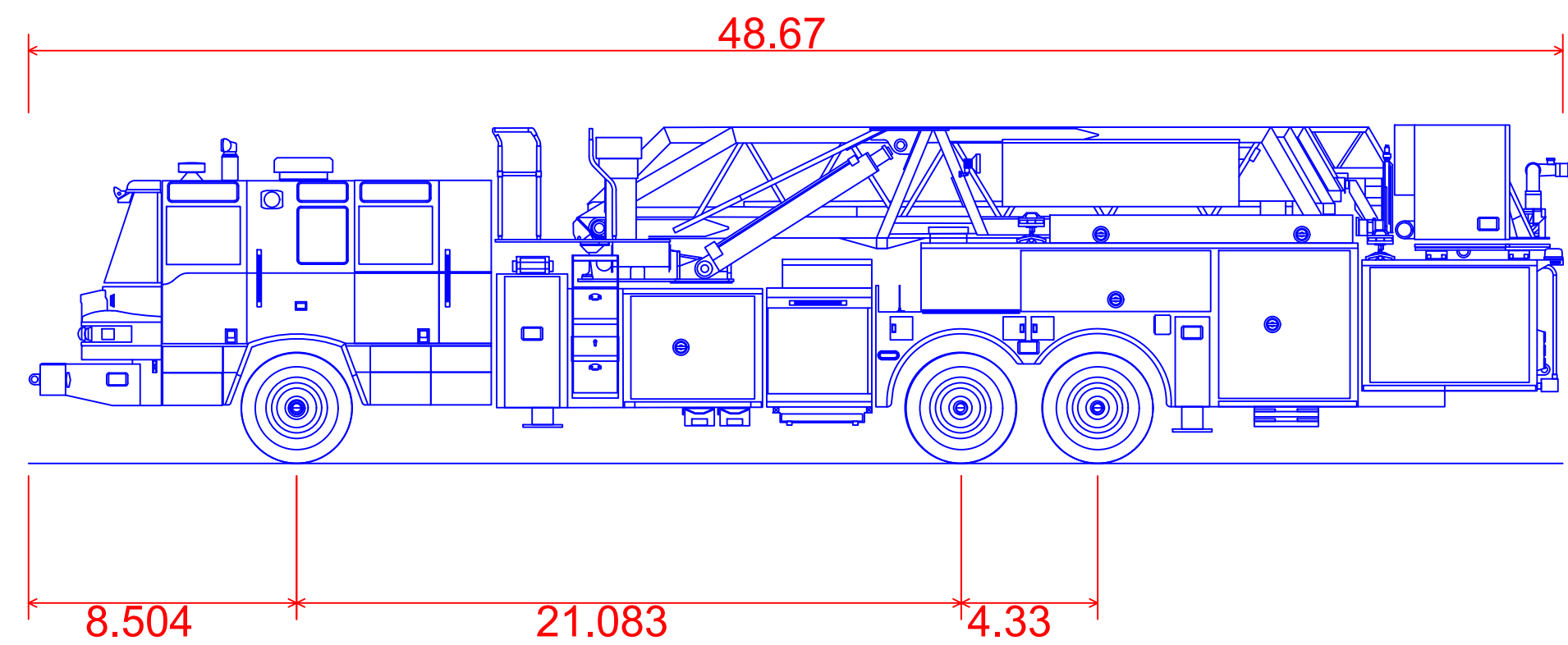


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OLDE TOWN ARVADA
STREET CLOSURE PROJECT

L-2



Tower 56
Overall Length 48.670ft
Overall Width 8.330ft
Overall Body Height 10.737ft
Min Body Ground Clearance 1.003ft
Track Width 8.330ft
Lock-to-lock time 11.00s
Max Wheel Angle 40.00°



Rev #	Date	Description	By	CHKD



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OLDE TOWN ARVADA
STREET CLOSURE PROJECT
TOWER-56 GRANDVIEW AVE EB TO OLDE
WADSWORTH BLVD NB

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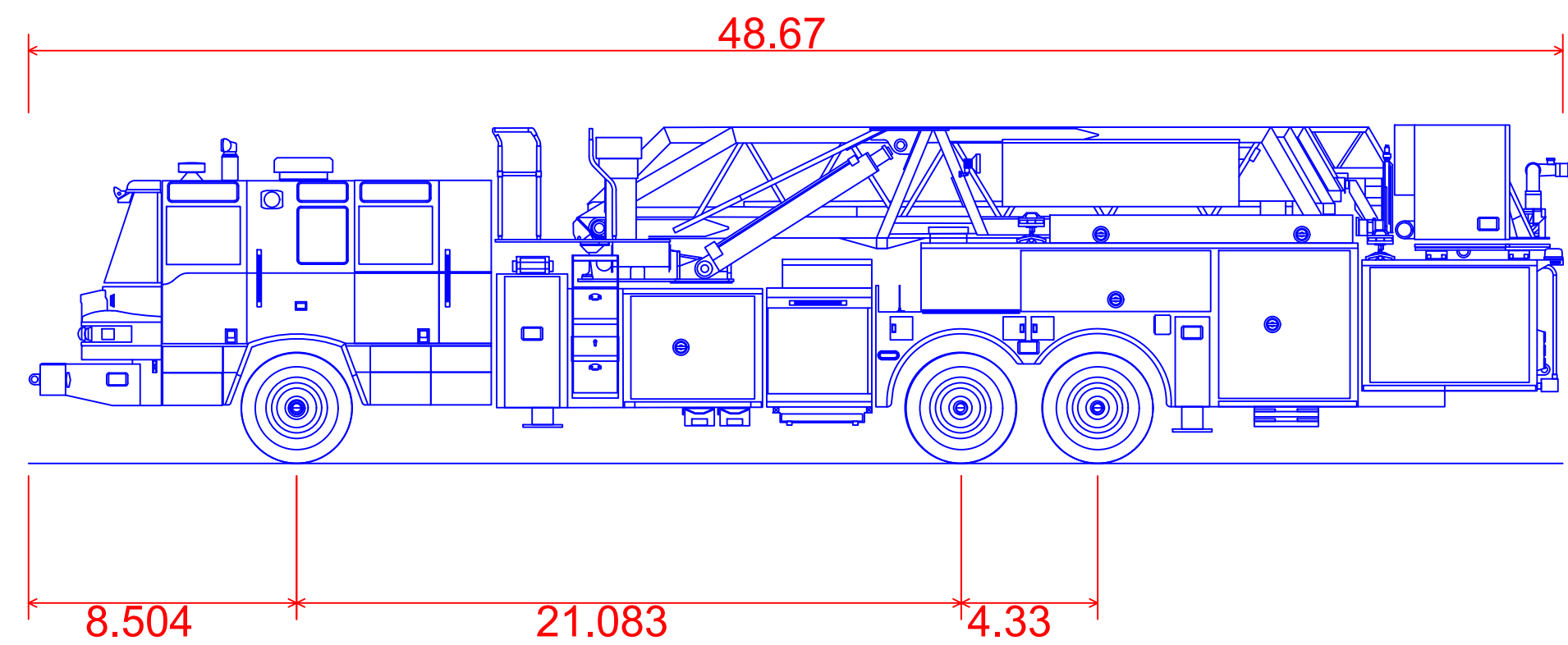
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Date: April 2021

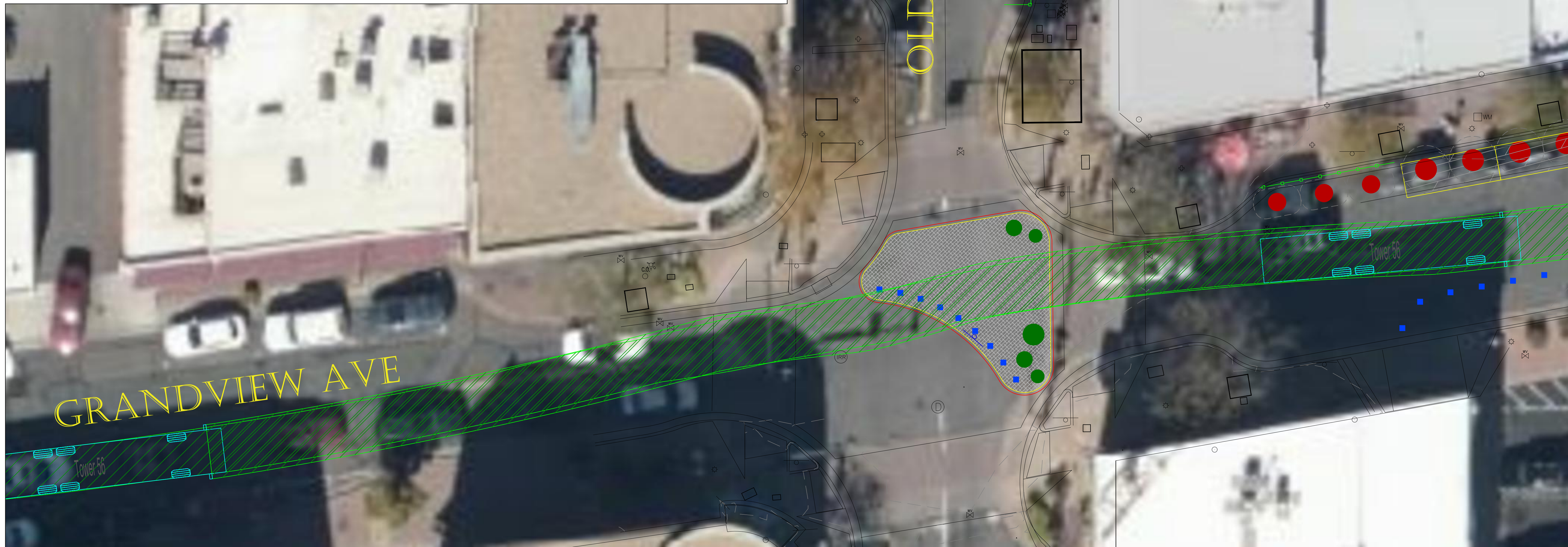
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Project No: 7D30122

Sheet:
XBT-01



Tower 56
Overall Length 48.670ft
Overall Width 8.330ft
Overall Body Height 10.737ft
Min Body Ground Clearance 1.003ft
Track Width 8.330ft
Lock-to-lock time 11.00s
Max Wheel Angle 40.00°



Rev #	Date	Description	By	CHK'd



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CITY OF ARVADA
ARVADA, COLORADO
OLDE TOWN ARVADA
STREET CLOSURE PROJECT
TOWER-56 GRANDVIEW AVE EB THRU OLDE
WADSWORTH BLVD

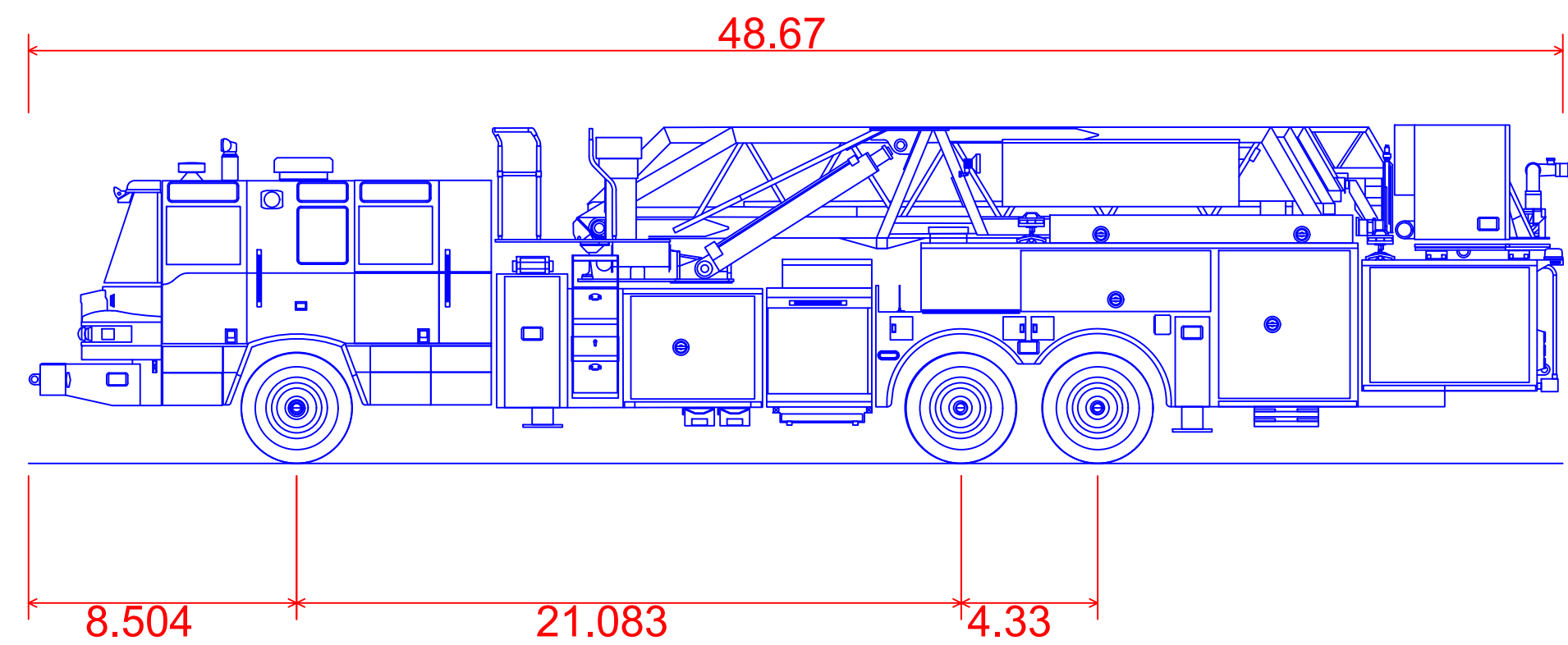
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Vert: N/A
Project No: 7D30122
Sheet:
XBT-02



Tower 56
Overall Length 48.670ft
Overall Width 8.330ft
Overall Body Height 10.737ft
Min Body Ground Clearance 1.003ft
Track Width 8.330ft
Lock-to-lock time 11.00s
Max Wheel Angle 40.00°



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CITY OF ARVADA

ARVADA, COLORADO

OLDE TOWN ARVADA
STREET CLOSURE PROJECT
TOWER-56 GRANDVIEW AVE EB THRU
WEBSTER ST

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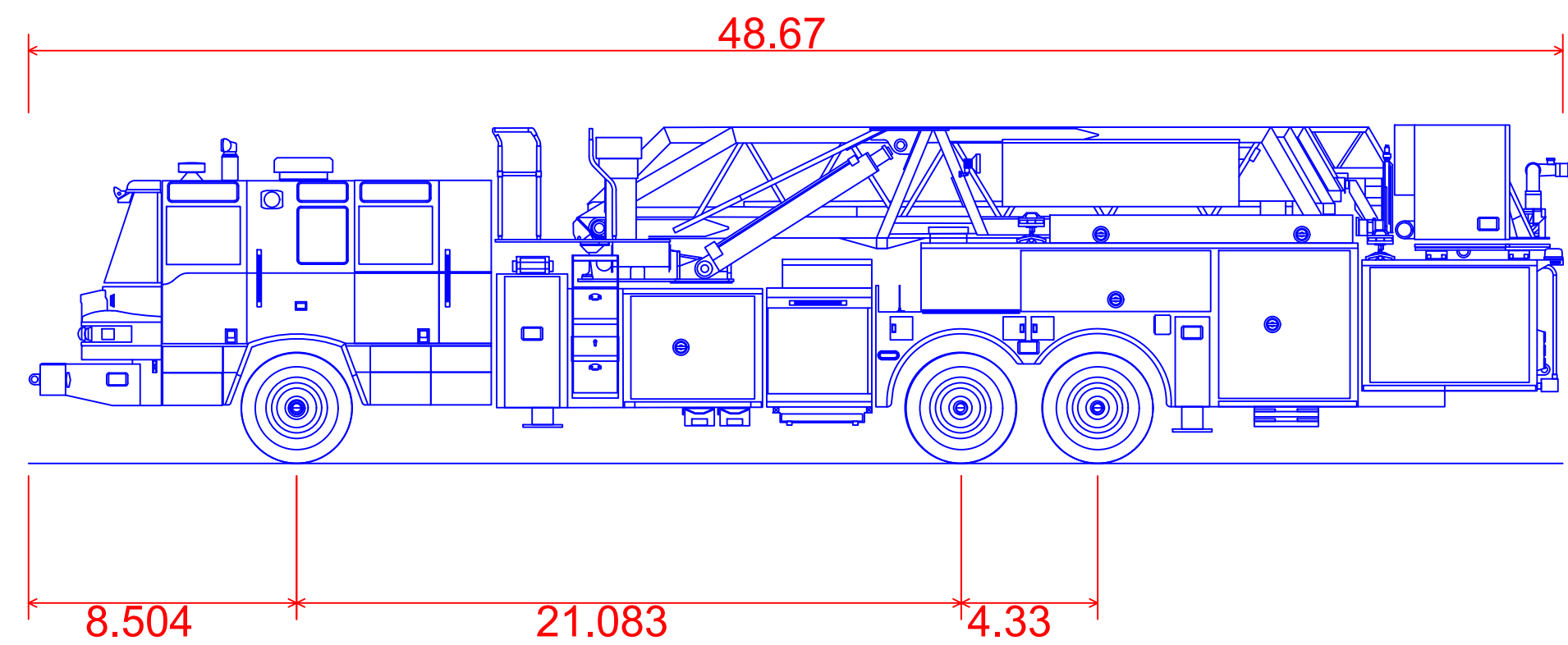
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Date: April 2021

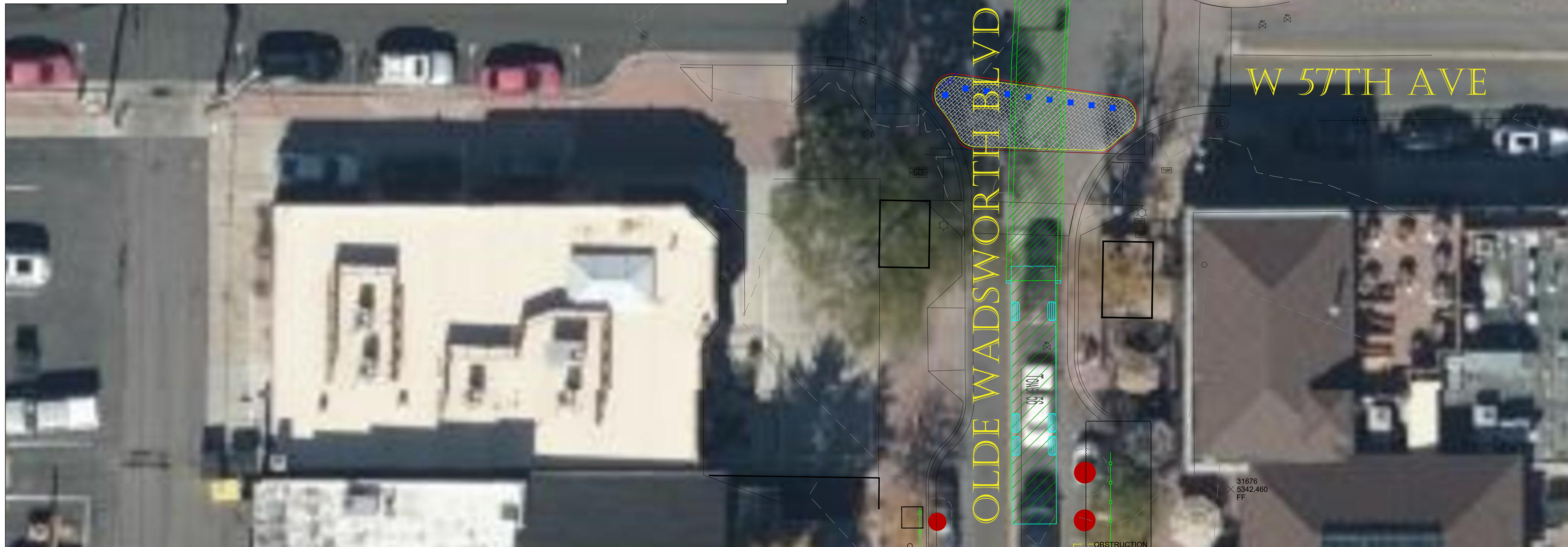
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Project No: 7D30122

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Tower 56
Overall Length 48.670ft
Overall Width 8.330ft
Overall Body Height 10.737ft
Min Body Ground Clearance 1.003ft
Track Width 8.330ft
Lock-to-lock time 11.00s
Max Wheel Angle 40.00°



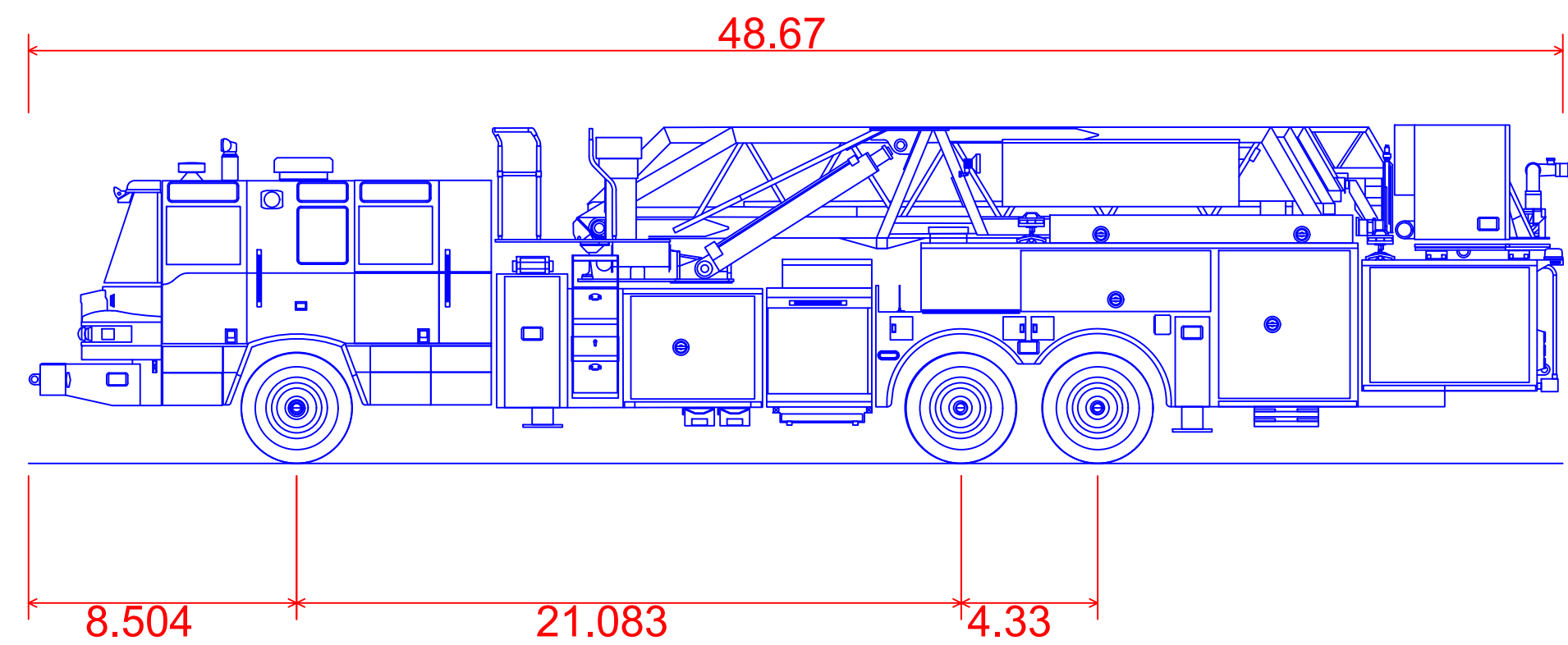
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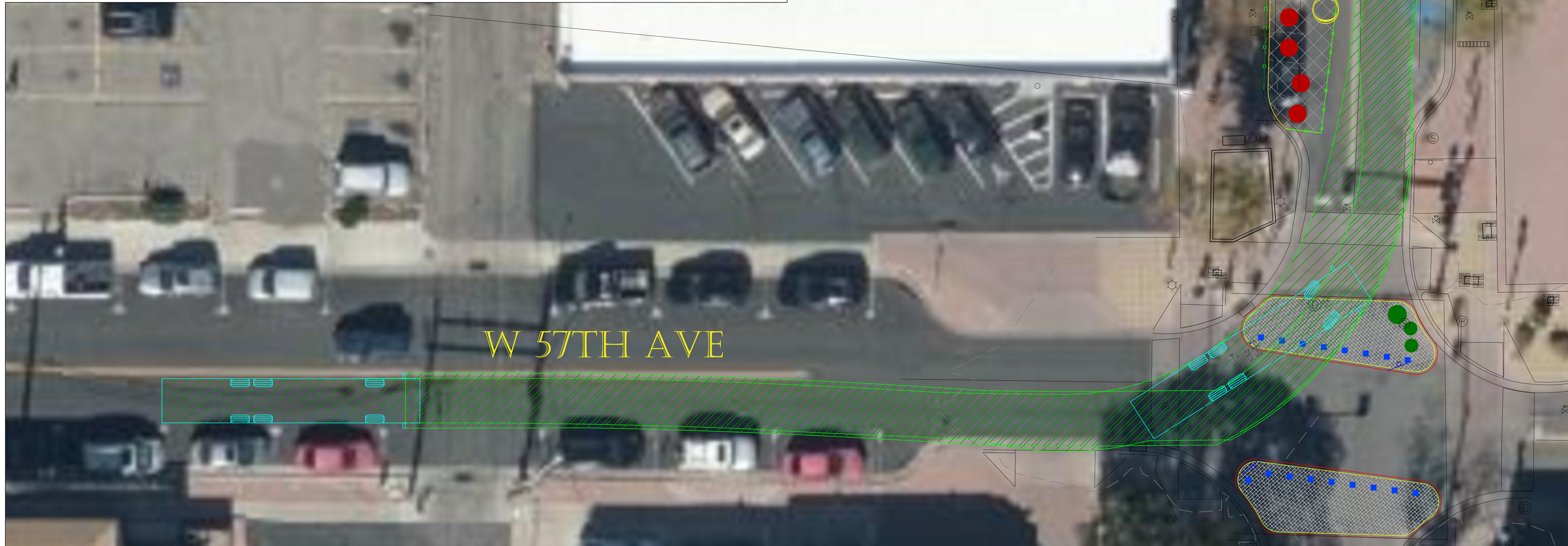
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CITY OF ARVADA
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OLDE TOWN ARVADA
STREET CLOSURE PROJECT
TOWER-56 OLDE WADSWORTH BLVD NB THRU
W 57TH AVE

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Date: April 2021
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Vert: N/A
Project No: 7D30122
Sheet: XBT-04



Tower 56
Overall Length 48.670ft
Overall Width 8.330ft
Overall Body Height 10.737ft
Min Body Ground Clearance 1.003ft
Track Width 8.330ft
Lock-to-lock time 11.00s
Max Wheel Angle 40.00°



Rev #	Date	Description	By	CHKD



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TOWER-56 W 57TH AVE EB TO OLDE
WADSWORTH BLVD NB

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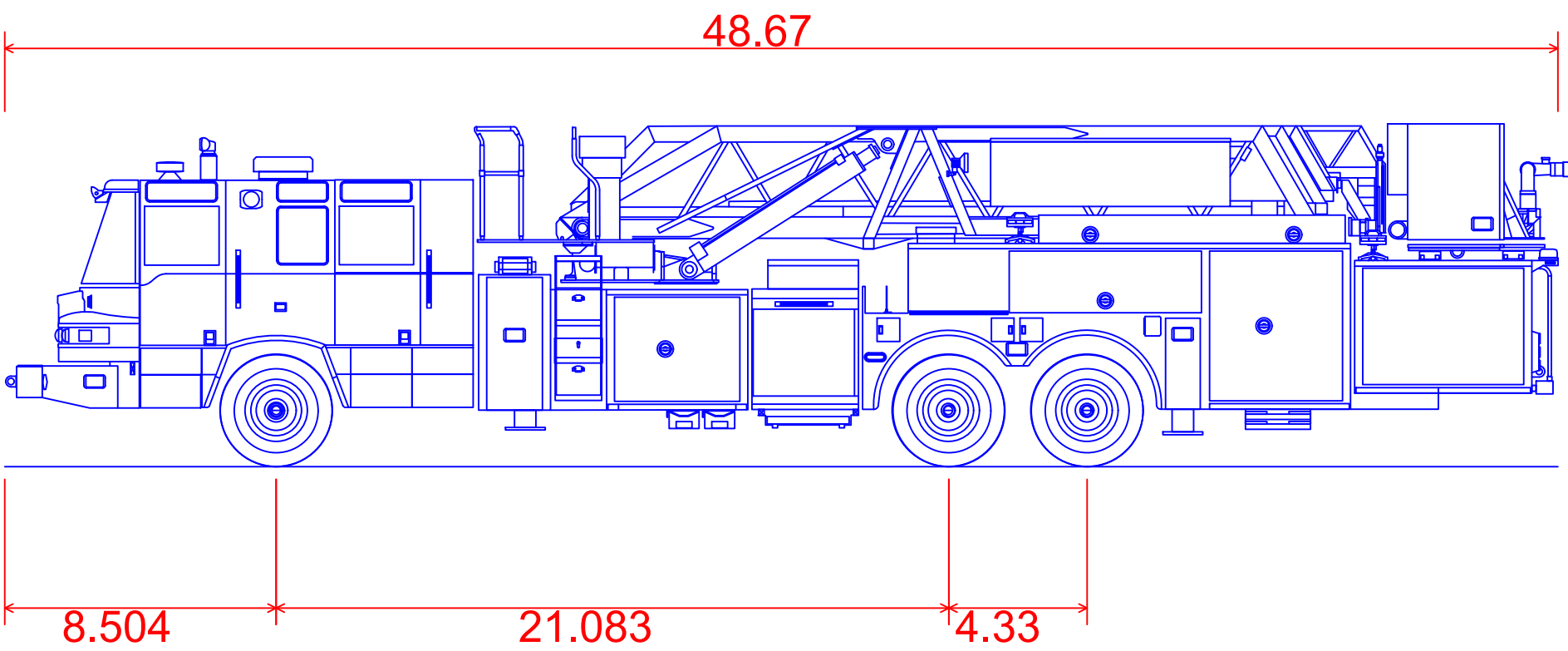
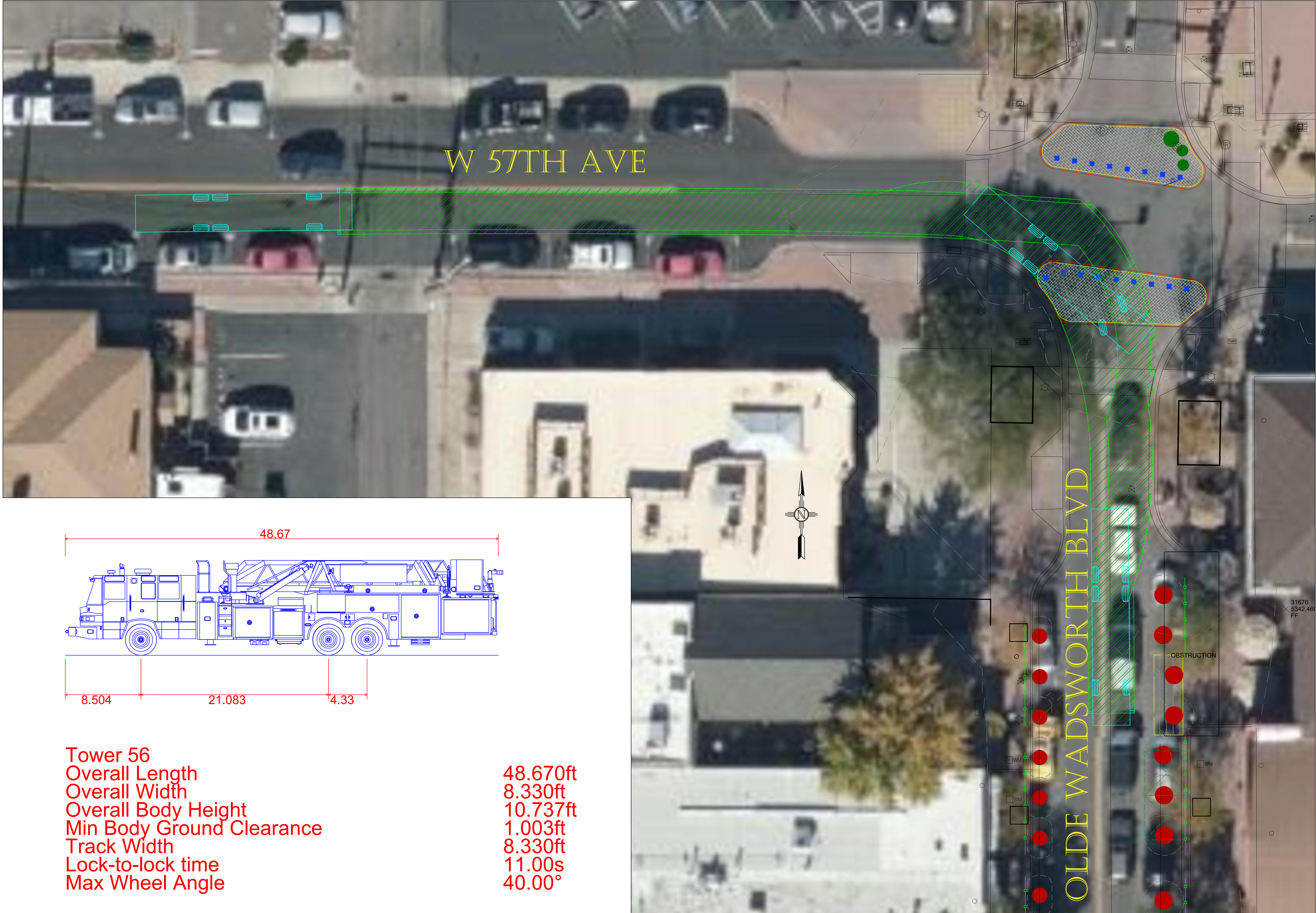
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Date: April 2021

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Project No: 7D30122

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XBT-05



Tower 56
Overall Length 48.670ft
Overall Width 8.330ft
Overall Body Height 10.737ft
Min Body Ground Clearance 1.003ft
Track Width 8.330ft
Lock-to-lock time 11.00s
Max Wheel Angle 40.00°

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TOWER-56 W 57TH AVE EB TO OLDE
WADSWORTH BLVD SB

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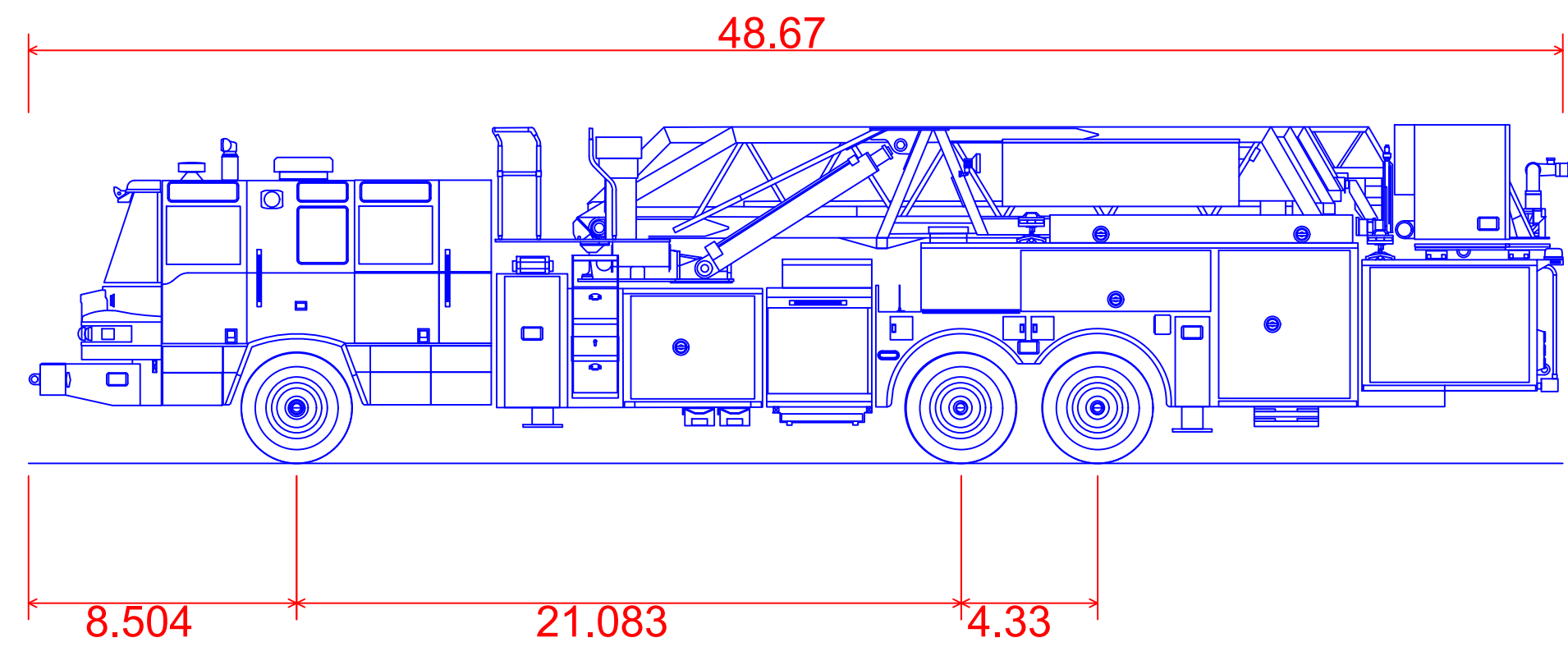
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Overall Length 48.670ft
Overall Width 8.330ft
Overall Body Height 10.737ft
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Track Width 8.330ft
Lock-to-lock time 11.00s
Max Wheel Angle 40.00°



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STREET CLOSURE PROJECT
TOWER-56 OLDE WADSWORTH BLVD NB THRU
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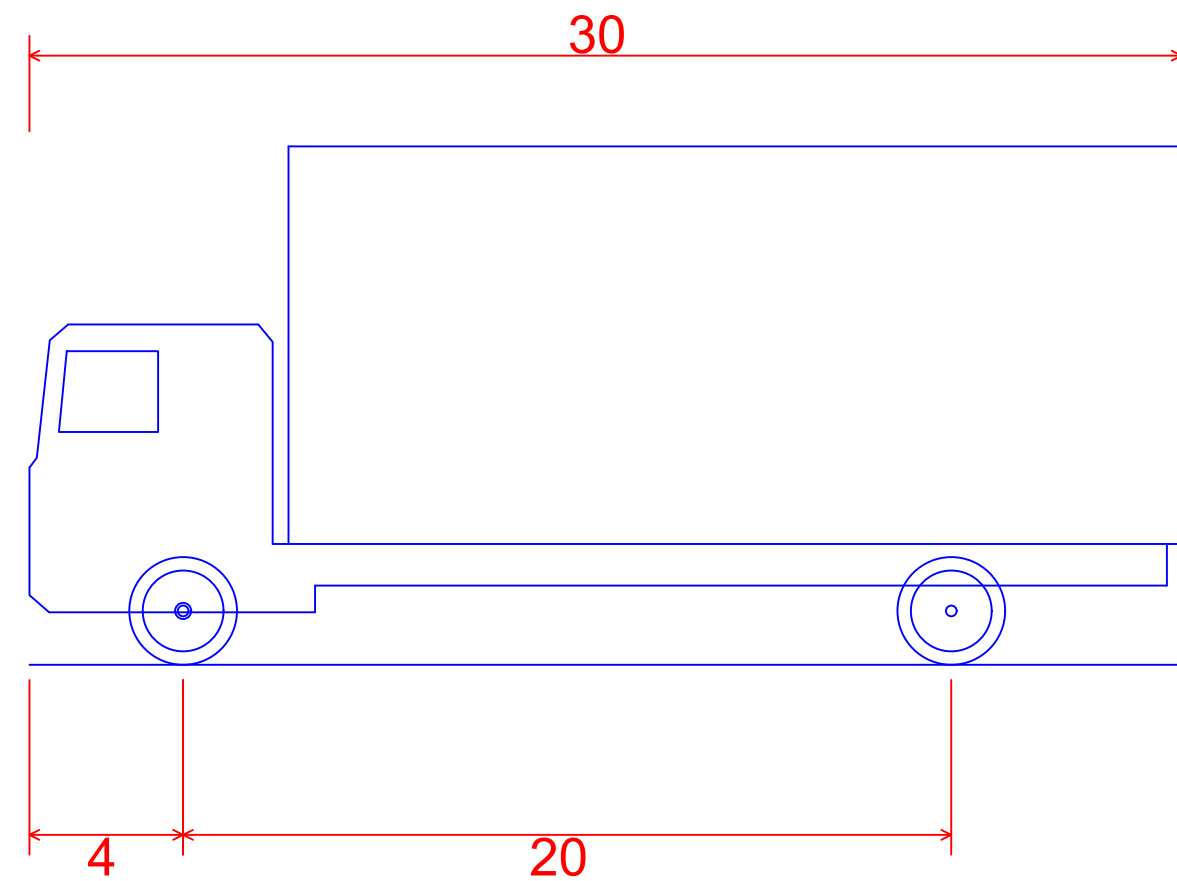
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Vert:	N/A
Project No:	7D30122
Sheet:	XBT-07



SU-30 - Single Unit Truck
Overall Length 30.000ft
Overall Width 8.000ft
Overall Body Height 13.500ft
Min Body Ground Clearance 1.367ft
Track Width 8.000ft
Lock-to-lock time 5.00s
Max Steering Angle (Virtual) 31.80°

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Date: April 2021

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Sheet: XBT-08

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OLDE TOWN ARVADA

STREET CLOSURE PROJECT

SU-30 OLDE WADSWORTH BLVD NB TO GRANDVIEW AVE WB

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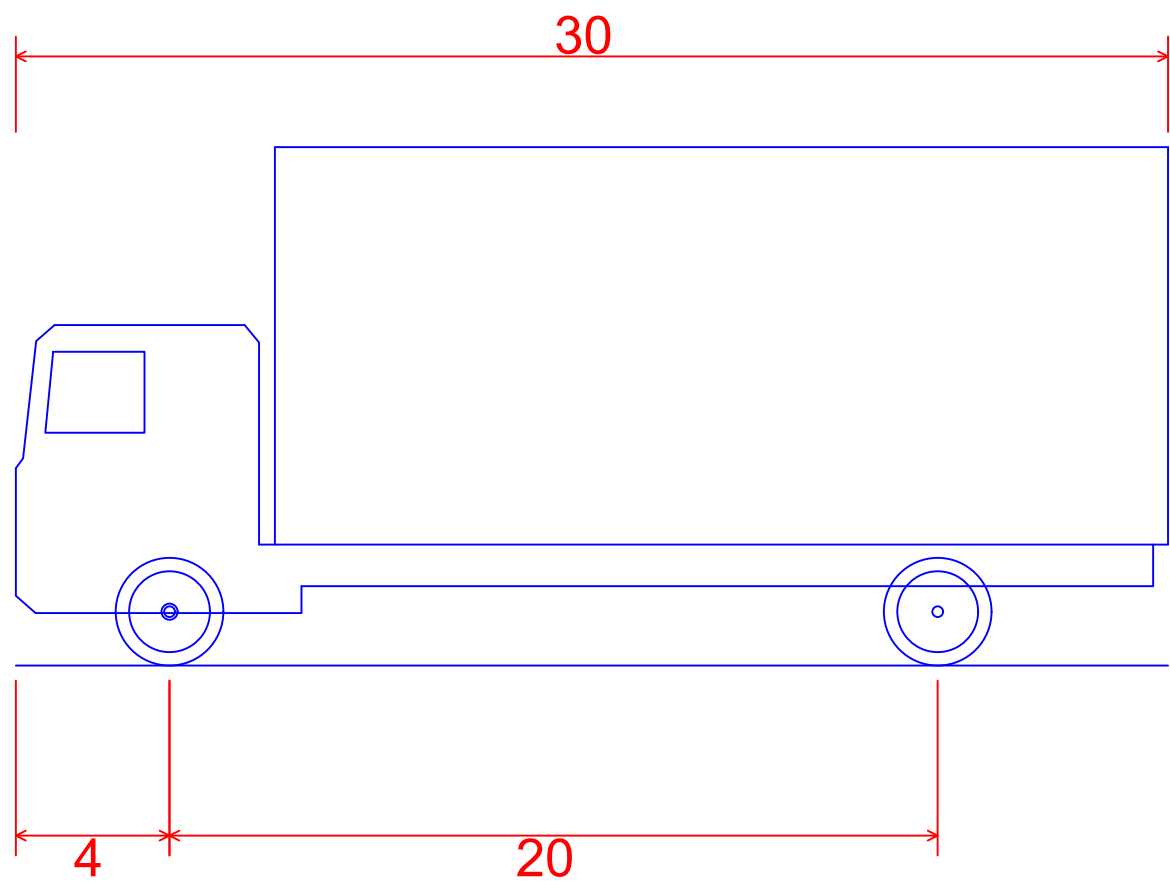
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Description

By

CHKD

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Overall Length 30.000ft
Overall Width 8.000ft
Overall Body Height 13.500ft
Min Body Ground Clearance 1.367ft
Track Width 8.000ft
Lock-to-lock time 5.00s
Max Steering Angle (Virtual) 31.80°

Rev #	Date	Description	By	CHKD



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OLDE TOWN ARVADA
STREET CLOSURE PROJECT
SU-30 - WEBSTER ST SB TO
GRANDVIEW AVE EB

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Project No:	7D30122
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REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.5.

TO: THE HONORABLE CITY COUNCIL

DATE: June 28, 2021

SUBJECT: R21-092 A Resolution Authorizing an Agreement Between the City of Arvada and Modstreet for Modular Parklets and Fencing for Olde Town Arvada In an Amount not to Exceed \$500,000.00.

Report in Brief

As a result of the 2020 COVID-19 pandemic many businesses, and restaurants in particular, needed to look for ways to increase their seating capacity outside. In May, 2020 the Arvada team began working on a plan that closed several streets in Olde Town, for what was intended to be a temporary period of time. The closures in Olde Town started on June 12, 2020 and were originally stated to end on Labor Day, 2020. As the pandemic continued, the need to continue the Olde Town street closures was identified. Feedback from the closures has been largely positive and requests have come from the BID (Business Improvement District) and community in general to continue the closures past the pandemic.

On March 8, the Arvada team presented a plan to City Council to transform the temporary closure look of Olde Town to a more aesthetically pleasing look that is consistent with the historic district for approximately the next five years as the City studies the idea of transforming Olde Town into a permanent pedestrian mall type experience. City Council was supportive of this approach during the March 8 workshop.

This resolution compliments the resolution also under consideration to build the medians and traffic control devices in Olde Town. This resolution implements the parklets, planters, and partition components of the plan. This contract will allow for the replacement of the temporary outdoor dining areas constructed during the pandemic to accommodate outdoor dining with a more attractive unified outdoor dining design that will enhance the over all esthetics of closure area.

The Arvada team recommends that the City Council approve R21-092, A Resolution Authorizing an Agreement Between The City Of Arvada and Modstreet For Modular Parklets and Fencing For Olde Town Arvada In An Amount Not To Exceed \$500,000.00.

Financial Impact

The financial impact to the City is the cost of the contract which is not to exceed \$500,000.00.

Background

This contract is part two of three phases to implement the Olde Town Closure Plan. The installation of the medians and traffic control devices was phase one. This phase will be installing a series of planters, parklets, and partitions which will help to bring a unified look and feel to the Olde Town closures. The final phases will be to install tables, chairs, and umbrellas which will add to the unifying esthetic of the closure area.

In addition to the physical infrastructure that the City is installing, the Arvada team is also partnering with the BID on other enhancements to the area in general which include items such as wayfinding, street murals, and event planning.

Lastly, by implementing this consistent approach, in collaboration with the BID, this City is better able to maintain ADA access throughout our downtown.

Discussion

The Arvada team worked with a designer for this project. The designer identified three different companies who could provide the planters, parklets, and partitions. The City team then worked with each vendor to choose the best fit for the City. Modstreet was selected as the preferred vendor.

Public Contact

The Arvada team, in partnership with the BID held three public meetings for this project on March 10, March 12, and March 17. Additionally, there was a survey distributed to the public asking for feedback related to the closures. There were 1,797 responses, of which 88.3% were in support of the closures, 9.5% were against the closures, and 2.3% were neutral.

In addition, the City Council agenda was posted.

Commission Recommendation

N/A

Strategic Alignment

The recommended action aligns with the Community and Economic Development Priority Area of the City Council Strategic Plan.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R21-092, A Resolution Authorizing an Agreement Between The City Of Arvada And Modstreet For Modular Parklets and Fencing For Olde Town Arvada In An Amount Not To Exceed \$500,000.00.

Suggested Motion:

I move that R21-092, A Resolution Authorizing an Agreement Between the City of Arvada and Modstreet for Modular Parklets and Fencing for Olde Town Arvada in an Amount not to Exceed \$500,000.00, be (approved) (rejected).

Prepared by:

Josie Suk, Development Systems and Administrative Manager

Reviewed by:

Approved by:

SUBJECT: R21-092 A Resolution Authorizing an Agreement Between the City of Arvada and Modstreet for Modular Parklets and Fencing for Olde Town Arvada In an Amount not to Exceed \$500,000.00.

PAGE: 3
ITEM: 8.A.5.

Ryan Stachelski, Director of Community and Economic Development	6/18/2021
Gail Walker, Legal Specialist-Contracts	6/18/2021
Emily Grogg, Senior Assistant City Attorney	6/18/2021
Rachel Morris, City Attorney	6/21/2021
Lorie Gillis, Deputy City Manager	6/23/2021
Mark Deven, City Manager	6/24/2021

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R21-092

**A RESOLUTION AUTHORIZING AN AGREEMENT
BETWEEN THE CITY OF ARVADA AND MODSTREET FOR
MODULAR PARKLETS AND FENCING FOR OLDE TOWN
ARVADA IN AN AMOUNT NOT TO EXCEED \$500,000.00**

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 MODSTREET for modular parklets and fencing for Olde Town Business District in an amount not to exceed \$500,000.00.

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

APPROVED AND ADOPTED this 28th day of June, 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
MODSTREET FOR MODULAR PARKLETS AND FENCING FOR
OLDE TOWN ARVADA IN AN AMOUNT NOT TO EXCEED
\$500,000.00**

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, Colorado 80002 (“Arvada”) and MODSTREET whose place of business is located at 736 Main Avenue, Suite A, Durango, Colorado 81301 (“Contractor”).

2. RECITALS AND PURPOSE.

2.1. Arvada requires a qualified firm to provide modular parklets and fencing for street closures in and around Olde Town Arvada.

2.2. Contractor has extensive experience in producing and installing parklets in downtown areas. On or about June 7, 2021, Contractor submitted its Proposal (“Response”).

2.3. 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.

2.4. 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 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 Terms and Conditions;

Exhibit 2: Contractor’s Response; and

Exhibit 3: Detail Drawings titled, Olde Town Arvada Street
Closures/Pedestrian Mall Improvements.

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. Contractor will substantially complete the work required by Contract Documents by **August 31, 2021** with final completion by September 30, 2021, unless the period for completion is extended otherwise by the Contract Documents.

6.3. Arvada may, during the term of this Agreement, wish to purchase other related services identified and offered by Contractor, based upon the pricing/fee contained in Contract Documents. Arvada reserves the right to award these ancillary items to Contractor or another top rated Bidder based upon the negotiated scope of work and fee structure. This option, if exercised, in no way obligates Arvada to pursue additional services with Contractor.

7. COMPENSATION. Arvada shall pay Contractor for the Work requested by Arvada and rendered by Contractor under this Agreement. The total amount for the Work shall not exceed **\$500,000.00**. Contractor agrees to submit monthly invoices for actual services completed to Arvada, and payment from Arvada will be due NET 30 days, unless otherwise stated and agreed to by the parties in the Contract Documents.

8. RIGHT TO TERMINATE. Arvada shall have the right to terminate, without cause, this Agreement. Any such termination shall not be considered a breach of this Agreement or any extension thereof. In the event Arvada terminates this Agreement without cause, Arvada shall pay for all authorized services rendered by Contractor up through the date of termination by Arvada, not to exceed the total amount of the contract price as outlined in this Agreement and any applicable Change Order(s).

9. CHANGE ORDER PROCESS.

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

- 9.2. When both parties have agreed on the contents of a Change Order, both parties shall so indicate by signing the Change Order.
- 9.3. Once a Change Order has been agreed to in writing, signed by the parties, the Change Order shall be deemed a part of this Agreement. Any such Change Orders shall be subject and subordinate to the terms of this Agreement and incorporated herein, unless otherwise agreed to in writing signed by the parties.
- 10. STAFF DIRECTION.** Arvada designates Ryan Stachelski as Arvada's Project Manager. Mr. Stachelski 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, and Insurance Requirements, and agrees to be bound by those terms and conditions as amended below:
- 12.1. Section 24 of the General Terms and Conditions in Exhibit 1 is deleted.
- 13. INDEPENDENT CONTRACTOR.** Contractor shall perform its duties under the Agreement as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of Arvada. Contractor shall not have authorization, express or implied, to bind Arvada to any agreement, liability, or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through Arvada and Arvada shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to the Agreement. Contractor shall: (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law; (ii) provide proof thereof when requested by Arvada; and (iii) be solely responsible for its acts and those of its employees and agents.**
- 14. ADDITIONAL DOCUMENTS OR ACTION.** The parties agree to execute any additional documents and to take any additional action that is necessary to carry out this Agreement.
- 15. BINDING EFFECT.** This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

16. PARAGRAPH CAPTIONS. The paragraph captions in this Agreement are set forth only for the convenience and reference of the parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

17. INTEGRATION, AMENDMENT, AND SEVERABILITY. This Agreement represents the entire agreement between the parties, and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect if the essential terms and conditions of this Agreement for both parties remain valid, legal, and enforceable.

18. NOTICES. Any notice or notification required or permitted by the Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing, to the other party or parties. Such notice or notification shall be deemed to have been given when deposited in the United States mail.

19. BINDING AUTHORITY. Contractor represents and affirms that the signature page hereof accurately states the full legal name of Contractor (whether as a corporation, partnership, limited liability company, sole proprietorship, or other), contains all requisite signature(s) on behalf of Contractor, has been properly acknowledged by attestation, notary acknowledgment, or both, and in all other respects is effective to bind Contractor, in accordance with all applicable statutes, regulations, resolutions, rules, bylaws, agreements, or similar sources of authority or limitation. This Agreement may be executed in counterpart(s), each of which shall be deemed to be an original, and all of which, taken together, shall constitute one instrument.

DATED this _____ day of _____, 2021.

CITY OF ARVADA, a Colorado home rule
municipal corporation

Marc Williams, Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

MODSTREET

Roger Zalneraitis, CEO
roger@modstreet.com

EXHIBIT 1
AN AGREEMENT BETWEEN THE CITY OF ARVADA AND
MODSTREET FOR MODULAR PARKLETS AND FENCING
FOR OLDE TOWN ARVADA IN AN AMOUNT NOT TO
EXCEED \$500,000.00

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 \$ _____, 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.

EXHIBIT 2
AN AGREEMENT BETWEEN THE CITY OF ARVADA AND
MODSTREET FOR MODULAR PARKLETS AND FENCING
FOR OLDE TOWN ARVADA IN AN AMOUNT NOT TO
EXCEED \$500,000.00



June 7, 2021

MODSTREET
736 Main Ave Suite A
Durango, CO 81301

Dear Ryan,

MODSTREET is pleased to submit the following proposal to help enrich the downtown of Arvada, Colorado for its businesses, residents, and visitors. We applaud your city's progressive vision for its core and believe that our modular parklets and fencing will provide a welcoming and attractive setting for your 120,000 citizens to enjoy your beautiful downtown corridor.

Founded and headquartered in Durango, Colorado, we know the importance of downtown to a community's character. We created MODSTREET to meet the needs of communities such as Arvada that want to help strengthen their businesses and reimagine their downtown streetscape, during the pandemic and now beyond.

Working with MODSTREET will give Arvada a partner that is among the best in the United States for delivery time, product quality, and customer service. We were the first company in the United States founded specifically to produce parklets. Further, our parklets were among the first to be designed with retail, restaurant, and event end users in mind. We have now installed parklet systems in almost a dozen communities such as Grand Junction, Alamosa, Golden, and Berthoud, and have a proven approach that enables us to build and install parklets faster than any other competitor. We pride ourselves on working closely with our community partners, and will respond with predevelopment consultation, production updates, and after-installation responsiveness to meet your requirements and requests.

Arvada is undertaking a fantastic downtown plan. Below are the details of what MODSTREET will provide to enrich your downtown:

- 295 linear feet of barrier fencing for the decking platform on the north end of Olde Wadsworth Blvd. The fencing is 5' long x 4' high. This assumes that the fencing will go on top of the decking platform and not be connected to the platform, only stabilized.
- Three (3) on-street partitions (no decking)
 - One on-street partition is 8' x 40'
 - Two on-street partitions are 8' x 20'.
 - One of the 8' x 20' on-street partitions shares a wall with a parklet. Fencing for partitions are 4' long x 3' high.
- Three (3) 5' x 20' parklets, with no fencing, platforms only.
- Three (3) 8' x 16' parklets, with no fencing, platforms only.
- Nine (9) 8' x 20' parklets, with fencing on four sides (except for entranceway). Fencing for parklets is 4' long x 3' high.
 - Fencing on six of these nine parklets is shared, which means that in these cases the fencing will enclose an 8' x 40' area instead of two separate 8' x 20' areas.
- 194 black powder coated steel panel inserts for all panels on the fencing - or approved substitute. We can work with you to produce any panel material, design or finish for the panels.
 - 59 panels are 5' long and 4' high (295 linear feet on the decking platform)
 - 134 panels are 4' long and 3' high (540 linear feet for partitions and parklets)
 - 20 of the 4' x 3' panels have custom designs (cost per custom design is \$175 per panel)
- Sixteen (16) planters on the short side of four parklets, per design provided by the plan. Planters are 20" wide, 45" long and 28" high.
- Fifteen (15) planters for the street facing side of the three (3) 5x20 parklets. Planters are 20" wide, 45" long and 28" high.
- Six (6) extra 4' x 3' parklet panels for reconfigurations of parklet paneling or partitions if desired or needed. This includes three (3) posts to mount these panels.
- Seven (7) additional posts for reconfigurations of fencing if desired or needed.

All parklets to be designed flush with the curb.

MODSTREET will also include a 15 year warranty from general defects.

Images for this proposal are attached for your review.

MOSTREET can work with you to finalize this package if anything needs to be respecified. However, the package above is available at the following prices:

Option 1, as Described Above

Full Retail Cost for Project: \$486,289

Discount to Arvada: \$100,289

Arvada Cost for Project: \$386,000

Option 2, no powder coated panels included

Full Retail Cost for Project: \$442,174

Discount to Arvada: \$82,174

Arvada Cost for Project: \$360,000

These prices are firm through close of business June 18th, 2021.

Additional charges:

Estimated installation cost: \$12,750

Estimated shipping cost: \$10,000

Both shipping and installation will be finalized with the contract.

If there is anything you would like respecified we are happy to work with you to deliver the project that you want for your downtown.

We understand that time is of the essence, and are ready to begin work as soon as we finalize the products to be delivered to Arvada. We are just finishing another order right now, which should be completed within two weeks. We will be ready to begin and dedicate 100% of our staff resources for Arvada, as soon as you are ready to begin as well.

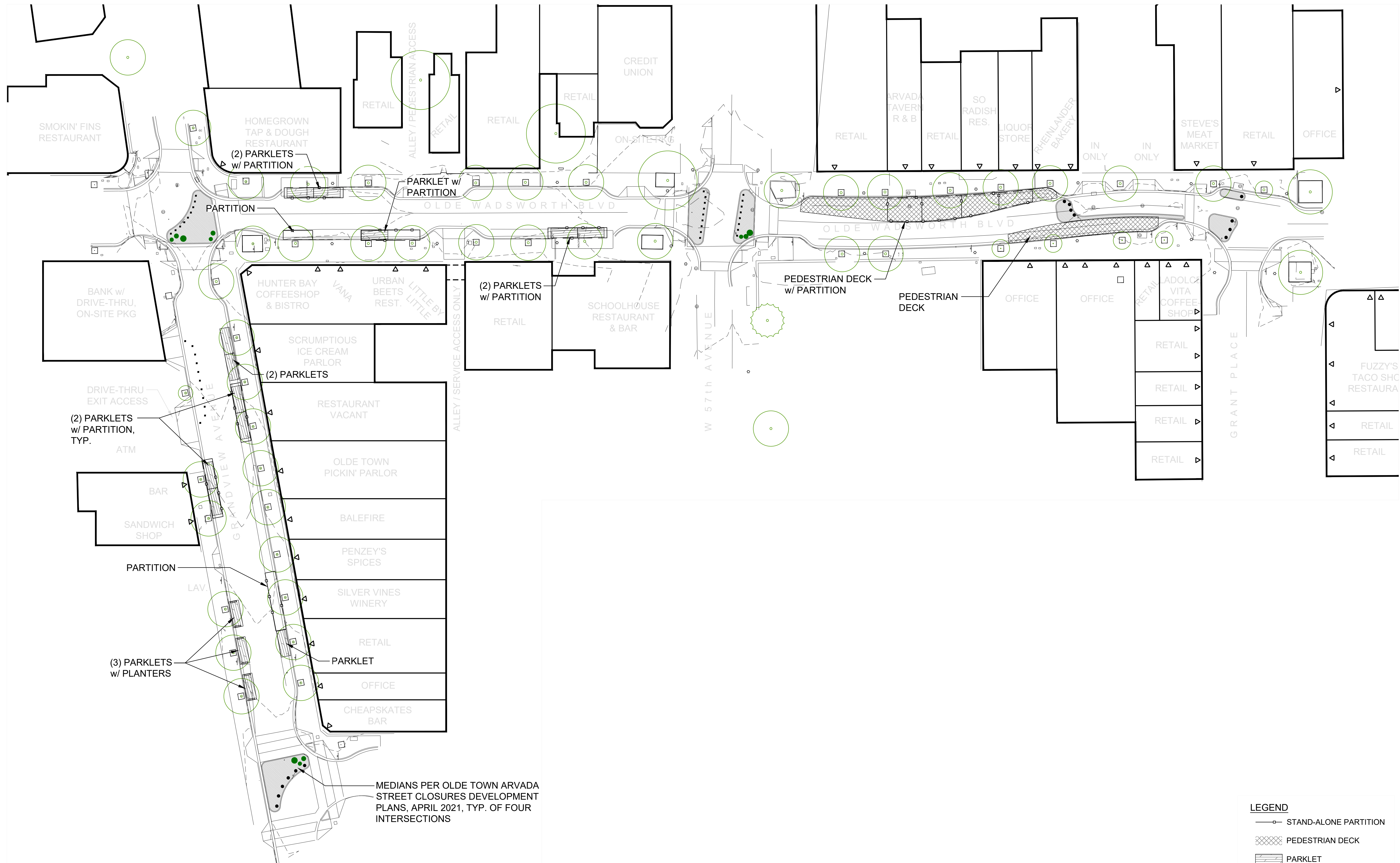
Thank you again for this opportunity Ryan, and we look forward to working with Arvada soon.

Sincerely,

Roger Zalneraitis
CEO, MODSTREET
roger@modstreet.co
(970)-749-3399

Arvada Pricing per Unit	Price per Unit
5x20, decking only	\$11,938
8x16, decking only	\$11,903
8x20, parklet with panels (sheet metal insert)	\$19,418
Individual panel for parklet	\$607
First Barricade (4' long x 3' high)	\$1,037
Subsequent Barricades (4' long x 3' high)	\$661
Steel Panel Insert (4' long x 3' high)	\$156
Individual post with stabilizer	\$376
Individual Post, no stabilizer	\$332
First Barricade (5' long x 4' high)	\$1,189
Subsequent Barricade (5' long x 4' high)	\$772
Steel Panel Insert (5' x 4' insert)	\$260
Planter	\$1,397
Customization of Panel (cost in addition to sheet metal insert)	\$175

EXHIBIT 3
AN AGREEMENT BETWEEN THE CITY OF ARVADA AND
MODSTREET FOR MODULAR PARKLETS AND FENCING
FOR OLDE TOWN ARVADA IN AN AMOUNT NOT TO
EXCEED \$500,000.00



Know what's below.
Call before you dig.

UNCC
UTILITY NOTIFICATION
CENTER OF COLORADO

CALL 811 2-BUSINESS DAYS IN ADVANCE
BEFORE YOU DIG, GRADE OR EXCAVATE FOR
MARKING OF UNDERGROUND MEMBER UTILITIES

- LEGEND**
- STAND-ALONE PARTITION
 - ▨ PEDESTRIAN DECK
 - ▨ PARKLET
 - ▨ PARKLET w/ PLANTERS



Exhibit 3

1" = 30'-0"
BG / IMF
BP
IMF
MAY, 2021
DECKS & PARTITIONS LAYOUT PLAN
01



REPORT TO CITY COUNCIL ORDINANCE FIRST READING

**AGENDA ITEM
8.C.1.**

TO: THE HONORABLE CITY COUNCIL

DATE: June 28, 2021

SUBJECT: CB21-021 An Ordinance Adding Section 62-62, Interference with Staff, Faculty, or Students of Educational Institutions, of Article II, Miscellaneous Offenses, of Chapter 62, Offenses, to the Arvada City Code (Public Hearing to be set for July 19, 2021 at 6:15 p.m.)

Report in Brief

Area schools are well-managed and security conscious. They are safe environments for both students and school team members. Nonetheless, incidents do occur. Most of these incidents are very minor and are handled by school officials. Despite the effort to create a safe environment, a few more serious incidents occur each year. Some of these involve physical altercations which can become quite disruptive. Colorado state law makes it illegal to interfere with the staff, faculty, or students of educational institutions (see C.R.S. §18-9-109); however, the City Code does not contain a school interference ordinance. The City team has discussed the need for a proposed Ordinance that is similar to C.R.S. §18-9-109 with School Resource Officers, the Jefferson County R-1 School District Safety Director and principals of Arvada high schools. The result of these discussions is agreement that drafting an ordinance which makes certain acts, such as fighting or refusing to discontinue a fight after being told to do so illegal, would improve school safety.

The Arvada team recommends that the City Council approve CB21-021, An Ordinance Adding Section 62-62, Interference with Staff, Faculty, or Students of Educational Institutions, of Article II, Miscellaneous Offenses, of Chapter 62, Offenses, to the Arvada City Code on first reading, order published in full, and a public hearing date set for July 19, 2021 at 6:15 p.m.

Financial Impact

There is no financial impact associated with the recommended action.

Background

Several years ago, the Colorado legislature recognized that fighting in our schools was detrimental to students and disruptive to school operations. The legislature created a "school interference" law to address this issue. The City does not have a similar law, so juveniles and adults involved in fights in schools or at other school activities are charged into the State court system. City team members, including the Presiding Municipal Court Judge, City Attorney and Chief of Police, believe that most cases involving fighting at schools should be charged into Municipal Court. This is less burdensome for juveniles and their families. In addition, the Municipal Court has a dedicated juvenile probation office to assist juveniles, and, a presiding Municipal Court judge who is focused on restorative justice and rehabilitation principles.

Police Department team members have also discussed the addition of the proposed Section 62-62 with School Resource Officers, the Jefferson County R-1 School District Safety Director and the principals of Arvada high schools. These discussions have generated support from the individuals who are very invested in the safe operation of schools in Arvada.

As a result, team members support the approval of a school interference ordinance. Among other things, the proposed ordinance makes it illegal to fight or to refuse to discontinue a fight after being told to do so by a school official. This ordinance simply provides school officials and School Resource Officers with another tool to assist in ensuring our schools remain safe.

The Arvada team informally discussed the school interference ordinance with the City Council in January 2020. As the City Attorney's Office began to draft the ordinance, the City's focus shifted to the work necessary to address the COVID-19 pandemic and many students became engaged in remote learning. With the return to in-person learning, the Arvada team believes that it is timely to present the proposed ordinance for the City Council's consideration.

Discussion

The Arvada community recognizes that education is crucial to developing the intellectual capacity of citizens and preparing them to become independent and productive members of society. It has also determined that disruptive or criminal behaviors at educational institutions interfere with proper learning environments and negatively impact educational progress. The City team further finds that measures that protect students, staff, and others in educational institutions are necessary to protect the health, safety, and welfare of the public.

The purpose of the proposed Section 62-62 is to place on notice those who are on or upon the premises or facilities of any educational institution that they may not impede the lawful performance of the duties by school staff or faculty, and that they may not disrupt, impair, interfere with, or obstruct the processes, procedures, or function of the educational institution. The proposed Section 62-62 as described herein will support the safe operation of schools in Arvada and is entirely consistent with state law. Finally, the addition of the proposed Section 62-62 will provide the opportunity to address any violations of the Ordinance within the Arvada Municipal Court instead of the State Court system. The use of the Arvada Municipal Court as the venue to hear these cases and determine the potential penalties places the final decision within the community's judicial system where there is a commitment to apply restorative justice and rehabilitation principles in response to violations.

Public Contact

Posting of the City Council agenda. In addition, as stated herein, members of the Police Department team have engaged in discussions regarding the proposed ordinance with the School District Safety Director and Arvada high school principals.

Commission Recommendation

N/A

Strategic Alignment

The recommended action aligns with the Safe Community 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 CB21-021, An Ordinance Adding Section 62-62, Interference with Staff, Faculty, or Students of Educational Institutions, of Article II, Miscellaneous Offenses, of Chapter 62, Offenses, to the Arvada City Code on first reading, order published in full, and a public hearing date set for July 19, 2021 at 6:15 p.m.

Suggested Motion:

I move that CB21-021, An Ordinance Adding Section 62-62, Interference with Staff, Faculty, or Students of Educational Institutions, of Article II, Miscellaneous Offenses, of Chapter 62, Offenses, to the Arvada City Code, be (approved on first reading, order published in full, and a public hearing date be set for July 19, 2021 at 6:15 p.m.) (rejected).

SUBJECT: CB21-021 An Ordinance Adding Section 62-62, Interference with Staff, Faculty, or Students of Educational Institutions, of Article II, Miscellaneous Offenses, of Chapter 62, Offenses, to the Arvada City Code (Public Hearing to be set for July 19, 2021 at 6:15 p.m.)

PAGE: 3
ITEM: 8.C.1.

Prepared by:
Toni Riebschlager, Law Office Administrator

Reviewed by:

Approved by:

Link Strate, Chief of Police	6/14/2021
Nora Steenson, Deputy City Attorney	6/15/2021
Rachel Morris, City Attorney	6/17/2021
Lorie Gillis, Deputy City Manager	6/17/2021
Mark Deven, City Manager	6/17/2021

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 21-021
ORDINANCE NO. _____

AN ORDINANCE ADDING SECTION 62-62, INTERFERENCE WITH STAFF, FACULTY,
OR STUDENTS OF EDUCATIONAL INSTITUTIONS, OF ARTICLE II, MISCELLANEOUS
OFFENSES, OF CHAPTER 62, OFFENSES, TO THE ARVADA CITY CODE

WHEREAS, the City of Arvada has the authority under C.R.S. §31-16-101, and otherwise under its authority as a Home Rule city to establish ordinances, regulations, and procedures that protect life and property; and

WHEREAS, the Arvada City Council finds the City has an interest in promoting safe learning environments at educational institutions located within the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

Section 1. Section 62-62, Interference with staff, faculty, or students of educational institutions, of Article II, Miscellaneous Offenses, of Chapter 62, Offenses, of the Arvada City Code is hereby added to read as follows:

“Sec. 62-62. Interference with staff, faculty, or students of educational institutions.

(a) *Short title.* This section is known and may be cited as the "School Interference Ordinance."

(b) *Legislative declaration; purpose.* The city council recognizes that education is crucial to developing the intellectual capacity of citizens and preparing them to become independent and productive members of society. It has also determined that disruptive or criminal behaviors at educational institutions interfere with proper learning environments and negatively impact educational progress. The city council further finds that measures that protect students, staff, and others in educational institutions are necessary to protect the health, safety, and welfare of the public. The purpose of this section is to place on notice those who are on or upon the premises or facilities of any educational institution that they may not impede the lawful performance of the duties by school staff or faculty, and that they may not disrupt, impair, interfere with, or obstruct the processes, procedures, or function of the educational institution.

(c) *Definitions.* As used in this section unless the context requires otherwise:

Chief administrative officer means a person designated as the principal, vice-principal, or dean of an educational institution, or a person occupying a position similar to that of a principal, vice-principal, or a dean, and includes any designee of the principal, vice-principal, or dean charged with maintaining order on the school premises and in its facilities.

Credible threat means a threat or physical action that would cause a reasonable person to be in fear of bodily injury.

Fight means to engage in or take part in any type of loud or disruptive verbal disagreement or

argument, or to engage in or take part in any physical scuffle or struggle, including but not limited to biting, boxing, elbowing, grabbing, hitting, kicking, pinching, pulling, punching, pushing, scratching, shoving, slapping, spitting, or throwing an object at another person, except as part of a previously scheduled and school-sanctioned amateur contest of athletic skill.

Impede means to delay, hamper, hinder, obstruct, or otherwise interfere with the discharge of any school official's duties, or the ability of any student to pursue his or her educational activities, even momentarily.

Order means a command, direction, or instruction by a school official to do, to discontinue, or to refrain from doing something. This includes, but is not limited to verbal direction to "get back," "let go," "stop," "stop fighting," "step away," or "step back," or other language or action by a school official that a reasonable person would view as direction to do, to discontinue, or to refrain from doing something.

School official means any person employed by any educational institution, or any person duly authorized by the chief administrative officer of an educational institution to act as a volunteer in or in a volunteer capacity for that educational institution.

(d) *Unlawful acts.*

(1) *Deny use or movement.* It shall be unlawful for any person located on or near the premises or facilities of any educational institution, to willfully or recklessly deny to students, school officials, or invitees:

- (i) Lawful freedom of movement on the premises;
- (ii) Lawful use of the property or facilities of the institution; or
- (iii) The right of lawful ingress and egress to the institution's physical facilities.

(2) *Impede performance.*

(i) *By use of restraint or intimidation.* It shall be unlawful for any person located on the premises of any educational institution or at or in any building or other facility being used by any educational institution, to willfully or recklessly impede a school official of that institution in the lawful performance of his duties, or to willfully or recklessly impede a student of the institution in the lawful pursuit of his educational activities through the use of restraint, abduction, coercion, or intimidation or when force and violence are present or threatened.

(ii) *By engaging in a fight.* It shall be unlawful for any person located on the premises of any educational institution or at or in any building or other facility being used by any educational institution, to willfully or recklessly impede a school official of that institution in the lawful performance of his duties, or to willfully or recklessly impede a student of the institution in the lawful pursuit of his educational activities by engaging in a fight or by engaging in activities that

reasonably appear to the school official to be a fight requiring the intervention of the school official.

(iii) *By refusing to discontinue a fight.* It shall be unlawful for any person located on the premises of any educational institution or at or in any building or other facility being used by any educational institution, to willfully or recklessly impede a school official of that institution in the lawful performance of his duties by refusing to obey an order of the school official to discontinue or stop fighting.

(3) *Refusal to leave premises.* It shall be unlawful for any person to willfully or recklessly refuse or fail to leave the property of or any building or other facility used by any educational institution upon being requested to do so by the chief administrative officer, if such person has committed, is committing, threatens to commit, or has incited or is inciting others to commit any act which would disrupt, impair, interfere with, or obstruct the lawful missions, processes, procedures, or functions of the institution.

(4) *Threat.* It shall be unlawful for any person to knowingly make or convey to another person either in person, in writing, or by electronic means a credible threat to cause bodily injury against a person the actor knows or believes to be a student or school official of an educational institution, or against a person the actor knows or believes to be an invitee who is on the premises of an educational institution.

(e) *Affirmative defense.* It shall be an affirmative defense to subsections (d)(1), (d)(2)(i), or (d)(3) that the defendant was exercising his right to lawful assembly and peaceful and orderly petition for the redress of grievances, including any labor dispute between an educational institution and its employees, any contractor or subcontractor, or any employee thereof.

(f) *Penalty.* Any violation of this section shall be punished by a fine or imprisonment not to exceed the limits established in section 1-5 of this Code.”

Section 2. 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 of constitutionality of the remaining portions of this ordinance. The City Council declares it would have adopted this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 3. This ordinance shall be effective five days after publication following final passage.

INTRODUCED, READ, AND ORDERED PUBLISHED this 28th day of June, 2021.

PASSED, ADOPTED, AND APPROVED this ____ day of _____, 20__.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

Publication Dates: July 1, 2021

REDLINE/STRIKEOVER VERSION

FOR INFORMATION ONLY – NOT PART OF THE ORDINANCE

Underlined indicates new material
~~Strikethrough~~ indicates deleted material

Sec. 62-62. Interference with staff, faculty, or students of educational institutions.

(a) *Short title.* This section is known and may be cited as the "School Interference Ordinance."

(b) *Legislative declaration; purpose.* The city council recognizes that education is crucial to developing the intellectual capacity of citizens and preparing them to become independent and productive members of society. It has also determined that disruptive or criminal behaviors at educational institutions interfere with proper learning environments and negatively impact educational progress. The city council further finds that measures that protect students, staff, and others in educational institutions are necessary to protect the health, safety, and welfare of the public. The purpose of this section is to place on notice those who are on or upon the premises or facilities of any educational institution that they may not impede the lawful performance of the duties by school staff or faculty, and that they may not disrupt, impair, interfere with, or obstruct the processes, procedures, or function of the educational institution.

(c) *Definitions.* As used in this section unless the context requires otherwise:

Chief administrative officer means a person designated as the principal, vice-principal, or dean of an educational institution, or a person occupying a position similar to that of a principal, vice-principal, or a dean, and includes any designee of the principal, vice-principal, or dean charged with maintaining order on the school premises and in its facilities.

Credible threat means a threat or physical action that would cause a reasonable person to be in fear of bodily injury.

Fight means to engage in or take part in any type of loud or disruptive verbal disagreement or argument, or to engage in or take part in any physical scuffle or struggle, including but not limited to biting, boxing, elbowing, grabbing, hitting, kicking, pinching, pulling, punching, pushing, scratching, shoving, slapping, spitting, or throwing an object at another person, except as part of a previously scheduled and school-sanctioned amateur contest of athletic skill.

Impede means to delay, hamper, hinder, obstruct, or otherwise interfere with the discharge of any school official's duties, or the ability of any student to pursue his or her educational activities, even momentarily.

Order means a command, direction, or instruction by a school official to do, to discontinue, or to refrain from doing something. This includes, but is not limited to verbal direction to "get back," "let go," "stop," "stop fighting," "step away," or "step back," or other language or action by a school official that a reasonable person would view as direction to do, to discontinue, or to refrain from doing something.

School official means any person employed by any educational institution, or any person duly authorized by the chief administrative officer of an educational institution to act as a volunteer in or in a volunteer capacity for that educational institution.

(d) Unlawful acts.

(1) Deny use or movement. It shall be unlawful for any person located on or near the premises or facilities of any educational institution, to willfully or recklessly deny to students, school officials, or invitees:

(i) Lawful freedom of movement on the premises;

(ii) Lawful use of the property or facilities of the institution; or

(iii) The right of lawful ingress and egress to the institution's physical facilities.

(2) Impede performance.

(i) By use of restraint or intimidation. It shall be unlawful for any person located on the premises of any educational institution or at or in any building or other facility being used by any educational institution, to willfully or recklessly impede a school official of that institution in the lawful performance of his duties, or to willfully or recklessly impede a student of the institution in the lawful pursuit of his educational activities through the use of restraint, abduction, coercion, or intimidation or when force and violence are present or threatened.

(ii) By engaging in a fight. It shall be unlawful for any person located on the premises of any educational institution or at or in any building or other facility being used by any educational institution, to willfully or recklessly impede a school official of that institution in the lawful performance of his duties, or to willfully or recklessly impede a student of the institution in the lawful pursuit of his educational activities by engaging in a fight or by engaging in activities that reasonably appear to the school official to be a fight requiring the intervention of the school official.

(iii) By refusing to discontinue a fight. It shall be unlawful for any person located on the premises of any educational institution or at or in any building or other facility being used by any educational institution, to willfully or recklessly impede a school official of that institution in the lawful performance of his duties by refusing to obey an order of the school official to discontinue or stop fighting.

(3) Refusal to leave premises. It shall be unlawful for any person to willfully or recklessly refuse or fail to leave the property of or any building or other facility used by any educational institution upon being requested to do so by the chief administrative officer, if such person has committed, is committing, threatens to commit, or has incited

or is inciting others to commit any act which would disrupt, impair, interfere with, or obstruct the lawful missions, processes, procedures, or functions of the institution.

(4) *Threat.* It shall be unlawful for any person to knowingly make or convey to another person either in person, in writing, or by electronic means a credible threat to cause bodily injury against a person the actor knows or believes to be a student or school official of an educational institution, or against a person the actor knows or believes to be an invitee who is on the premises of an educational institution.

(e) *Affirmative defense.* It shall be an affirmative defense to subsections (d)(1), (d)(2)(i), or (d)(3) that the defendant was exercising his right to lawful assembly and peaceful and orderly petition for the redress of grievances, including any labor dispute between an educational institution and its employees, any contractor or subcontractor, or any employee thereof.

(f) *Penalty.* Any violation of this section shall be punished by a fine or imprisonment not to exceed the limits established in section 1-5 of this Code.



REPORT TO CITY COUNCIL ORDINANCE FIRST READING

**AGENDA ITEM
8.C.2.**

TO: THE HONORABLE CITY COUNCIL

DATE: June 28, 2021

SUBJECT: CB21-022 An Ordinance Amending Section 1-5, General Penalty; Continuing Violations, of Chapter 1, General Provisions, and Section 58-41, Classification of Violations, of Article II, Trial by Jury, of Chapter 58, Municipal Court, of the Arvada City Code (Public Hearing to be set for July 19, 2021 at 6:15 p.m.)

Report in Brief

Colorado Revised Statutes have allowed municipal courts to exclude juveniles from the right to jury trial for decades. The reasoning behind excluding juveniles from jury trial processes is to shield juveniles from the stresses and anxiety associated with jury trials, and to allow courts to focus on tasks associated with the rehabilitation and restoration of juveniles. The Arvada Municipal Court wishes to bring the City's jury trial ordinance into alignment with the state juvenile jury trial statute. As a result, the presiding Municipal Court Judge, Kathryn Kurtz, requested that we amend the Arvada City Code to eliminate the possibility of a jury trial in juvenile matters. The Legal team prepared the attached ordinance which removes the possibility of a jury trial for any child under the age of 18. It also removes the possibility that a juvenile may be sentenced to detention as punishment for an offense.

The Arvada team recommends that the City Council approve CB21-022, An Ordinance Amending Section 1-5, General Penalty; Continuing Violations, of Chapter 1, General Provisions, and Section 58-41, Classification of Violations, of Article II, Trial by Jury, of Chapter 58, Municipal Court, of the Arvada City Code and set a public hearing for July 19, 2021 at 6:15 pm.

Financial Impact

There is no financial impact.

Background

Following her appointment as Presiding Municipal Court Judge for the Arvada Municipal Court, Judge Kurtz has reviewed processes, procedures, policies and ordinances associated with the Court. She is very focused on restorative justice and rehabilitation for juveniles who appear in Court who can be supported through the Senior Probation Officer. Judge Kurtz's focus in this area caused her to identify the fact that the current City Code allows juveniles to face jury trials.

Judge Kurtz identified the need to modify the current City Code and has reviewed her recommendation with the City Council's Judicial Committee, the City Attorney's Office, City Manager's Office and the Police Department. The City Council was informally advised of the Judge's intention to modify the ordinance on May 21. All stakeholders who have been briefed regarding this decision have indicated their support.

Discussion

Currently, the Arvada City Code makes juveniles eligible for jury trials in Municipal Court. This no longer comports with best juvenile justice practices, so Judge Kurtz requested the Code be amended to eliminate the possibility of a jury trial in a juvenile matter. The proposed ordinance has several benefits. These benefits include:

- Conforms Municipal Court procedures to Colorado State juvenile court proceedings;

SUBJECT: CB21-022 An Ordinance Amending Section 1-5, General Penalty; Continuing Violations, of Chapter 1, General Provisions, and Section 58-41, Classification of Violations, of Article II, Trial by Jury, of Chapter 58, Municipal Court, of the Arvada City Code (Public Hearing to be set for July 19, 2021 at 6:15 p.m.)

PAGE: 2
ITEM: 8.C.2.

- Aligns Arvada’s juvenile justice processes more closely with the goals of Colorado’s juvenile justice system, which is designed to be less formal and adversarial than regular criminal proceedings;
- Ensures that juveniles will no longer be subjected to the stresses associated with long, drawn-out jury trial cases;
- Provides increased confidentiality for juveniles ticketed with offenses in the Municipal Court;
- Facilitates a more non-adversarial process by which to adjudicate juvenile matters; and
- Allows those involved in juvenile cases to focus on and address the underlying issues causing the child to act out, and to seek outcomes geared toward rehabilitation and restoration.

The proposed ordinance amends sec. 1-5 of the Code by removing the possibility of imprisonment (detention) for juveniles. Next, it amends sec. 58-41 of the Code by clarifying that juveniles are not eligible for a jury trial for any offense heard by the Arvada Municipal Court.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The proposed Ordinance aligns with the Safe Community Priority Area of the City Council Strategic Plan. Specifically, the proposed Ordinance is supports the following Principle within the Safe Community Priority Area:

Provides an independent, fair, and impartial justice system that efficiently processes the Court docket, renders fair and just decisions, and holds all stakeholders accountable.

Alternative Courses of Action

N/A.

Recommendation for Action

The Arvada team recommends that the City Council approve CB21-022, An Ordinance Amending Section 1-5, General Penalty; Continuing Violations, of Chapter 1, General Provisions, and Section 58-41, Classification of Violations, of Article II, Trial by Jury, of Chapter 58, Municipal Court, of the Arvada City Code and set a public hearing for July 19, 2021 at 6:15 pm.

Suggested Motion:

I move that CB21-022, An Ordinance Amending Section 1-5, General Penalty; Continuing Violations, of Chapter 1, General Provisions, and Section 58-41, Classification of Violations, of Article II, Trial by Jury, of Chapter 58, Municipal Court, of the Arvada City Code, be (approved on first reading, ordered published in full, and a public hearing date be set for July 19, 2021 at 6:15 p.m.) (rejected).

Prepared by:
Toni Riebschlager, Law Office Administrator

Reviewed by:

SUBJECT: CB21-022 An Ordinance Amending Section 1-5, General Penalty; Continuing Violations, of Chapter 1, General Provisions, and Section 58-41, Classification of Violations, of Article II, Trial by Jury, of Chapter 58, Municipal Court, of the Arvada City Code (Public Hearing to be set for July 19, 2021 at 6:15 p.m.)

PAGE: 3
ITEM: 8.C.2.

Approved by:

Kathryn Kurtz, Municipal Judge 6/14/2021

Nora Steenson, Deputy City Attorney 6/15/2021

Rachel Morris, City Attorney 6/17/2021

Lorie Gillis, Deputy City Manager 6/17/2021

Mark Deven, City Manager 6/17/2021

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 21- 022
ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 1-5, GENERAL PENALTY; CONTINUING VIOLATIONS, OF CHAPTER 1, GENERAL PROVISIONS, AND SECTION 58-41, CLASSIFICATION OF VIOLATIONS, OF ARTICLE II, TRIAL BY JURY, OF CHAPTER 58, MUNICIPAL COURT, OF THE ARVADA CITY CODE

WHEREAS, section 6 of article XX of the Colorado Constitution grants home rules cities the power to provide, regulate, conduct and control the creation, as well as the powers and duties of municipal courts; and

WHEREAS, section 8.2 of the Charter for the City of Arvada establishes the Municipal Court for the City of Arvada; and

WHEREAS, section 16-10-109(1) of the Colorado Revised Statutes states that no child under the age of eighteen years shall be entitled to a trial by jury for a violation of a municipal offense for which imprisonment in jail is not a possible penalty; and

WHEREAS, the City Council finds that it is in the best interests of juveniles to be protected from the delays, formality, and stresses of an adversarial court system; and

WHEREAS, to the extent practicable, the City Council wishes to conform to state laws all municipal ordinances concerning juvenile justice.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

Section 1. Subsection (a) of section 1-5, General penalty; continuing violations, of Chapter 1, General Provisions, of the Arvada City Code is hereby repealed and reenacted to read as follows:

“Sec. 1-5. General penalty; continuing violations.

(a) Whenever in any provision of this Code or of any other ordinance of the city, the doing of any act is required, prohibited, or declared to be unlawful, any person, who at the time of commission of the offense was at least ten years of age but not yet 18 years of age, and who is convicted of a violation of any such provision shall, for each offense, be fined not more than \$2650.00.”

All other provisions of sec. 1-5 shall remain unchanged.

Section 2. Subsection (b), Right to jury trial, of section 58-41, Classification of violations; right to jury trial, of Article II, Trial by jury, of Chapter 58, Municipal Court, of the Arvada City Code is hereby repealed and reenacted to read as follows:

“Sec. 58-41. Classification of violations; right to jury trial.

(b) *Right to jury trial.* Any defendant charged with a misdemeanor ordinance violation, petty offense, or a misdemeanor traffic offense shall have a right to a trial by jury if, within 21 calendar days after entry of a plea, the defendant files with the court a written jury demand and tenders to the court a jury fee of \$25.00. The jury fee may be waived by the court if the court finds the defendant to be indigent.

Exception: No child under the age of eighteen years shall be entitled to a trial by jury for any municipal ordinance violation, petty offense, misdemeanor traffic offense, or traffic violation.”

All other provisions of sec. 58-41 shall remain unchanged.

Section 3. 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 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 4. Effective date. This ordinance shall take effect five days after publication following final passage.

INTRODUCED, READ, AND ORDERED PUBLISHED this 28th day of June, 2021.

PASSED, ADOPTED AND APPROVED this ____ day of _____, 2021.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney:

By: _____

Publication Dates: July 1, 2021

REDLINE/STRIKEOVER VERSION

FOR INFORMATION ONLY -- NOT PART OF THE ORDINANCE

Underlined indicates new material
Strikethrough indicates deleted material

Sec. 1-5. General penalty; continuing violations.

(a) Whenever in any provision of this Code or of any other ordinance of the city, the doing of any act is required, prohibited, or declared to be unlawful, any person, who at the time of commission of the offense was at least ten years of age but not yet 18 years of age, and who is convicted of a violation of any such provision shall, for each offense, be fined not more than \$2650.00.~~Except as otherwise provided in this Code or in any ordinance whenever, in any provision of this Code or of any other ordinance of the city, the doing of any act is required, prohibited, or declared to be unlawful, any person, who at the time of commission of the offense was at least ten years of age, but not yet 18 years of age, and who is convicted of a violation of any such provision shall, for each offense, be fined not more than \$2,650.00 or shall be sentenced to detention not to exceed ten days, or shall be both so fined and detained.~~

....

Sec. 58-41. Classification of violations; right to jury trial.

....

(b) *Right to jury trial.* Any defendant charged with a misdemeanor ordinance violation, petty offense, or a misdemeanor traffic offense shall have a right to a trial by jury if, within 21 calendar days after entry of a plea, the defendant files with the court a written jury demand and tenders to the court a jury fee of \$25.00. The jury fee may be waived by the court if the court finds the defendant to be indigent.

Exception: No child under the age of eighteen years shall be entitled to a trial by jury for any municipal ordinance violation, petty offense, misdemeanor traffic offense, or traffic violation.

....



REPORT TO CITY COUNCIL ORDINANCE FIRST READING

AGENDA ITEM
8.C.3.

TO: THE HONORABLE CITY COUNCIL

DATE: June 28, 2021

SUBJECT: CB21-023 An Ordinance Annexing Certain Land Into the City of Arvada, 15812 W. 64th Avenue in the County of Jefferson and State of Colorado (Public Hearing to be set for July 19, 2021 at 6:15 p.m.)

Report in Brief

Mr. John Johnson is requesting approval of annexation, rezoning and a Comprehensive Plan amendment.

The applicant is requesting that the 1.93 acre property be annexed into the City with a zoning of Residential 13 (R13). The applicant is also requesting that the 2014 Comprehensive Plan Future Land Use map be amended from Low Density Residential (LDR) to Medium Density Residential (MDR) to accommodate the requested zoning.

The Arvada team recommends that the City Council approve CB21-023, An Ordinance Annexing Certain Land Into the City of Arvada, 15812 W. 64th Avenue in the County of Jefferson and State of Colorado, on first reading, ordered published in full and a public hearing date be set for July 19, 2021 at 6:15 p.m.

Financial Impact

There is no direct financial impact associated with the proposed action.

Background

The subject property is located on the south side of W 64th Avenue with an address of 15812 W 64th Avenue. The property is divided into two lots, a north lot (.93 acres) and a south lot (1.00 acre). The southern lot contains one single family detached residence. The northern lot is vacant except for a driveway providing access to the southern lot and a neighboring property.

Discussion

Approval Criteria from the Planning Commission Report, pages 5 & 6.

Div. 8-3-3 Annexation and Disconnection Approval Criteria	Finding	Rationale
1. The annexation is in accord with the Comprehensive Plan and the best interests of the City would be served by annexation of such property.	Complies	Property is surrounded by City property on all sides. Annexation and zoning would allow the site to be serviced with City utilities and allow for future housing.
2. The property is capable of being integrated into the City and developed in compliance with all applicable provisions of this Code and the Arvada City Code.	Complies	Property is surrounded by City property on all sides. Annexation and zoning would allow the site to be serviced with

		City utilities and allow for future housing.
3. At the time any development of the area proposed to be annexed is completed, there will be capacity to adequately serve residents of such area with all necessary utilities, facilities and public services.	Complies	Property is surrounded by City property on all sides. Annexation and zoning would allow the site to be serviced with City utilities and allow for future housing.

Public Contact

The required neighborhood meeting for this project took place on August 20, 2020. The applicant, City team members and approximately 14 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 7 to 0 to recommend approval to the City Council during the public hearing on June 8, 2021.

Strategic Alignment

This project aligns with the Community and Economic Development Priority Area of the City Council Strategic Plan.

Alternative Courses of Action

NA

Recommendation for Action

The Arvada team recommends that the City Council approve CB21-023, An Ordinance Annexing Certain Land Into the City of Arvada, 15812 W. 64th Avenue in the County of Jefferson and State of Colorado, on first reading, ordered published in full and a public hearing date be set for July 19, 2021 at 6:15 p.m.

Suggested Motion:

I move that CB21-023, An Ordinance Annexing Certain Land Into the City of Arvada, 15812 W. 64th Avenue in the County of Jefferson and State of Colorado, be (approved on first reading, ordered published in full and a public hearing date be set for July 19, 2021 at 6:15 p.m.) (rejected).

This motion is based on the findings of fact adopted by Planning Commission (if approved).

This motion is based on the following findings of fact for denial: (Recite approval criteria you believe the evidence fails to satisfy and your reasons).

Prepared by:
Stephanie Wallace, Administrative Specialist

Reviewed by:

SUBJECT: CB21-023 An Ordinance Annexing Certain Land Into the City of Arvada, 15812 W. 64th Avenue in the County of Jefferson and State of Colorado (Public Hearing to be set for July 19, 2021 at 6:15 p.m.)

PAGE: 3
ITEM: 8.C.3.

Approved by:

Shane Greenburg, Planner II	6/10/2021
Josie Suk, Development Systems and Administrative Manager	6/14/2021
Robert Smetana, Manager of City Planning and Development	6/14/2021
Ryan Stachelski, Director of Community and Economic Development	6/16/2021
Gail Walker, Legal Specialist-Contracts	6/16/2021
Emily Grogg, Senior Assistant City Attorney	6/16/2021
Rachel Morris, City Attorney	6/17/2021
Lorie Gillis, Deputy City Manager	6/17/2021
Mark Deven, City Manager	6/17/2021

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 21-023
ORDINANCE NO.

AN ORDINANCE ANNEXING CERTAIN LAND INTO THE CITY OF ARVADA,
15812 W. 64TH AVENUE IN THE COUNTY OF JEFFERSON AND STATE OF
COLORADO

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

Section 1. The City Council of the City of Arvada, State of Colorado, having examined the filings and the annexation map for certain real property more fully described in said map finds as follows:

1. That a petition for annexation, together with four copies of the annexation map as required by law, was filed with the City by the owners of over fifty percent of the area of the territory hereinafter described, exclusive of public streets and alleys, and comprising more than fifty percent of the landowners of the property to be annexed.
2. That the City, by resolution at a properly noticed meeting accepted said petition and found and determined that the applicable parts of the Municipal Annexation Act of 1965, as amended, and Section 30 of Article II of the Colorado Constitution have been met and further determined that an election was not required under the Act and that no additional terms and conditions were imposed upon said annexation.
3. That the area proposed to be annexed meets the applicable requirements of Sections 31-12-104 and 31-12-105, C.R.S., and is therefore eligible for annexation to the City of Arvada.

Section 2. The following described real property, situated in the County of Jefferson, State of Colorado, be and the same hereby is annexed to the City of Arvada, to wit:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 12,
TOWNSHIP 3 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN:

More particularly described in attached Exhibit A.

Section 3. The Mayor is hereby authorized to execute, the City Clerk to attest, in form approved by the City Attorney, an Annexation Agreement pertaining to the property owned by the Petitioners.

Section 4. The Clerk of the City shall perform all statutory duties to complete said annexation.

Section 5. This Ordinance shall be effective five days after publication following final passage.

INTRODUCED, READ, AND ORDERED PUBLISHED this 28th day of June. 2021.

PASSED, ADOPTED, AND APPROVED this ____ day of _____, 2021.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

Publication Dates: July 1, 2021

15812 W. 64th Avenue Legal Description

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 12 BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH A 2-1/2 INCH DIAMETER ALUMINUM CAP SET BY PLS 36561 IN A RANGE BOX WHENCE THE NORTHWEST CORNER OF SAID SECTION 12 BEING MONUMENTED BY A FOUND 1-1/2 INCH DIAMETER ILLEGIBLE BRASS CAP SET IN CONCRETE IN A RANGE BOX IS ASSUMED TO BEAR NORTH 89°19'10" WEST, A DISTANCE OF 2619.18 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 84°30'42" WEST A DISTANCE OF 511.81 FEET TO THE SOUTHEAST CORNER OF PARCEL CONVEYED TO CITY OF ARVADA BY AGREEMENT RECORDED AT RECEPTION NO. F1268756, AND A POINT ON THE EASTERLY LINE OF THE PROPERTY DESCRIBED IN DEED RECORDED AT RECEPTION NUMBER 713877 AT JEFFERSON COUNTY CLERK AND RECORDER, BEING THE **POINT OF BEGINNING**;

THENCE SOUTH 00°00'19" EAST A DISTANCE OF 134.95 FEET ALONG SAID EASTERLY LINE TO THE SOUTHEAST CORNER OF THE PARCEL DESCRIBED IN DEED RECORDED AT RECEPTION NUMBER 713877, ALSO BEING THE NORTHEAST CORNER OF THE PARCEL DESCRIBED IN DEED RECORDED AT RECEPTION NUMBER 2007034297;

THENCE SOUTH 00°00'19" EAST A DISTANCE OF 250.07 FEET TO THE SOUTHEAST CORNER OF THE PARCEL DESCRIBED IN DEED RECORDED AT RECEPTION NUMBER 2007034297;

THENCE NORTH 89°24'13" WEST A DISTANCE OF 174.93 FEET ALONG THE SOUTHERLY LINE TO THE SOUTHWEST CORNER OF THE PARCEL DESCRIBED IN DEED RECORDED AT RECEPTION NUMBER 2007034297;

THENCE NORTH 00°09'25" WEST A DISTANCE OF 250.41 FEET TO THE NORTHWEST CORNER OF THE PARCEL DESCRIBED IN DEED RECORDED AT RECEPTION NUMBER 2007034297, ALSO BEING A POINT ON THE SOUTHERLY LINE OF THE PARCEL DESCRIBED IN DEED RECORDED AT RECEPTION NUMBER 713877;

THENCE NORTH 89°17'35" WEST A DISTANCE OF 124.66 FEET ALONG SAID SOUTHERLY LINE TO THE SOUTHWEST CORNER OF THE PARCEL DESCRIBED IN THE DEED RECORDED AT RECEPTION NUMBER 713877;

THENCE NORTH 00°00'19" WEST A DISTANCE OF 134.82 FEET ALONG THE WESTERLY LINE OF THE PARCEL DESCRIBED IN THE DEED RECORDED AT RECEPTION NUMBER 713877 TO THE SOUTHWEST CORNER OF PARCEL CONVEYED TO CITY OF ARVADA BY AGREEMENT RECORDED AT RECEPTION NO. F1268756;

THENCE SOUTH 89°19'10" EAST A DISTANCE OF 300.26 FEET ALONG THE SOUTHERLY LINE OF THE PARCEL CONVEYED TO CITY OF ARVADA BY AGREEMENT RECORDED AT RECEPTION NO. F1268756 TO THE **POINT OF BEGINNING**.

SAID DESCRIPTION CONTAINING A CALCULATED AREA OF 84,352 SQUARE FEET OR 1.936 ACRE, MORE OR LESS.

NAME OF ANNEXATION:

15812 W 64TH AVE ANNEXATION

APPROXIMATE LOCATION:

15812 W 64TH AVE

**PETITION FOR ANNEXATION OF UNINCORPORATED
TERRITORY IN THE COUNTY OF Jefferson,
STATE OF COLORADO, TO THE CITY OF ARVADA,
STATE OF COLORADO**

TO THE MAYOR AND THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

The undersigned in accordance with the Municipal Annexations Act of 1965, Chapter 31, Article 12, C.R.S. 1973, as amended, hereby petitions the City Council of the City of Arvada for annexation to the City of Arvada of the following described unincorporated territory located in the County of Jefferson, State of Colorado, to wit:

LEGAL DESCRIPTION

In support of the said Petition, your Petition alleges that:

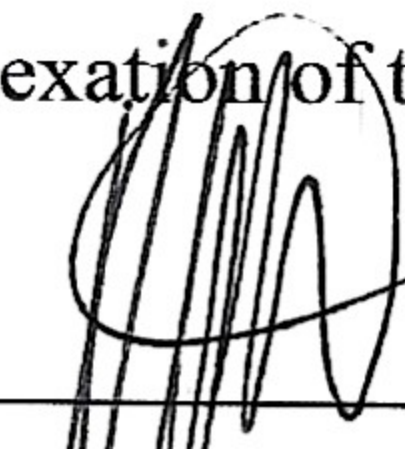
1. It is desirable and necessary that the above-described territory be annexed to the City of Arvada.
2. No less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City of Arvada.
3. A community of interest exists between the territory proposed to be annexed and the City of Arvada.
4. The territory proposed to be annexed is urban or will be urbanized in the future.
5. The territory proposed to be annexed is integrated or is capable of being integrated with the City of Arvada.
6. No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
 - a. is divided into separate parts or parcels without the written consent of the landowner or landowners thereof.
 - b. comprising twenty acres or more which, together with the buildings and improvements situated thereon, has an assessed value in excess of two-hundred thousand dollars for an ad valorem tax purpose for the year preceding the annexation is included within the territory proposed to be annexed, without the written consent of the landowner or landowners thereof.
7. No annexation proceedings have been commenced by another municipality for the annexation of part or all of the area proposed herein to be annexed to Arvada.
8. Annexation of the territory proposed to be annexed will not result in detachment of area from any school district and the attachment of the same to another school district.
9. The Signer(s) of the Petition comprise(s) the landowner(s) of one hundred percent of the territory included in the area proposed to be annexed, exclusive of streets and alleys and any landowner by the annexing municipality.

Your Petitioner(s) further request(s) that the City of Arvada approve the annexation of the area proposed to be annexed.

Owner's Signature

Address:

Date of signing:


15812 W 64TH AVE, ARVADA CO 80007
1 JUNE 2021

AFFIDAVIT OF CIRCULATOR

STATE OF COLORADO)
) ss.
COUNTY OF Jefferson)

John Johnson, being duly sworn, upon oath, deposes and states:

1. That the affiant circulated the Petition for Annexation for the purpose of obtaining the Signature(s) of the above Petitioner(s).
2. That each signature thereon is the signature of the person whose name it purports to be.

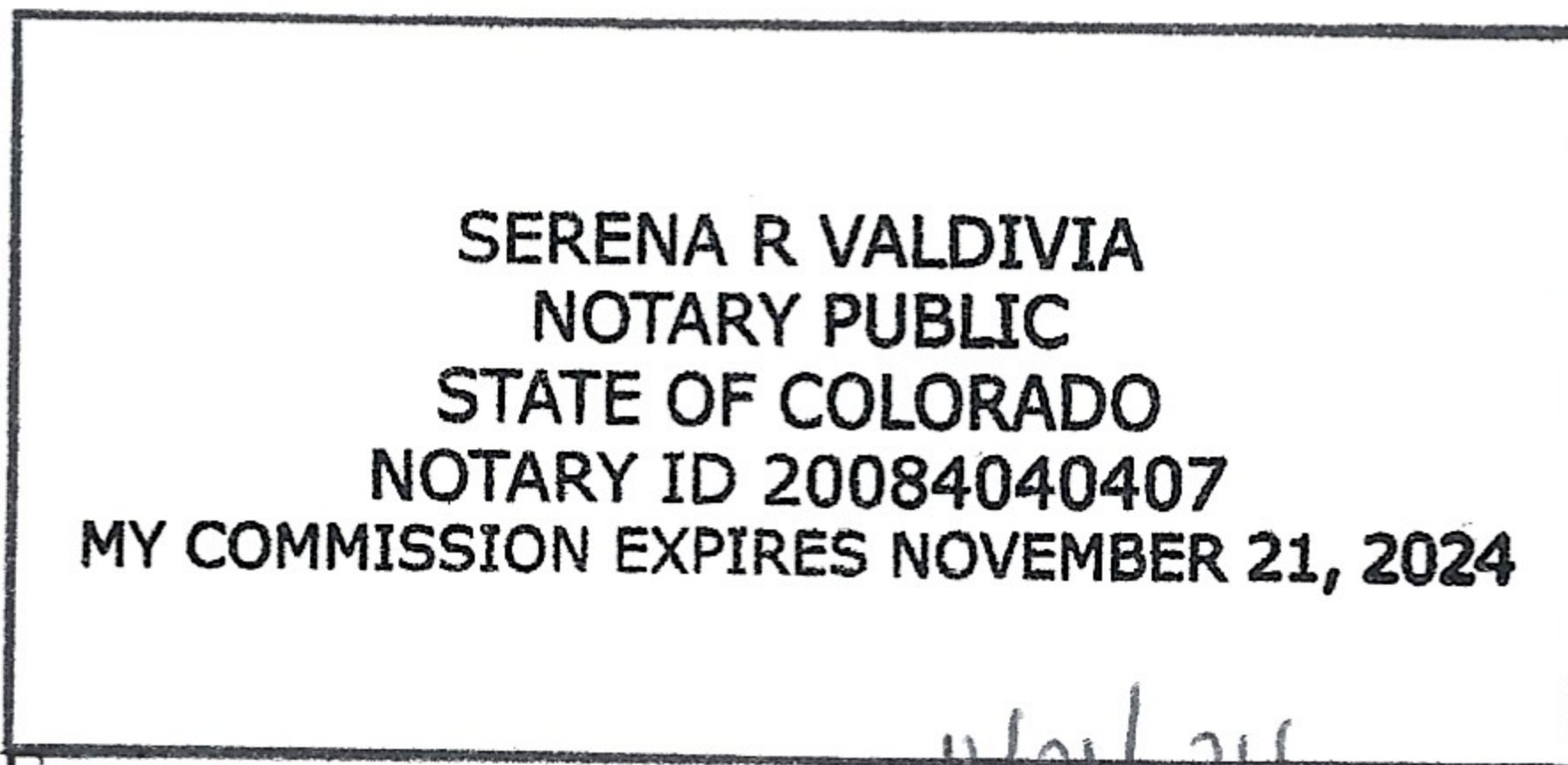
NOTARY CERTIFICATE

STATE OF COLORADO)
) ss.
COUNTY OF Jefferson)

Subscribed and sworn to before me this 1 day of June, 20 21

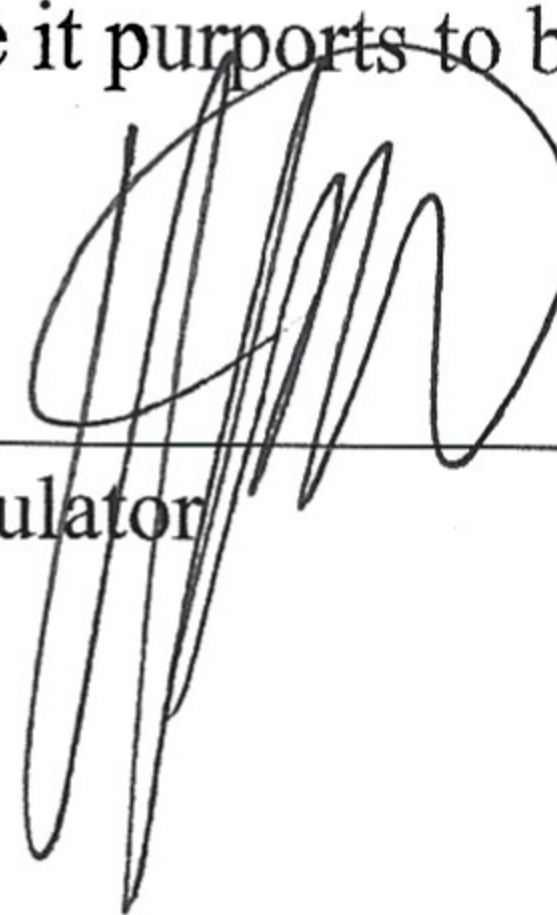
Witness my hand and official seal.

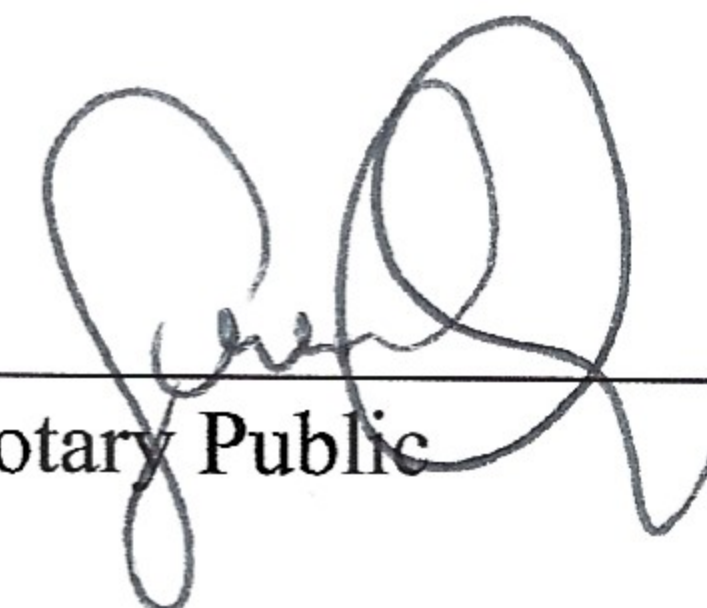
(SEAL)



My Commission Expires:

11/21/24


Circulator


Notary Public

MAYORS HILL ANNEXATION MAP

PARCELS OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF JEFFERSON, STATE OF COLORADO
SHEET 1 OF 1

ANNEXATION DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 12 BEING MONUMENTED BY A FOUND NO. 6 BEAR WITH A 3-1/2" DIAMETER ALUMINUM CAP SET BY PLS 36501 IN A RANGE BOX WHENCE THE NORTHWEST CORNER OF SAID SECTION 12 BEING MONUMENTED BY A FOUND NO. 6 BEAR WITH A 3-1/2" DIAMETER ALUMINUM CAP SET BY PLS 36501 IN A RANGE BOX BEING ASSUMED TO BEAR NORTH 89°11'10" WEST A DISTANCE OF 215.18 FEET INITIAL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO.

THENCE SOUTH 89°09'19" WEST A DISTANCE OF 514.41 FEET TO THE SOUTHEAST CORNER OF PARCEL, CONVEYED TO CITY OF ARVADA BY AGREEMENT RECORDED AT RECEPTION NO. F178976, AND A POINT ON THE EASTERN LINE OF THE PROPERTY DESCRIBED IN DEED RECORDED AT RECEPTION NUMBER 713877 AT JEFFERSON COUNTY CLERK AND RECORDER, BEING THE POINT OF BEGINNING.

THENCE SOUTH 89°09'19" EAST A DISTANCE OF 134.85 FEET ALONG SAID EASTERN LINE TO THE SOUTHEAST CORNER OF THE PARCEL DESCRIBED IN DEED RECORDED AT RECEPTION NUMBER 20704297.

THENCE SOUTH 89°09'19" EAST A DISTANCE OF 250.07 FEET TO THE SOUTHEAST CORNER OF THE PARCEL DESCRIBED IN DEED RECORDED AT RECEPTION NUMBER 20704297.

THENCE NORTH 89°24'13" WEST A DISTANCE OF 174.03 FEET ALONG THE SOUTHERLY LINE TO THE SOUTHWEST CORNER OF THE PARCEL DESCRIBED IN DEED RECORDED AT RECEPTION NUMBER 20704297.

THENCE NORTH 89°09'19" WEST A DISTANCE OF 620.64 FEET TO THE NORTHWEST CORNER OF THE PARCEL, DESCRIBED IN DEED RECORDED AT RECEPTION NUMBER 20704297, ALSO BEING A POINT ON THE SOUTHERLY LINE OF THE PARCEL DESCRIBED IN DEED RECORDED AT RECEPTION NUMBER 713877.

THENCE NORTH 89°17'07" WEST A DISTANCE OF 154.85 FEET ALONG SAID SOUTHERLY LINE TO THE SOUTHWEST CORNER OF THE PARCEL DESCRIBED IN THE DEED RECORDED AT RECEPTION NUMBER 713877.

THENCE NORTH 89°09'19" WEST A DISTANCE OF 154.85 FEET ALONG THE WESTERLY LINE OF THE PARCEL DESCRIBED IN THE DEED RECORDED AT RECEPTION NUMBER 20704297, ALSO BEING A POINT ON THE SOUTHERLY LINE OF THE PARCEL DESCRIBED IN DEED RECORDED AT RECEPTION NUMBER 713877.

THENCE SOUTH 89°09'19" EAST A DISTANCE OF 300.26 FEET ALONG THE SOUTHERLY LINE OF THE PARCEL CONVEYED TO CITY OF ARVADA BY AGREEMENT RECORDED AT RECEPTION NO. F178976 TO THE POINT OF BEGINNING.

SAID DESCRIPTION CONTAINING A CALCULATED AREA OF 84.332 SQUARE FEET OR 1.959 ACRE, MORE OR LESS.

NOTES

THIS MAP IS PREPARED EXCLUSIVELY FOR ANNEXATION PURPOSES ONLY. IT IS NOT TO BE USED FOR ANY OTHER PURPOSE AND SHOULD NOT BE CONSTRUED AS A BOUNDARY SURVEY.

THE LINEAL UNIT USED IN THE PREPARATION OF THIS ANNEXATION PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS ANNEXATION PLAT WITHIN TWO YEARS FROM THE DATE OF RECORDATION OF THIS ANNEXATION PLAT. ANY DEFECT IN THIS ANNEXATION PLAT SHALL BE CONSIDERED VOID UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

OWNERSHIP INFORMATION, AS SHOWN HEREON, WAS OBTAINED FROM THE JEFFERSON COUNTY ASSESSORS OFFICE.

BASIS OF BEARINGS

BEARINGS SHOWN ON THIS PLAT ARE BASED UPON THE NORTH LINE OF THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN BEING ASSUMED TO BEAR NORTH 89°19'19" WEST, 261°18'18" FEET, MONUMENTED AS SHOWN HEREON.

SURVEYOR'S CERTIFICATION

I, KEVIN J. KUCHARCZYK, A LICENSED SURVEYOR IN THE STATE OF COLORADO, CERTIFY THE ABOVE DESCRIBED ANNEXATION PLAT WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND IN ACCORDANCE WITH STATUTES TITLE 38-105-104 THAT AN EXACT COPY OF THE PERIMETER TO BE ANNEXED IS CONTIGUOUS WITH AN EXISTING MUNICIPALITY. THIS MAP WAS PREPARED IN ACCORDANCE WITH APPLICABLE STANDARDS OF SURVEYING PRACTICE AND I AM NOT PROVIDING ANY GUARANTEE OR WARRANTY OF ANY KIND. THIS CERTIFICATION IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

CONTIGUITY STATEMENT

TOTAL PERIMETER OF AREA CONSIDERED FOR ANNEXATION = 1370.10 FEET
ONE-SIXTH OF TOTAL PERIMETER OF AREA = 228.35 FEET

PERIMETER OF THE AREA CONTIGUOUS WITH EXISTING CITY LIMITS = 986.03 FEET
THE TOTAL CONTIGUOUS PERIMETER IS 72.82%, WHICH EXCEEDS THE 1/6 AREA REQUIRED

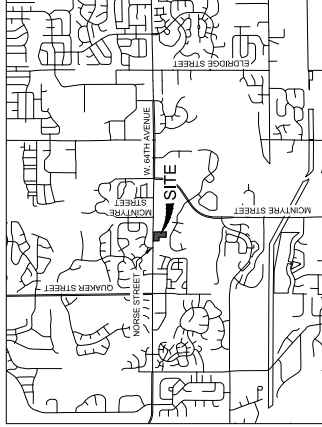
APPROVAL CERTIFICATE

APPROVED FOR FILING BY THE CITY OF ARVADA THIS _____ DAY OF _____ 20____

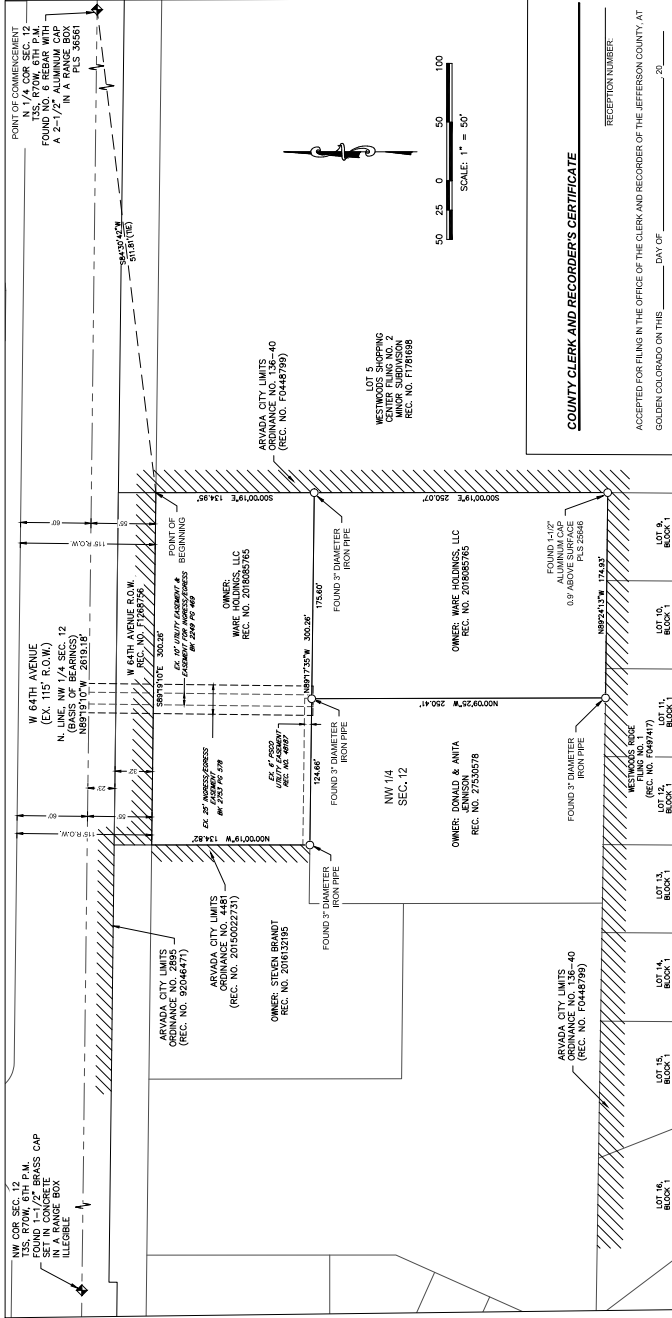
MAYOR _____ ATTEST: _____

CITY CLERK _____

ORDINANCE NUMBER(S): _____



VICINITY MAP
SCALE: 1" = 3000'



COUNTY CLERK AND RECORDER'S CERTIFICATE

RECEPTION NUMBER _____

ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF THE JEFFERSON COUNTY, AT GOLDEN COLORADO ON THIS _____ DAY OF _____ 20____ AT _____ O'CLOCK.

BY: _____ JEFFERSON COUNTY CLERK AND RECORDER

BY: _____ DEPUTY CLERK

City of Arvada
Community and Economic Development Department
PUBLIC HEARING STAFF REPORT

15812 W 64th Avenue Annexation
Annexation, Rezoning and Comprehensive Plan Amendment
DA2020-0123

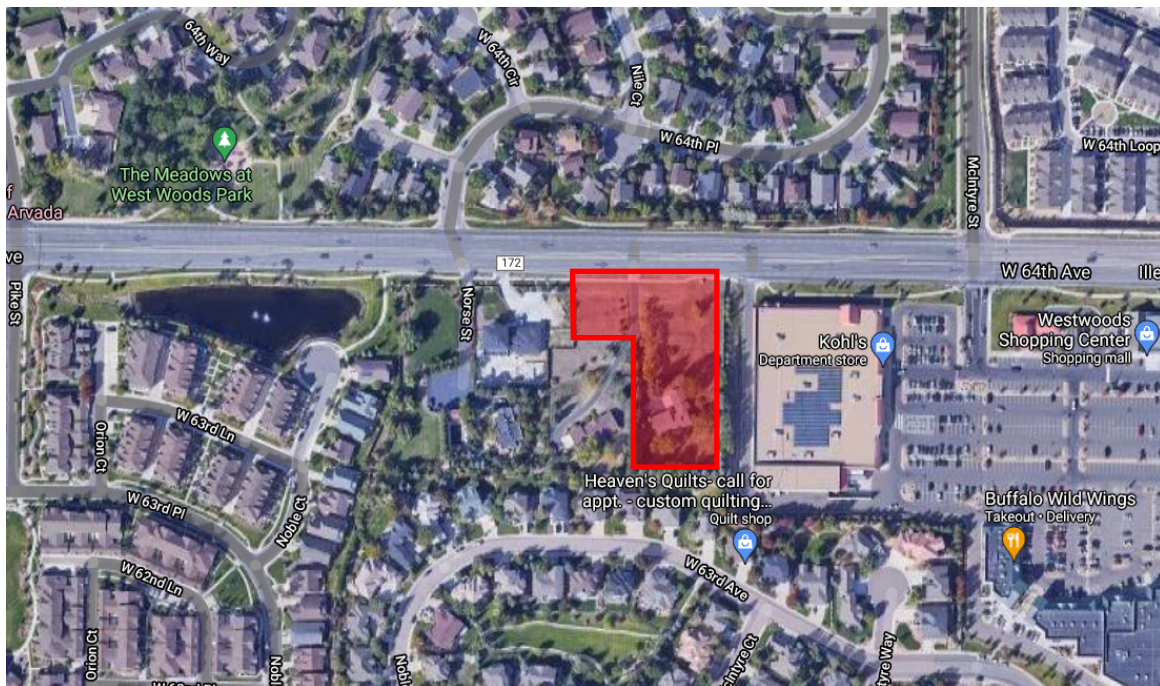
NATURE OF REQUEST

Mr. John Johnson is requesting approval of annexation, rezoning and a Comprehensive Plan amendment.

The applicant is requesting that the 1.93 acre property be annexed into the city with a zoning of Residential 13 (R-13). The applicant is also requesting that the 2014 Comprehensive Plan Future Land Use map be amended from Low Density Residential (LDR) to Medium Density Residential (MDR) to accommodate the requested zoning.

LOCATION AND HISTORY

The subject property is located on the south side of W 64th Avenue with an address of 15812 W 64th Avenue. The property is divided into two lots, a north lot (.93 acres) and a south lot (1.00 acre). The southern lot contains one single family detached residence. The northern lot is vacant except for a driveway providing access to the southern lot and a neighboring property.



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 August 20, 2020. The applicant, staff, and 14 neighbors were in attendance.

The meeting was held virtually due to Coronavirus restrictions. The neighbors in attendance expressed strong concerns with the applicant's initial proposal to zone the property as Mixed Use Suburban (MX-S). Their concerns included allowance of commercial uses, density, and allowed heights of 45 feet. The primary concern was the height allowance. To address the concerns of those present in the meeting, the applicant agreed to change the zoning request to Residential 13 (R-13) which limits building heights to 35 feet and allows only residential uses.

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: Written notices were 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. An affidavit of mailing verifying this requirement has been met.

Posted Notice: A sign notifying the public of the hearing was posted on the subject property over 15 days prior to the hearing. The applicant has provided a posting log verifying that this requirement has been met.

Published Notice: The required notice has been published.

SEVERED MINERAL RIGHTS

County records indicate that no severed mineral rights exist on the property.

DEVELOPMENT REVIEW TIMELINE

The complete initial development application was received by the city on November 6, 2020. The review was completed on December 3, 2020. The review took approximately 4 weeks. The applicant had several delays in resubmitting the application. All City reviews were completed on time.

ALIGNMENT WITH CITY COUNCIL STRATEGIC PLAN

This project is consistent with the City Council Strategic Plan principles for the Community and Economic Development work system.

The project also aligns with Vibrant Community and Neighborhoods principles - Improves access to quality housing that is affordable to a broad range of income levels and provides resources, housing, and neighborhood assistance services to Arvada residents, neighborhoods, property owners, and stakeholders.

This proposed annexation and zoning will allow for future housing to be built.

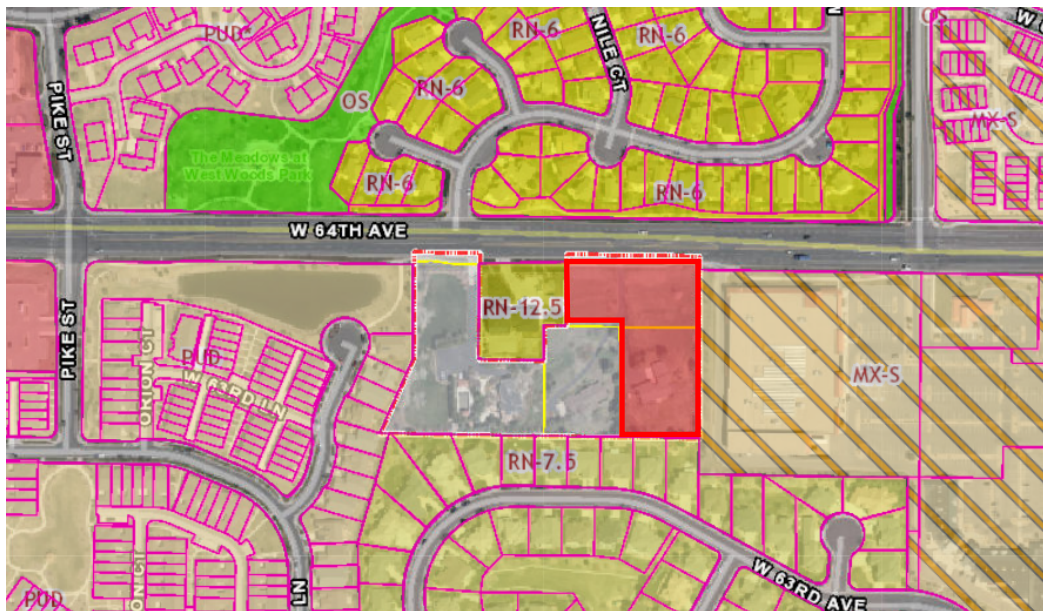
ZONING AND LAND USE

The subject property is currently zoned Jefferson County A-2 (Agriculture 2) and is approximately 1.93 acres in size.

Surrounding properties are zoned and utilized as follows:

Direction	Zoning	Actual Use
North	RN-6 (Residential Neighborhood 6) Across W 64 th Ave.	Single Family Detached Residential
South	RN-7.5 (Residential Neighborhood 7.5)	Single Family Detached Residential
East	MX-S (Mixed Use Suburban)	Commercial
West	RN-12.5 (Residential Neighborhood 12.5) JeffCo A-2 (Agricultural 2)	Single Family Detached Residential

The applicant is requesting a zoning of Residential 13 (R-13).



Existing zoning map

PROJECT ANALYSIS

Annexation

Applicant requests to annex the entire 1.93 acre site into the city.

Compliance with the Comprehensive Plan

Requested zoning of Residential 13 (R-13) is not compliant with the current Comprehensive Plan Future Land Use map designation of Low Density Residential which allows density of six units per acre. Applicant is requesting a Comprehensive Plan amendment from Low Density Residential (LDR) to Medium Density Residential (MDR).

Staff supports the change due to the property's proximity to a busy arterial street to the north and commercial use to the east. Applicant justifies the change as a necessity to increase the marketability of a property close to a busy arterial street.

Compliance with Other Applicable Plans

No other plans affect this property

Setbacks

The setbacks will comply with the requirements of the R13 zoning district.

Building Height

Building height will comply with the requirements of the R13 zoning district.

Open Space

Open space requirements will need to be met with any future Site Plan application.

Landscaping, Buffering and Fencing

The request is for an annexation and there are no buildings proposed at this time. Landscaping, buffering, and fencing requirements would need to be met with any future Site Plan application.

Parks

The request is for an annexation and there are no new buildings proposed at this time. Park dedication and fees are required for the existing single family home. Additional dedication and fees would be assessed upon a future Site Plan or subdivision application.

Building Design

The request is for an annexation and there are no buildings proposed at this time.

Circulation and Connectivity

No changes to the circulation and connectivity are proposed or required.

Grading and Drainage

No changes to grading and drainage are proposed or required.

Parking and Loading

No changes to parking and loading are proposed or required.

Utility Services

City water and sewer will be provided to the site.

Police and Fire Protection

APD and AFD will provide services to the property.

School District

The request is for an annexation and there are no new buildings proposed at this time. School dedication and fees are required for the existing single family home. Additional dedication and fees would be assessed upon a future site plan application.

LAND DEVELOPMENT CODE APPROVAL CRITERIA

It is the responsibility of the applicant to justify the requested land use application. The Planning Commission should make a recommendation to the City Council based on its findings regarding the approval criteria shown in the table(s) below and upon testimony heard during the public hearing as it applied to the criteria.

Staff performed an analysis of the proposal, based on the approval criteria listed in Section 3 of the Land Development Code, and presents the following findings:

Div. 8-3-3 Annexation and Disconnection Approval Criteria	Finding	Rationale
1. The annexation is in accord with the Comprehensive Plan and the best interests of the City would be served by annexation of such property.	Complies	Property is surrounded by city property on all sides. Annexation and zoning would allow the site to be serviced with city utilities and allow for future housing.
2. The property is capable of being integrated into the City and developed in compliance with all applicable provisions of this Code and the Arvada City Code.	Complies	Property is surrounded by city property on all sides. Annexation and zoning would allow the site to be serviced with city utilities and allow for future housing.
3. At the time any development of the area proposed to be annexed is completed, there will be capacity to adequately serve residents of such area with all necessary utilities, facilities and public services.	Complies	Property is surrounded by city property on all sides. Annexation and zoning would allow the site to be serviced with city utilities and allow for future housing.

Div. 8-3-4 Zoning and Rezoning Approval Criteria	Finding	Rationale
1. The rezoning is consistent with the Arvada Comprehensive Plan, or an adopted sub-area plan, corridor plan, or urban renewal plan, or	Complies	The applicant is requesting that the comprehensive plan be amended to allow for the proposed zoning. Staff

reflects conditions that have changed since the adoption of the Comprehensive Plan.		supports the change due to the property's proximity to a busy arterial street to the north and commercial use to the east.
2. The intended land use is consistent with the stated intent of the proposed zoning district.	Complies	The intended use is consistent with the proposed zoning.
3. Facilities and services (including sewage and waste disposal, water, gas, electricity, police and fire protection, and roads and transportation, as applicable) will, prior to development, be available to serve the subject property while maintaining adequate levels of service to existing development.	Complies	A necessary facilities and services will be available to the property prior to development.
4. The intended land use for which the rezoning is sought will not result in significant adverse impacts upon the natural environment, including air, water, noise, stormwater management, wildlife, and vegetation, or such impacts will be substantially mitigated.	Complies	The intended land use will not result in significant adverse impacts to the natural environment.
5. The rezoning is consistent with the character of existing or planned development on adjacent properties and in the surrounding area or neighborhood, or measures will be taken to substantially buffer or otherwise substantially mitigate any negative impacts.	Complies	The proposed rezoning is consistent with the existing and planned development in the neighborhood.

STAFF RECOMMENDATION

Based upon project analysis and review of the Land Development Code approval criteria, staff recommends approval of the project.



REPORT TO CITY COUNCIL ORDINANCE FIRST READING

AGENDA ITEM
8.C.4.

TO: THE HONORABLE CITY COUNCIL

DATE: June 28, 2021

SUBJECT: CB21-024 An Ordinance Rezoning Certain Land Within the City of Arvada, from Jefferson County A-2 (Agricultural) to City of Arvada R-13 (Residential 13), and Amending the Official Zoning Maps of the City of Arvada, Colorado, Located at 15812 W 64th Avenue (Public Hearing to be set for July 19, 2021 at 6:15 p.m.)

Report in Brief

Mr. John Johnson is requesting approval of annexation, rezoning and a Comprehensive Plan amendment.

The applicant is requesting that the 1.93 acre property be annexed into the City with a zoning of Residential 13 (R-13). The applicant is also requesting that the 2014 Comprehensive Plan Future Land Use map be amended from Low Density Residential (LDR) to Medium Density Residential (MDR) to accommodate the requested zoning.

The Arvada team recommends that the City Council approve CB21-024, An Ordinance Rezoning Certain Land Within the City of Arvada, from Jefferson County A-2 (Agricultural) to City of Arvada R-13 (Residential 13), and Amending the Official Zoning Maps of the City of Arvada, Colorado, Located at 15812 W 64th Avenue, on first reading, ordered published in full and a public hearing date be set for July 19, 2021 at 6:15 p.m.

Financial Impact

There is no direct financial impact associated with the proposed action.

Background

The applicant is requesting that the 1.93 acre property be annexed into the City with a zoning of Residential 13 (R-13). The applicant is also requesting that the 2014 Comprehensive Plan Future Land Use map be amended from Low Density Residential (LDR) to Medium Density Residential (MDR) to accommodate the requested zoning.

The subject property is located on the south side of W 64th Avenue with an address of 15812 W 64th Avenue. The property is divided into two lots, a north lot (.93 acres) and a south lot (1.00 acre). The southern lot contains one single family detached residence. The northern lot is vacant except for a driveway providing access to the southern lot and a neighboring property.

Discussion

Approval Criteria from the Planning Commission Report pages 5 & 6.

Div. 8-3-4 Zoning and Rezoning Approval Criteria	Finding	Rationale
1. The rezoning is consistent with the Arvada Comprehensive Plan, or an adopted sub-area plan, corridor plan, or urban renewal plan, or reflects	Complies	The applicant is requesting that the comprehensive plan be amended to allow for the proposed zoning. The Arvada team supports the change

SUBJECT: CB21-024 An Ordinance Rezoning Certain Land Within the City of Arvada, from Jefferson County A-2 (Agricultural) to City of Arvada R-13 (Residential 13), and Amending the Official Zoning Maps of the City of Arvada, Colorado, Located at 15812 W 64th Avenue (Public Hearing to be set for July 19, 2021 at 6:15 p.m.)

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ITEM: 8.C.4.

conditions that have changed since the adoption of the Comprehensive Plan.		due to the property's proximity to a busy arterial street to the north and commercial use to the east.
2. The intended land use is consistent with the stated intent of the proposed zoning district.	Complies	The intended use is consistent with the proposed zoning.
3. Facilities and services (including sewage and waste disposal, water, gas, electricity, police and fire protection, and roads and transportation, as applicable) will, prior to development, be available to serve the subject property while maintaining adequate levels of service to existing development.	Complies	A necessary facilities and services will be available to the property prior to development.
4. The intended land use for which the rezoning is sought will not result in significant adverse impacts upon the natural environment, including air, water, noise, stormwater management, wildlife, and vegetation, or such impacts will be substantially mitigated.	Complies	The intended land use will not result in significant adverse impacts to the natural environment.
5. The rezoning is consistent with the character of existing or planned development on adjacent properties and in the surrounding area or neighborhood, or measures will be taken to substantially buffer or otherwise substantially mitigate any negative impacts.	Complies	The proposed rezoning is consistent with the planned character of the surrounding neighborhood.

Public Contact

The required neighborhood meeting for this project took place on August 20, 2020. The applicant, Arvada team members and approximately 14 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 7 to 0 to recommend approval/denial to the City Council during a public hearing on June 8, 2021.

Strategic Alignment

This project aligns with the Community and Economic Development Priority Area of the City Council Strategic Plan.

Alternative Courses of Action

NA

Recommendation for Action

The Arvada team recommends that the City Council approve CB21-024, An Ordinance Rezoning Certain Land Within the City of Arvada, from Jefferson County A-2 (Agricultural) to City of Arvada R-13 (Residential 13), and Amending the Official

SUBJECT: CB21-024 An Ordinance Rezoning Certain Land Within the City of Arvada, from Jefferson County A-2 (Agricultural) to City of Arvada R-13 (Residential 13), and Amending the Official Zoning Maps of the City of Arvada, Colorado, Located at 15812 W 64th Avenue (Public Hearing to be set for July 19, 2021 at 6:15 p.m.)

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ITEM: 8.C.4.

Zoning Maps of the City of Arvada, Colorado, Located at 15812 W 64th Avenue, on first reading, ordered published in full and a public hearing date be set for July 19, 2021 at 6:15 p.m.

Suggested Motion:

I move that CB21-024, An Ordinance Rezoning Certain Land Within the City of Arvada, from Jefferson County A-2 (Agricultural) to City of Arvada R-13 (Residential 13), and Amending the Official Zoning Maps of the City of Arvada, Colorado, Located at 15812 W 64th Avenue, be (approved on first reading, ordered published in full and a public hearing date be set for July 19, 2021 at 6:15 p.m.) (rejected).

This motion is based on the findings of fact adopted by Planning Commission (if approved).

This motion is based on the following findings of fact for denial: (Recite approval criteria you believe the evidence fails to satisfy and your reasons).

Prepared by:
Stephanie Wallace, Administrative Specialist

Reviewed by:

Approved by:

Shane Greenburg, Planner II	6/10/2021
Josie Suk, Development Systems and Administrative Manager	6/14/2021
Robert Smetana, Manager of City Planning and Development	6/14/2021
Ryan Stachelski, Director of Community and Economic Development	6/14/2021
Gail Walker, Legal Specialist-Contracts	6/15/2021
Emily Grogg, Senior Assistant City Attorney	6/16/2021
Rachel Morris, City Attorney	6/17/2021
Lorie Gillis, Deputy City Manager	6/17/2021
Mark Deven, City Manager	6/17/2021

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 21-024
ORDINANCE NO.

AN ORDINANCE REZONING CERTAIN LAND WITHIN THE CITY OF ARVADA, FROM JEFFERSON COUNTY A-2 (AGRICULTURAL) TO CITY OF ARVADA R-13 (RESIDENTIAL 13) AND AMENDING THE OFFICIAL ZONING MAPS OF THE CITY OF ARVADA, COLORADO, LOCATED AT 15812 W. 64TH AVENUE FROM LOW DENSITY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL

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

Section 1. The following described property is hereby rezoned from Jefferson County A-2 (Agricultural) to City of Arvada R-13 (Residential 13).

A PARCEL OF LAND DESCRIBED ON THE ATTACHED EXHIBIT A.

Section 2. The Official Zoning Maps of the City of Arvada are hereby amended in accordance herewith.

Section 3. This ordinance shall be effective fifteen days after publication following final passage.

INTRODUCED, READ, AND ORDERED PUBLISHED this 28th day of June, 2021.

PASSED, ADOPTED, AND APPROVED this _____ day of _____, 2021.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

Publication Dates: July 1, 2021

15812 W. 64th Avenue Legal Description

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 12 BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH A 2-1/2 INCH DIAMETER ALUMINUM CAP SET BY PLS 36561 IN A RANGE BOX WHENCE THE NORTHWEST CORNER OF SAID SECTION 12 BEING MONUMENTED BY A FOUND 1-1/2 INCH DIAMETER ILLEGIBLE BRASS CAP SET IN CONCRETE IN A RANGE BOX IS ASSUMED TO BEAR NORTH 89°19'10" WEST, A DISTANCE OF 2619.18 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 84°30'42" WEST A DISTANCE OF 511.81 FEET TO THE SOUTHEAST CORNER OF PARCEL CONVEYED TO CITY OF ARVADA BY AGREEMENT RECORDED AT RECEPTION NO. F1268756, AND A POINT ON THE EASTERLY LINE OF THE PROPERTY DESCRIBED IN DEED RECORDED AT RECEPTION NUMBER 713877 AT JEFFERSON COUNTY CLERK AND RECORDER, BEING THE **POINT OF BEGINNING**;

THENCE SOUTH 00°00'19" EAST A DISTANCE OF 134.95 FEET ALONG SAID EASTERLY LINE TO THE SOUTHEAST CORNER OF THE PARCEL DESCRIBED IN DEED RECORDED AT RECEPTION NUMBER 713877, ALSO BEING THE NORTHEAST CORNER OF THE PARCEL DESCRIBED IN DEED RECORDED AT RECEPTION NUMBER 2007034297;

THENCE SOUTH 00°00'19" EAST A DISTANCE OF 250.07 FEET TO THE SOUTHEAST CORNER OF THE PARCEL DESCRIBED IN DEED RECORDED AT RECEPTION NUMBER 2007034297;

THENCE NORTH 89°24'13" WEST A DISTANCE OF 174.93 FEET ALONG THE SOUTHERLY LINE TO THE SOUTHWEST CORNER OF THE PARCEL DESCRIBED IN DEED RECORDED AT RECEPTION NUMBER 2007034297;

THENCE NORTH 00°09'25" WEST A DISTANCE OF 250.41 FEET TO THE NORTHWEST CORNER OF THE PARCEL DESCRIBED IN DEED RECORDED AT RECEPTION NUMBER 2007034297, ALSO BEING A POINT ON THE SOUTHERLY LINE OF THE PARCEL DESCRIBED IN DEED RECORDED AT RECEPTION NUMBER 713877;

THENCE NORTH 89°17'35" WEST A DISTANCE OF 124.66 FEET ALONG SAID SOUTHERLY LINE TO THE SOUTHWEST CORNER OF THE PARCEL DESCRIBED IN THE DEED RECORDED AT RECEPTION NUMBER 713877;

THENCE NORTH 00°00'19" WEST A DISTANCE OF 134.82 FEET ALONG THE WESTERLY LINE OF THE PARCEL DESCRIBED IN THE DEED RECORDED AT RECEPTION NUMBER 713877 TO THE SOUTHWEST CORNER OF PARCEL CONVEYED TO CITY OF ARVADA BY AGREEMENT RECORDED AT RECEPTION NO. F1268756;

THENCE SOUTH 89°19'10" EAST A DISTANCE OF 300.26 FEET ALONG THE SOUTHERLY LINE OF THE PARCEL CONVEYED TO CITY OF ARVADA BY AGREEMENT RECORDED AT RECEPTION NO. F1268756 TO THE **POINT OF BEGINNING**.

SAID DESCRIPTION CONTAINING A CALCULATED AREA OF 84,352 SQUARE FEET OR 1.936 ACRE, MORE OR LESS.



REPORT TO CITY COUNCIL

AGENDA ITEM
9.A.

TO: THE HONORABLE CITY COUNCIL

DATE: June 28, 2021

SUBJECT: Appointment to the Metro Wastewater Reclamation District

Report in Brief

City Council needs to make one appointment to the Metro Wastewater Reclamation District Board.

I move to **Appoint** Bill Ray as Director to the Metro Wastewater Reclamation District for a term beginning July 1, 2021 and ending June 30, 2023.

Prepared by:

Chris Koch, CCO Admin

Reviewed by:

Toni Riebschlager, Law Office Administrator 6/14/2021

Approved by:

Rachel Morris, City Attorney 6/14/2021

Lorie Gillis, Deputy City Manager 6/16/2021

Mark Deven, City Manager 6/16/2021

Enclosure, exhibits & attachments required to support the report



REPORT TO CITY COUNCIL PUBLIC HEARING

AGENDA ITEM
10.A.

TO: THE HONORABLE CITY COUNCIL

DATE: June 28, 2021

SUBJECT: Conditional Use Application for Ralston Gardens Parking Lot, Generally Located at 9250 Ralston Road

Report in Brief

Andre Baros, with Shears Adkins Rockmore Architects, on behalf of Mile High Development, is requesting Conditional Use approval to allow for a parking lot as a principal use within the MX-U-45 (Mixed Use-Urban with a 45-foot height limit) zoning district on the 1.9 acre parcel at 9250 Ralston Road.

The parking lot will have approximately 156 spaces and will serve a future affordable multifamily development located on the east side of Garrison Street at 5790 Garrison Street (southeast corner of Garrison Street and Ralston Road). The property at 5790 Garrison is zoned MX-N (Mixed Use-Neighborhood). Multifamily is a use by right in the MX-N zone district. The proposed multifamily building will have approximately 102 units. The Land Development Code allows for off-site parking.

The Arvada Urban Renewal Authority (AURA) is in the early stages of developing a plan to improve the Garrison Street bicycle and pedestrian connection between Ralston Road and West 57th Avenue. While there isn't a final design, the improvements will result in a pedestrian connection between the proposed parking lot and future multifamily development that will allow residents direct access between the parking lot and multifamily building.

The Arvada team recommends that the City Council approve the Conditional Use Application for Ralston Gardens Parking Lot, generally located at 9250 Ralston Road.

Financial Impact

There is no direct financial impact associated with the proposed action.

Background

The subject property is located on the west side of Garrison Street directly south of the Auto Zone and Taco Bell/KFC. The property was annexed into the City of Arvada in 1961 as part of the larger Mingos Annexation. The property was included in the 2013 Arvada Plaza Preliminary Development Plan (PDP) and the 2014 Arvada Plaza Final Development Plan (FDP). At that time, a 22,000 square-foot inline retail center was planned for the property; however, building permits for the retail center were never processed.

Discussion

The Community and Economic Development team performed an analysis of the proposal, based on the approval criteria listed in Section 8 of the Land Development Code, and presents the following findings:

8-3-5-1 Conditional Use Permit Approval Criteria (5-18-20)	Finding	Rationale
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1. The application complies with the applicable standards of this LDC, other adopted City ordinances, resolutions and regulations including but not limited to any use-specific standards for the proposed conditional use in Division 3-1-3, any approved Master Development Plan that includes the property, and any conditions specifically applied to development of the property by the Planning Commission or City Council in a prior decision affecting the property;	Complies	The proposed use complies with all of the requirements of the LDC.
2. The application is consistent with the Arvada Comprehensive Plan;	Complies	A stand-alone parking lot would not be consistent with the Arvada Comprehensive Plan. However, when viewed in conjunction with the affordable multifamily development that the parking lot will serve, the use is consistent with numerous Comprehensive Plan goals.
3. The use is consistent with the purpose and intent of the zoning district in which it is located;	Complies	A stand-alone parking lot would not be consistent with the purpose and intent of the MX-U zone district. However, when viewed in conjunction with the affordable multifamily development that the parking lot will serve, the use is consistent with the purpose and intent of the MX-U 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;	Complies	The size, scale, height, density, and traffic impacts of the parking lot and associated affordable housing development are consistent with existing and planned uses in the surrounding area. This includes the proposed 36 unit Arvada Place Apartments directly south of the site; the proposed 212 unit, horizontally mixed-use Ralston Commons project on the north side of Ralston Road; and the existing commercial uses along Ralston Road.
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 and the associated affordable multifamily project. The proposed use will not have an adverse impact on facilities or services.
6. The application mitigates any adverse impacts on the surrounding area to the degree practicable.	Complies	The proposed development and associated affordable multifamily building will comply with all the requirements of the LDC. This conditional use is triggered by the need to

		locate the parking lot and multifamily building on separate lots. For these reasons, staff finds that the proposed conditional use mitigates any adverse impacts on the surrounding area to the degree practicable.
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Public Contact

Two neighborhood meetings were held for this project. The first meeting was an in-person, open house meeting in November of 2019; the second meeting was a virtual meeting held on June 2, 2021. Approximately 40 people attended the first meeting with the vast majority of the attendees in support of the project. Some of the topics discussed included the need for affordable housing, the benefits of the proposed location (e.g. walkability, and proximity to transit), traffic and parking impacts. One person virtually attended the second meeting, they had questions about the building height and whether the project would be a Section 8 project.

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 7-0 in favor of approval.

Strategic Alignment

The recommended action aligns with the Community and Economic Development Priority Area of the City Council Strategic Plan.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve the Conditional Use Application for Ralston Gardens Parking Lot, generally located at 9250 Ralston Road with the following condition:

1. The Conditional Use for the proposed parking lot shall only be valid if it is used to comply with the off-street parking requirements of the associated affordable multifamily development at the southeast corner of Ralston Road and Garrison Street.

Suggested Motion:

I move that the Conditional Use Application for the Ralston Gardens Parking Lot, generally located at 9250 Ralston Road, be (approved)(rejected) with the following condition.

1. The Conditional Use for the proposed parking lot shall only be valid if it is used to comply with the off-street parking requirements of the associated affordable multifamily development at the southeast corner of Ralston Road and Garrison Street.

This motion is based on the findings of fact adopted by the Planning Commission (if approved).

This motion is based on the following findings of fact for denial: (Recite approval criteria you believe the evidence fails to satisfy and your reasons)

Prepared by:
Stephanie Wallace, Administrative Specialist

Reviewed by:

Approved by:

Jacob Nitchals, Senior Planner	6/9/2021
Josie Suk, Development Systems and Administrative Manager	6/11/2021
Robert Smetana, Manager of City Planning and Development	6/14/2021
Ryan Stachelski, Director of Community and Economic Development	6/14/2021
Gail Walker, Legal Specialist-Contracts	6/15/2021
Emily Grogg, Senior Assistant City Attorney	6/15/2021
Rachel Morris, City Attorney	6/17/2021
Lorie Gillis, Deputy City Manager	6/17/2021
Mark Deven, City Manager	6/17/2021

Enclosure, exhibits & attachments required to support the report

City of Arvada
Community and Economic Development Department
PUBLIC HEARING STAFF REPORT

Ralston Gardens Parking Lot
Conditional Use
DA2020-0052

NATURE OF REQUEST

Andre Baros, with Shears Adkins Rockmore Architects, on behalf of Mile High Development, is requesting Conditional Use approval to allow for a parking lot as a principal use within the MX-U-45 (Mixed Use-Urban with a 45-foot height limit) zoning district on the 1.9 acre parcel at 9250 Ralston Road.

The parking lot will have approximately 156 spaces and will serve a future affordable multifamily development located on the east side of Garrison Street at 5790 Garrison Street (southeast corner of Garrison Street and Ralston Road). The property at 5790 Garrison is zoned MX-N (Mixed Use-Neighborhood). Multifamily is a use by right in the MX-N zone district. The proposed multifamily building will have approximately 102 units. The Land Development Code allows for off-site parking.

The Arvada Urban Renewal Agency (AURA) is in the early stages of developing a plan to improve the Garrison Street bicycle and pedestrian connection between Ralston Road and West 57th Avenue. While there isn't a final design, the improvements will result in a pedestrian connection between the proposed parking lot and future multifamily development that will allow residents direct access between the parking lot and multifamily building.

LOCATION AND HISTORY

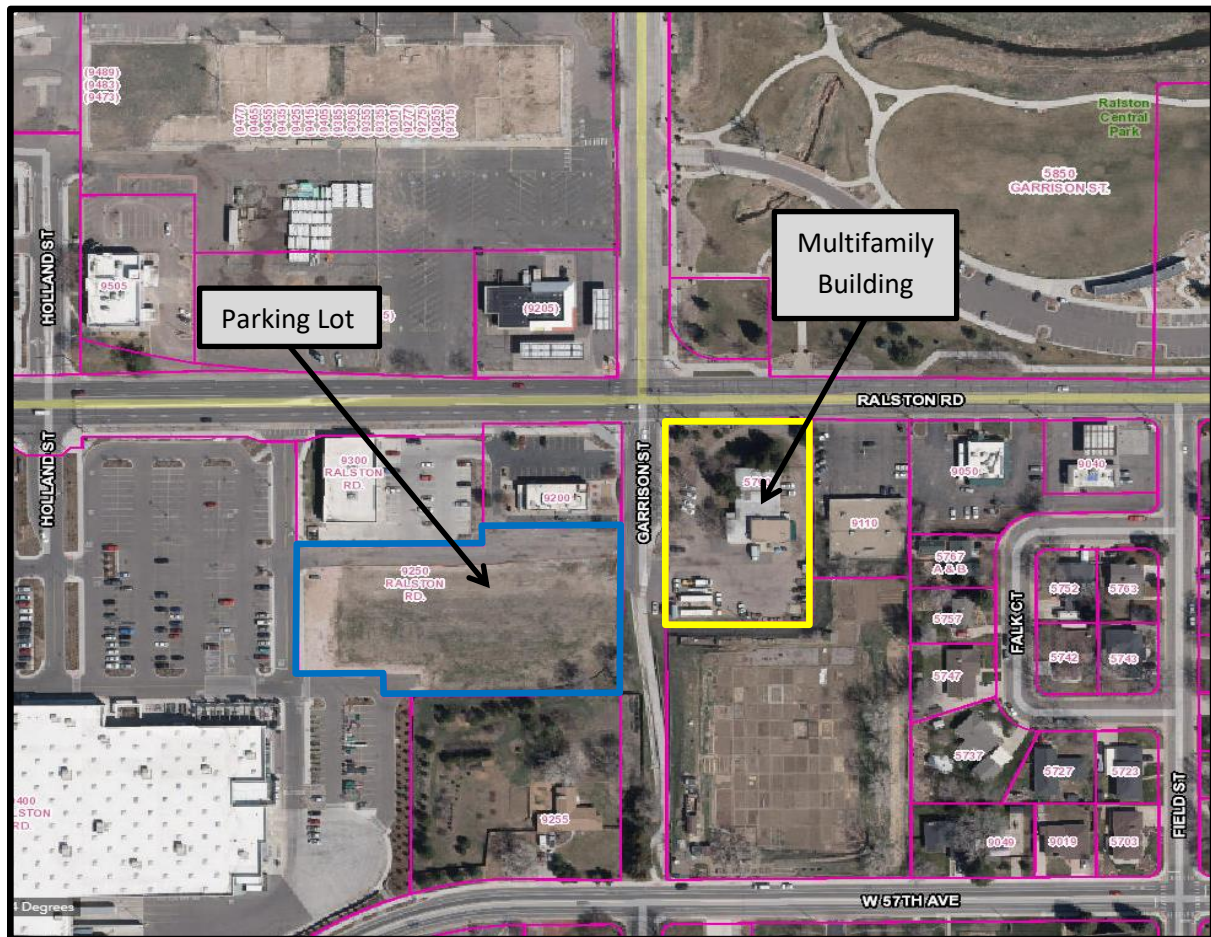
The subject property is located on the west side of Garrison Street directly south of the Auto Zone and Taco Bell/KFC (see Vicinity Map on following page). The property was annexed into the City of Arvada in 1961 as part of the larger Mingos Annexation. The property was included in the 2013 Arvada Plaza Preliminary Development Plan (PDP) and the 2014 Arvada Plaza Final Development Plan (FDP). At that time, a 22,000 square-foot inline retail center was planned for the property; however, building permits were never applied for.

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.

Two neighborhood meetings were held for this project. The first meeting was an in-person, open house meeting in November of 2019; the second meeting was a virtual meeting held on June 2, 2021. Approximately 40 people attended the first meeting with the vast majority of the attendees in support of the project. Some of the topics discussed included the need for affordable housing, the benefits of the proposed location (e.g. walkability, and proximity to transit), traffic and parking impacts. One person virtually attended the second meeting. They had questions about the building height and whether the project would be a Section 8 project.

Vicinity Map



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. In this case, the applicant has mailed notice to all property owners within 1,000 feet of 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 May 25, 2020. The standard review timeline aspires for three reviews within a 20 week timeframe to reach a Planning Commission public hearing. This project required two reviews; however, due to a number of issues that the applicant had to work through with an adjoining property, the review took significantly longer than 20 weeks.

ALIGNMENT WITH CITY COUNCIL STRATEGIC PLAN

This project aligns with the Community and Economic Development strategic goals.

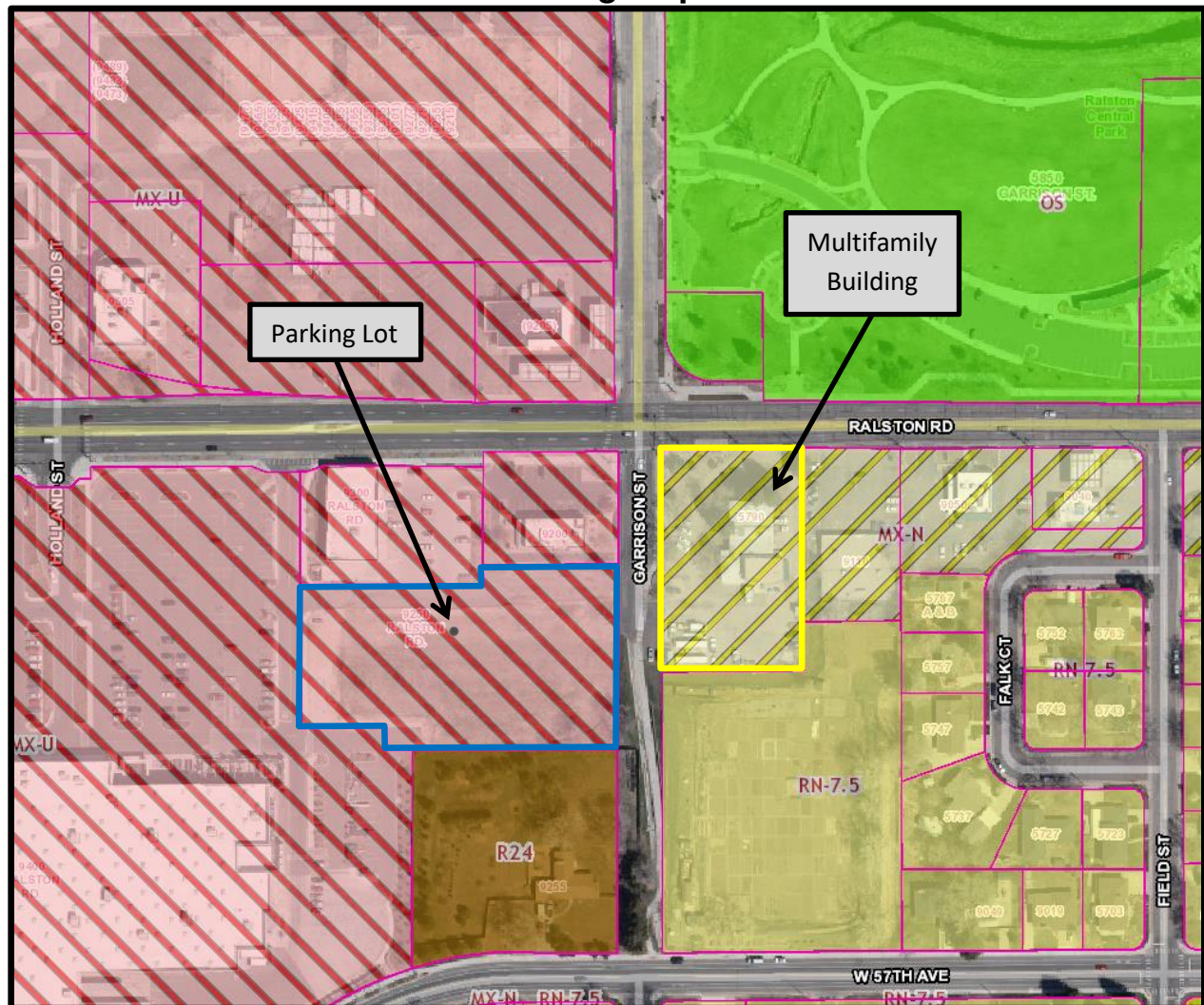
ZONING AND LAND USE

The subject property is currently zoned MX-U and is 1.9 acres in size (see Zoning Map on following page).

Surrounding properties are zoned and utilized as follows:

Direction	Zoning	Actual Use
North	MX-U	Retail (Auto Zone) and restaurant with drive-through (Taco Bell/KFC)
South	MX-U & R-24 (Residential 24)	Wal-Mart and single-family residential
East	MX-N & RN 7.5 (Residential Neighborhood 7.5)	Former City of Arvada "Central Stores" building and community garden
West	MX-U	Wal-Mart

Zoning Map



PROJECT ANALYSIS

Compliance with the Comprehensive Plan

The project site is within an area designated as Mixed Use on the 2014 Comprehensive Plan Future Land Use map. The proposed parking lot will allow the adjacent property to develop as

an affordable multifamily development and is therefore, consistent with the following Comprehensive Goals and Policies:

Goal N-1: Plan for a range of neighborhoods and accessible housing of different tenure types to accommodate diverse incomes and all ages and abilities.

Policy N-1.2: Site Planning to Promote Variety

The City will encourage new neighborhoods that incorporate a mix of lot sizes, development densities, and housing types and styles.

GOAL N-2: Encourage development of workforce or assisted housing throughout Arvada.

Goal L-2: Plan for a balanced mix of commercial and residential land uses in Arvada.

Policy L-2.1: Complete Community

The City will provide for a balanced mix of land uses by promoting redevelopment and continuing to reserve lands for future commercial and industrial development as well as a variety of housing choices.

Goal L-3: Encourage development of transit-supportive, higher-density, mixed-use, pedestrian-oriented areas.

Policy L-3.1: Designated Mixed-Use Areas

The plan designates mixed-use areas in Arvada to provide a mix of land uses, services, retail and commercial development, employment, and in some cases, a diversity of higher density housing in close proximity to transit, bike, and pedestrian connections.

Policy L-3.2: Criteria for New and Redeveloping Mixed-Use Areas

Mixed-use areas are envisioned as strategically located, high intensity, pedestrian-oriented activity areas providing a range of retail, business, civic, cultural, and residential opportunities for the surrounding trade area. Mixed-use areas should be located in urban centers or designated corridors and should create or demonstrate the following characteristics:

- Transit-supportive residential densities with a mix of housing types and affordability;
- Transit-supportive mix of retail and employment opportunities;
- Streets or other physical features that help define the center;
- Public plazas, gathering spaces or amenities designed as a focal point;
- Transit service
- Pedestrian oriented site design; and
- Interconnected network of multi-modal streets linking to surrounding areas.

Goal L-5: Designate and promote redevelopment and infill to generate economic revitalization, improve physical conditions, and provide and appropriate mix of quality housing choices.

Policy L-5.1: Targeted Redevelopment Areas

The City will continue to plan for and promote redevelopment in targeted redevelopment areas. Targeted redevelopment areas include Ralston Fields.

Goal ED-4: Redevelop and revitalize existing commercial and industrial areas.

Policy ED-4.1: Promote Redevelopment of Underutilized Commercial Areas

The City will promote through incentives and infrastructure investment, new development, and reinvestment in designated “redevelopment areas” to retain or attract businesses and repurpose areas for retail, office, and a diversity of housing types, as may be appropriate.

Goal CC-1: Plan Arvada as a City of different development character districts.

Policy CC-1.1: Variety of Development Types

The City will include a variety of development types including rural areas, suburban residential neighborhoods, historic districts, redevelopment areas, and mixed-use communities that contain services, employment, and higher density housing.

Goal T-2: Strengthen the linkage between land use and transportation in Arvada.

Policy T-2.2: Land Use Patterns to Support Transit

The City will plan future developments that support rail and bus transit along designated transit-supportive corridors. Development surrounding transit stations and corridors should have greater residential and employment density and a mix of uses.

The Conditional Use application complies with the above goals and policies. The project will provide parking for a future affordable multifamily development which will contribute to the housing diversity within the horizontally mixed use “Ralston Creek” area. The subject property is located in Ralston Fields, a Targeted Redevelopment Area identified in Goal L-5, and contributes to a balanced mix of commercial and residential land uses along the Ralston Road corridor.

Compliance with Other Applicable Plans

Ralston Fields Urban Renewal Plan:

The subject property is located within the Triangle planning area of the plan. The Triangle is generally defined as the area along W. 58th Ave. between Kipling and Garrison Streets (although the exact boundary is more fluid). The plan identifies the subject property as mixed-use. The plan states, “Some retail uses bordering Garrison Street would become higher density residential.” (pg. 9). By accommodating a future affordable multifamily development, the Conditional Use application supports the desired goals and outcomes of the Ralston Fields Urban Renewal Plan.

Setbacks

Since no building is proposed, the only applicable setback is a 20' parking lot setback from the Garrison Street right-of-way.

Although setbacks will be reviewed as part of a Site Plan application, should the Conditional Use approval be granted, the conceptual plan included as part of this application indicates that the parking lot will comply with this setback requirement.

Open Space

The MX-U zone district requires that a minimum of 15 percent of the site be landscape surface area. Additionally, small urban park space is required in an amount equal to 10 percent of the site area.

Compliance with the landscape surface area and small urban park will be reviewed as part of a Site Plan application. However, the conceptual plan indicates that approximately 22 percent of the site will qualify as landscape surface area and the small urban park requirement will be met.

Landscaping, Buffering and Fencing

The conceptual plan indicates compliance with all applicable landscaping and buffering requirements. However, final compliance will be reviewed as part of the Site Plan application.

Circulation and Connectivity

Vehicles will enter the parking lot through the shared access drive that extends from Garrison Street to the Wal-Mart parking lot along the northern edge of the property. This access road will incorporate head-in and parallel parking spaces. A pedestrian connection will be provided along the south side of the shared access drive. There will also be a direct pedestrian connection between the parking lot and future affordable multifamily development.

A trip generation compliance letter was required as part of the Conditional Use application. This letter compared the trip generation of the proposed use to that of the previously approved retail use and found that the multifamily use will generate fewer trips than the retail use.

Grading and Drainage

The site will be graded in a manner that directs stormwater to inlets and conveyed to the City's stormwater network. Water quality will be provided below grade. Stormwater detention requirements will be evaluated in association with the adjacent multifamily development with the Site Plan application.

Parking and Loading

Per Division 4-5-2 of the LDC, affordable multifamily projects are required to provide 1.4 parking spaces for each studio unit and one bedroom unit, and 2 spaces for each unit with two or more bedrooms. Based on the current unit and bedroom counts of the adjacent affordable multifamily project, a total of 165 spaces are required. The conceptual plan includes 156 spaces. This represents a reduction of 9 spaces or a 5.5 percent reduction. This is within the 20 percent deviation that may be approved through the Minor Modification process. This along with the off-site parking and parking lot layout will be reviewed in more detail with the Site Plan application.

Utility Services

Other than irrigation, the proposed parking lot will not be served by City water or sanitary sewer. Water and sanitary sewer service are provided served by City of Arvada water. The Conditional Use application included a preliminary utility plan for the proposed affordable multifamily building and no major issues were identified.

Police and Fire Protection

Police and fire protection is available for this project.

LAND DEVELOPMENT CODE APPROVAL CRITERIA

It is the responsibility of the applicant to justify the requested land use application. The Planning Commission should make a recommendation to the City Council based on its findings regarding the approval criteria shown in the table(s) below and upon testimony heard during the public hearing as it applied to the criteria.

Staff performed an analysis of the proposal, based on the approval criteria listed in Section 8 of the Land Development Code, and presents the following findings:

8-3-5-1 Conditional Use Permit Approval Criteria (5-18-20)	Finding	Rationale
1. The application complies with the applicable standards of this LDC, other adopted City ordinances, resolutions and regulations including but not limited to any use-specific standards for the proposed conditional use in Division 3-1-3, any approved Master Development Plan that includes the property, and any conditions specifically applied to development of the property by the Planning Commission or City Council in a prior decision affecting the property;	Complies	The proposed use complies with all of the requirements of the LDC.
2. The application is consistent with the Arvada Comprehensive Plan;	Complies	A stand-alone parking lot would not be consistent with the Arvada Comprehensive Plan. However, when viewed in conjunction with the affordable multifamily development that the parking lot will serve, the use is consistent with numerous Comprehensive Plan goals.
3. The use is consistent with the purpose and intent of the zoning district in which it is located;	Complies	A stand-alone parking lot would not be consistent with the purpose and intent of the MX-U zone district. However, when viewed in conjunction with the affordable multifamily development that the parking lot will serve, the use is consistent with the purpose and intent of the MX-U 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;	Complies	The size, scale, height, density, and traffic impacts of the parking lot and associated affordable housing development are consistent with existing and planned uses in the surrounding area. This includes the proposed 36 unit Arvada Place Apartments directly south of the site; the proposed 212 unit, horizontally mixed-use Ralston Commons project on the north side of Ralston Road; and the existing commercial uses along Ralston Road.
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 and the associated affordable multifamily project. The proposed use will not have an adverse impact on facilities or services.
6. The application mitigates any adverse impacts on the surrounding area to the degree practicable.	Complies	The proposed development and associated affordable multifamily building will comply with all the requirements of the LDC. This conditional use is triggered by the need to locate the parking lot and multifamily building on separate lots. For these reasons, staff finds that the proposed conditional use mitigates any adverse impacts on the surrounding area to the degree practicable.

STAFF RECOMMENDATION

Based upon project analysis and review of the Land Development Code approval criteria, staff recommends approval of the Conditional Use with the following condition:

1. The Conditional Use for the proposed parking lot shall only be valid if it is used to comply with the off-street parking requirements of the associated affordable multifamily development at the southeast corner of Ralston Road and Garrison Street.

This condition is based on staffs' findings in criteria 2 and 3 of the Land Development Code Approval Criteria table above.

The Planning Commission may recommend denial of the request(s) if it cannot make affirmative findings of the approval criteria stated above.

RALSTON GARDENS - HOUSING

A DEVELOPMENT PLAN AT RALSTON CREEK

PROJECT NARRATIVE

Ralston Gardens is a proposed 102 unit affordable housing project planned for the Ralston Valley Urban Renewal Area on Ralston Road and Garrison Street. The project will be developed utilizing low income housing tax credits (LIHTC) issued by the Colorado Housing & Finance Authority (CHFA). The Developer of Ralston Gardens is Mile High Development, a Denver based developer which has developed virtually all types of mixed use and TOD projects in metro Denver over the past 40 years, including over 750 units of affordable housing projects in Denver and Westminster.

The site being utilized by the Developer consists of an approximate 2-acre site that is an out parcel on the eastern boundary of the Walmart Store recently developed by IRG in conjunction with the Arvada Urban Renewal Authority (AURA). The site will also include the site formerly occupied by the "City Storage" facility owned by the City of Arvada, located on a 1.2-acre site across Garrison Street from the Walmart/IRG site at the Southeast Corner of Ralston Road and Garrison Street. The two sites will be developed concurrently as if they were one site.

SA+R has designed a four story, 102 unit rental apartment building consisting of 1,2 and 3 bedroom apartments, to be built entirely on the City Storage portion of the site. Parking for the project will be entirely on the Walmart/IRG parcel, just to the east of the building site, in a surface parked, well landscaped configuration. Pending further feasibility analysis, there is an intention to place solar panels on the parking site.

Mile High Development will submit an LIHTC application for the project in the August 1, 2021, 4% State and Federal Tax Credit allocation round administered by CHFA. If successful in receiving an allocation of tax credits, which will be announced prior to year-end 2021, MHD will acquire both parcels and move into the formal permitting process with the City of Arvada, which could be completed in mid-late 2022, resulting in a building permit that would allow the project to be built and completed in the ensuing 20 month period, with an approximate completion date of spring/summer 2024.

The site is bisected by a pedestrian only portion of Garrison St. between Ralston road and 57th which will remain pedestrian only for the foreseeable future. This pedestrian zone may be reviewed in conjunction with other City improvements to this section of Garrison St. The residential portion of the site is also adjacent to a City owned parcel to the south which is used as a community garden and will remain such for the foreseeable future.

The CUP is required for the Parking portion of the project (Parcel A) because it is not contiguous with the residential portion. This creates a lot which is not conforming because it is only parking. We believe that the CUP should be granted because the projects are being developed together and would be joined if that was the better option for the community.

GRADING CONCEPT

Parcel A: Parking Lot Site Grading Concept:

The existing parking lot site generally slopes from south to north, at an existing grade of approximately 1.5%. Existing drainage patterns will be maintained, with maximum cuts/fills of approximately 6 feet. Stormwater detention will not be required because the site is improving the amount of impervious area from the current 100% impervious site. Water quality will be provided by a below grade pre-manufactured tank below the landscaping along the east edge of the property.

Parcel B: Building Site Grading Concept:

The existing building site generally slopes from south to north, at an existing grade of approximately 4.1%. Existing drainage patterns will be maintained, with maximum cuts/fills of approximately 6 feet. Stormwater detention and water quality will be provided by a below grade vault along the southern boundary of the property. Retaining walls (with a maximum height of approximately 8 feet) are anticipated near the south property line along the edge shared with the community gardens.

The project will be seeking a 4% Parking reduction from the required total parking via an Administrative Adjustment.

Affordable Housing Unit & Parking

4/2/2021

Level	Residential					Units
	Studio	1 Bed min	2 Bed 8	3 Bed		
4	0	17	8	1		26
3	0	17	8	1		26
2	0	17	8	1		26
1	0	15	8	1		24
B1 NO BASEMENT PLANNED						
Totals	-	66	32	4		102
parking ratio	1.4	1.4	2.0	2.0		
Req. Parking	-	93	64	8		165
Parking	Required	165			Bicycle Parking Req.	26
	-20%	132			Bicycle Parking Provided	52
	-6% Provided	156				

PROJECT TYPE: *Development Application*
PROJECT SUB-TYPE: *Multifamily*
PROJECT NAME: *Ralston Gardens*

FORMAL SUBMITTAL AND CONDITIONAL USE APPLICATION

ZONE DISTRICT: MX-U
LOT TYPE: NON-RESIDENTIAL
HOUSING PALETTE LOT TYPE = NONE
TOTAL PROJECT AREA = 3.026 ACRES
PARCEL A (Parking / conditional use) = 1.906 ACRES (83,041 SF)

LOT AREA (MIN) = NONE
LOT WIDTH (MIN) = NONE
LOT COVERAGE (MAX) = 0%

LANDSCAPE SURFACE AREA (15% MIN) = 18,830 sf = 22%
IMPERMEABLE SURFACE AREA = 64,211 = 78%
SMALL URBAN PARK (10% MIN) = 14,000 sf

STANDARD PARKING SPACES = 150
ACCESSIBLE PARKING SPACES = 6
TOTAL = 156
BICYCLE SPACES = 52

PROJECT DATA PARCEL B (FOR REFERENCE):
PARCEL B (Affordable housing) 1.12 ACRES (48,790 SF)
LAND USE: Residential
NON-RESIDENTIAL GROSS FLOOR AREA (GFA): 0
SF DETACHED UNITS: 0
SF ATTACHED UNITS: 104,000 sf
MULTI-FAM UNITS: 102

ZONING PARCEL B (FOR REFERENCE):
PARCEL B (Multi-family affordable housing) MX-N

ADDITIONAL INFO:
GENERAL LOCATION:
PRE-APP PROJECT NUMBER: PA2020-036

Parcel A:
Parcel ID (AIN): 39-103-15-010 PIN
(Schedule): 300464759

Property Address
09250 RALSTON RD
ARVADA CO 80002

Block:
Lot:0003
Section: 10
Township: 3
Range: 69
Subdivision Name: ARVADA PLAZA FLG NO 2

Parcel B:
Parcel ID (AIN): 39-104-99-001
PIN (Schedule): 300188468

Property Address
05790 GARRISON ST
ARVADA CO

Block:
Lot:0592
Section: 10
Township: 3
Range: 69



CONCEPTUAL SITE DIAGRAM
1" = 100'-0"

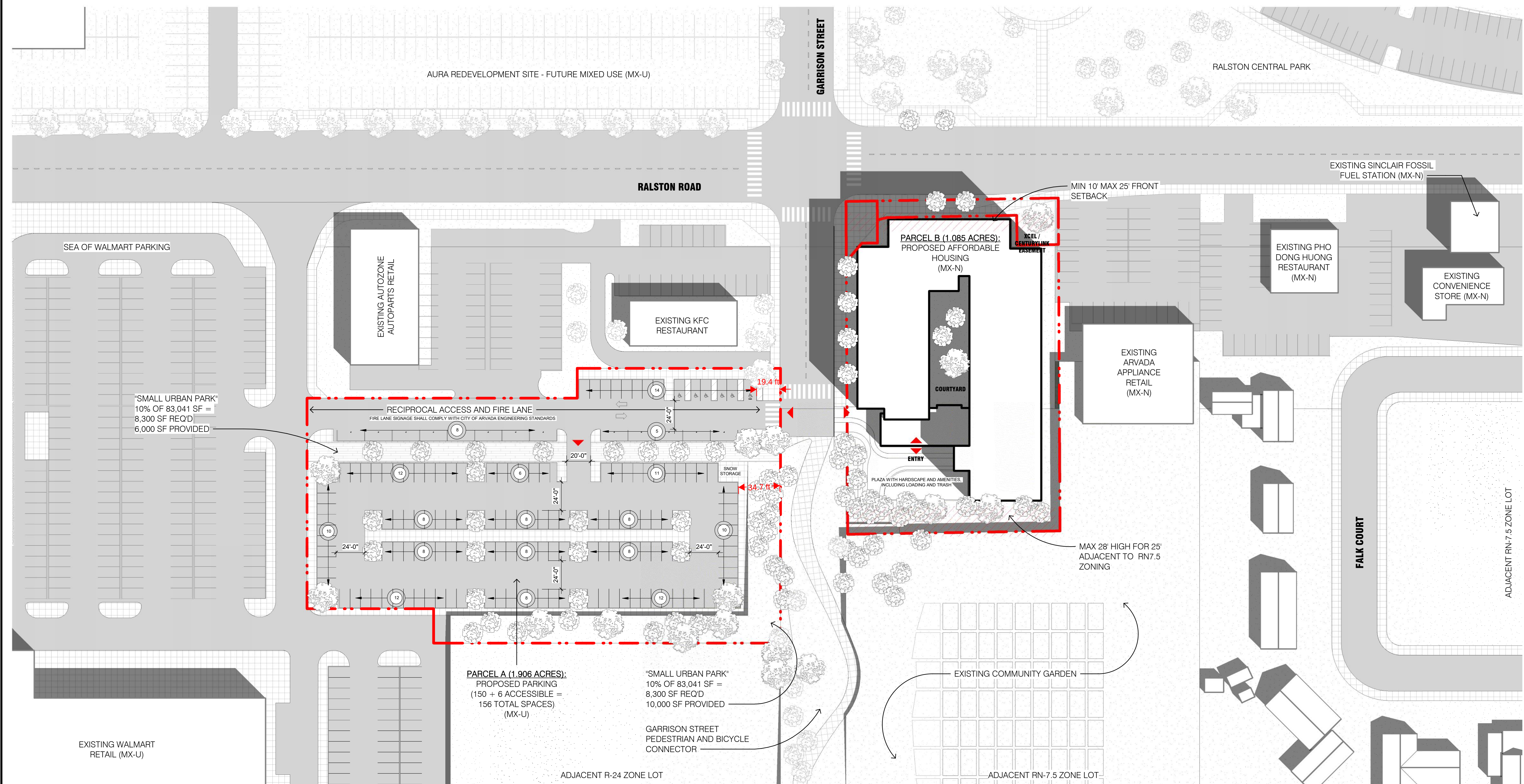
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SA+R
SHEARS ADKINS ROCKMORE

M MILE HIGH
DEVELOPMENT

RALSTON GARDENS - HOUSING

A DEVELOPMENT PLAN AT RALSTON CREEK



N
CONCEPTUAL SITE PLAN
1" = 40'-0"

NOTES:

1. FIRE LANE AND EMERGENCY VEHICLE ACCESS ROAD(S) SHALL BE PROVIDED WITH AN APPROVED ALL-WEATHER SURFACE (ASPHALT OR CONCRETE), AND SHALL BE CAPABLE OF SUPPORTING AN IMPOSED LOAD OF 85,000 POUNDS.
2. DURING CONSTRUCTION THERE SHALL BE SIGNAGE THAT PROVIDES THE ADDRESS AT THE FIRE DEPARTMENT ACCESS POINT. THE CHARACTERS SHALL BE A MINIMUM OF 4 INCHES HIGH WITH A 0.5 INCH STROKE AND VISIBLE FROM THE FIRE DEPARTMENT ACCESS POINT. THE COLOR OF THE SIGN SHALL EITHER BE A RED BACKGROUND WITH WHITE CHARACTERS OR WHITE BACKGROUND WITH RED CHARACTERS.
3. APPROVED FIRE LANE AND EMERGENCY ACCESS SHALL BE PROVIDED DURING VERTICAL CONSTRUCTION. UNLESS OTHERWISE APPROVED, THE EVA SHALL CONSIST OF THE FIRST LIFT OF ASPHALT OR CONCRETE AND BE PROVIDED PRIOR TO COMMENCING VERTICAL CONSTRUCTION.

SA+R
SHEARS ADKINS ROCKMORE

M MILE HIGH
DEVELOPMENT

PRE-APP PROJECT NUMBER: PA2020-0036

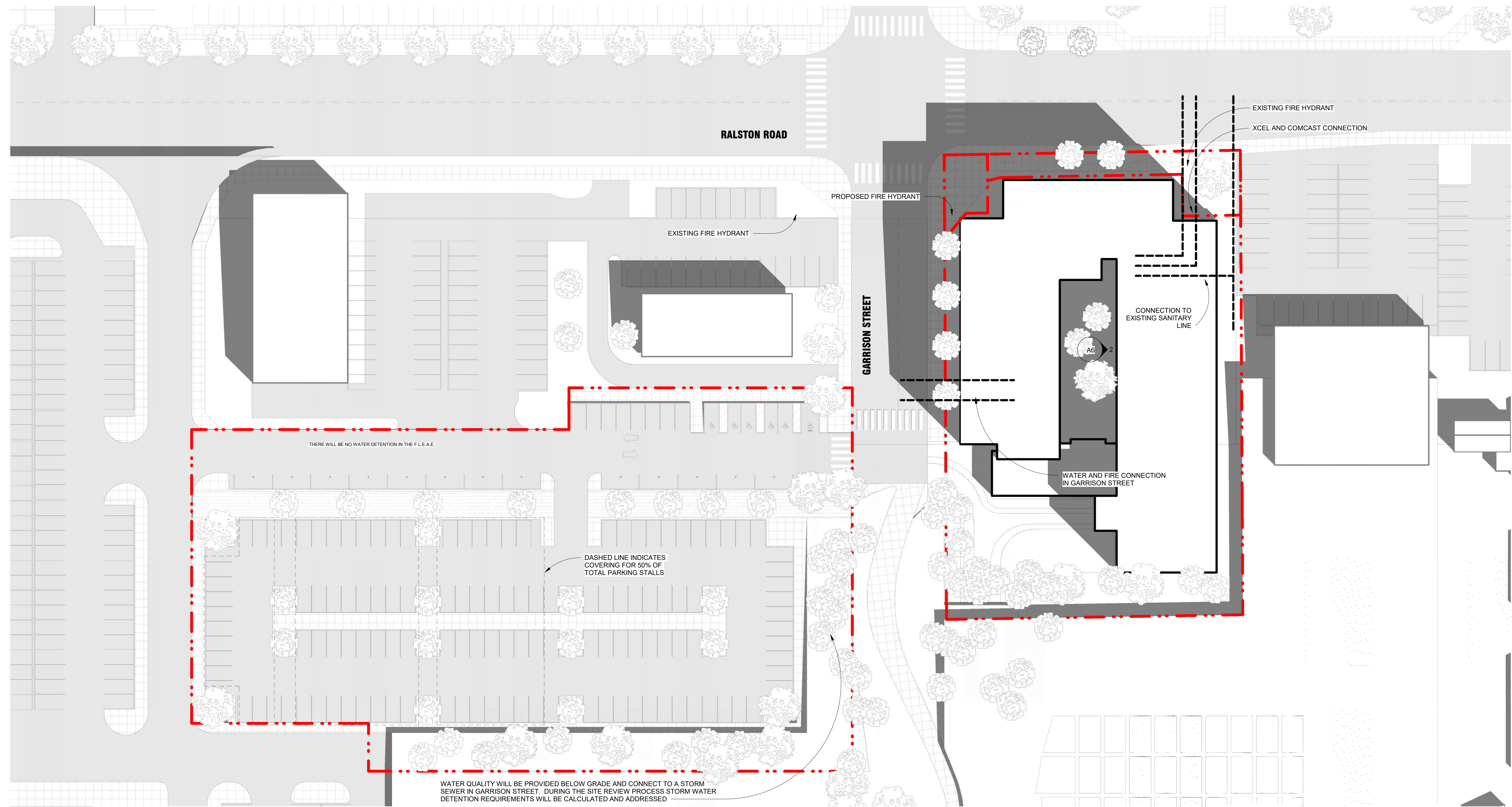
ISSUED: 04/02/2021
SHEET: 02 | CONCEPT SITE PLAN

RALSTON GARDENS - HOUSING

PRE-APP PROJECT NUMBER: PA2020-0036

RALSTON GARDENS - HOUSING

A DEVELOPMENT PLAN AT RALSTON CREEK



N
CONCEPTUAL UTILITY PLAN
1" = 30'-0"

- NOTES:
1. A 3-0 FOOT CLEAR SPACE SHALL BE MAINTAINED AROUND ALL FIRE HYDRANTS AND NOT OBSTRUCTED.
 2. TREES WITHIN THIS DEVELOPMENT, WHEN FULLY MATURE, SHALL PROVIDE AN UNOBSTRUCTED VERTICAL CLEARANCE OF 13 FEET 6 INCHES.
 3. THE MINIMUM REQUIRED FIRE-FLOW IS 4000 GALLONS-PER-MINUTE.
 4. FIRE HYDRANTS SHALL BE INSTALLED AND OPERATIONAL TO PROVIDE THE MINIMUM REQUIRED FIRE FLOW PRIOR TO COMMENCING VERTICAL CONSTRUCTION.

SA+R
SHEARS ADKINS ROCKMORE

M MILE HIGH
DEVELOPMENT

ISSUED:04/02/2021

SHEET: 03 | CONCEPT UTILITY PLAN

PRE-APP PROJECT NUMBER: PA2020-0036

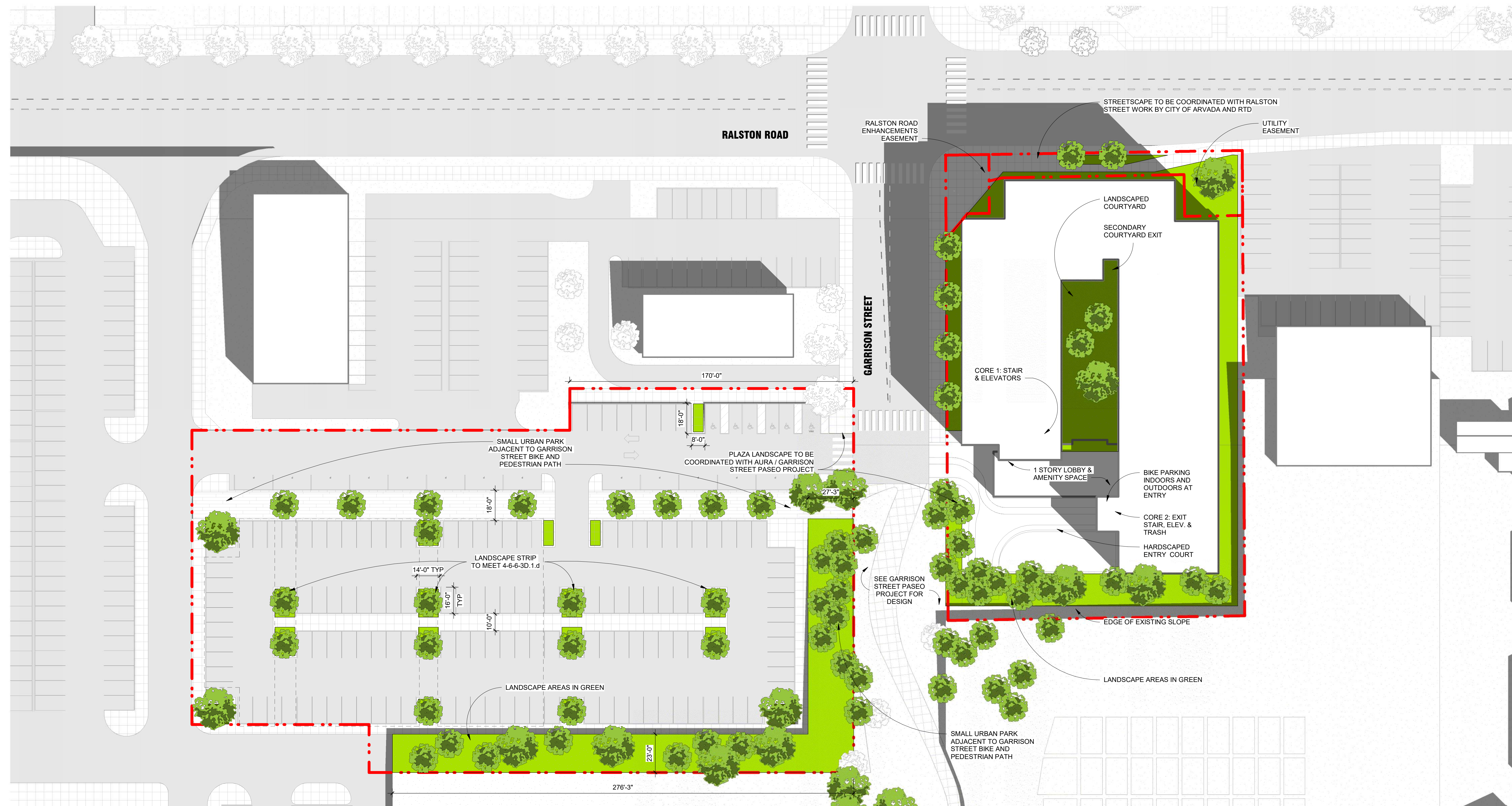
RALSTON GARDENS - HOUSING

PRE-APP PROJECT NUMBER: PA2020-0036

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RALSTON GARDENS - HOUSING

A DEVELOPMENT PLAN AT RALSTON CREEK



N
CONCEPTUAL LANDSCAPE PLAN
1" = 30'-0"

SA+R
SHEARS ADKINS ROCKMORE

M MILE HIGH
DEVELOPMENT

ISSUED: 04/02/2021
SHEET: 04 | CONCEPT LANDSCAPE PLAN

PRE-APP PROJECT NUMBER: PA2020-0036

RALSTON GARDENS - HOUSING

PRE-APP PROJECT NUMBER: PA2020-0036

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Synopsis of Meeting Minutes from June 8, 2020 Planning Commission

Conditional Use Application for Ralston Gardens Parking Lot, Generally Located at 9250 Ralston Road.

Mr. Nitchals stated there is one correction that Commissioner Magee pointed out. The second neighborhood meeting actually occurred on June 2, 2021, not June 9th as indicated in the Staff Report. The first neighborhood meeting was held in November 2019 and was well attended; however, it was prior to the adoption of the new Land Development Code.

Mr. Owens entered into the record the Staff Report dated June 8, 2021, affidavits of mailing and posting, and posting log. He asked if there are any additions or corrections to the staff report.

Mr. Nitchals gave a brief overview of the stand-alone parking lot with approximately 156 spaces on 1.9 acres. Staff recommends approval, subject to the condition listed on the last page of the staff report.

George Thorn, with Mile High Development, gave an overview of the stand-alone parking lot on parcel A which will support a 102 unit, a 4 story affordable housing project on parcel B.

Andre Baros, SAR, stated this is the last phase of this partnership with AURA and the master plan for this area. The current access road which will be brought up to drivable conditions, both parcels do not function separately. The parking on Parcel A exists only to serve the housing on Parcel B. There will be a retaining wall at the end to be the community gardens. Mr. Baros further explained that there will be a Paseo between the parking and the building and that they will all function as a single project.

Mr. Owens opened the hearing for comments from the public.

PUBLIC COMMENT

IN FAVOR

None.

IN OPPOSITION

None.

APPLICANT REBUTTAL

None.

Mr. Owens closed public comment.

QUESTIONS FROM THE COMMISSION

Mr. Griffith suggested adding handicap/ADA access. He asked if there is a timeframe for both projects to be complete to have a better idea if the parking is going to be there first then the building.

Mr. Thorn responded we will make our application to the Colorado Housing Finance Authority for tax credits to support the affordable housing and really the entire development costs. They will notify the 20 or 30 applicants of whether they successful or not sometime around Thanksgiving. Then we will proceed immediately to go through the City's process. Groundbreaking on the project would be around summer 2022 and it would finish 20 months later.

Mr. Baros clarified that the parking lot would be used to stage construction for the affordable housing, so they would back out of the site after constructing the building first and then develop the parking last as they wrap up.

There was further discussion from Mr. Griffith and Mr. Thorn on affordable housing.

Mr. Knapp asked for clarification on the site plan for the parking area that it appears the ingress and egress for that parking area for the 150 stalls is only on Garrison.

Mr. Baros responded it is primarily on Garrison, but that they have to maintain a connection back to the Walmart side, but we anticipate all the traffic to coming to Garrison.

Mr. Knapp asked if there will be security cameras installed for the open parking lot in the long range planning.

Mr. Thorn responded yes, it will be safe, well landscaped, well lit and with a significant number of security cameras.

Mr. Owens asked if there were any further comments, no more comments were made. Mr. Owens asked for a motion.

MOTION:

It was moved by Mr. Magee, that the Conditional Use Application for Ralston Gardens Parking Lot, generally located at 9250 Ralston Road, be recommended to City Council for approval, with the following condition.

The Conditional Use for the proposed parking lot shall only be valid if it is used to comply with the off-street parking requirements of the associated affordable multifamily development at the southeast corner of Ralston Road and Garrison Street.

This motion is based on the findings of fact and approval criteria on Page 8 and 9 of the Staff Report.

DISCUSSION OF MOTION

Mr. Hannan thanked the applicant and acknowledged this has been in the process for a number of years and it's nice to see it finally making it with the multifamily usage and affordable. He thanked Mr. Thorn for addressing the concern on the impact on the Paseo. He stated his support of the project.

Mr. Magee agreed with Mr. Hannan and expressed his appreciation on the separated sidewalks, without people having to walk through the parking lot traffic and acknowledged the solar to cover the area. He also stated his support of the project.

Ms. Connell stated her support of the project, because it allows access to the affordable housing, the utilization of space, connection and the modifications that were provided in the open space that is provided for people who can't afford to buy homes but have access to the amenities.

Mr. Griffith stated his apperception of the project and will be supporting it.

The following votes were cast on the motion:

Those voting Yes: Owens, Griffith, Gay, Connell, Magee, Hannan, Knapp

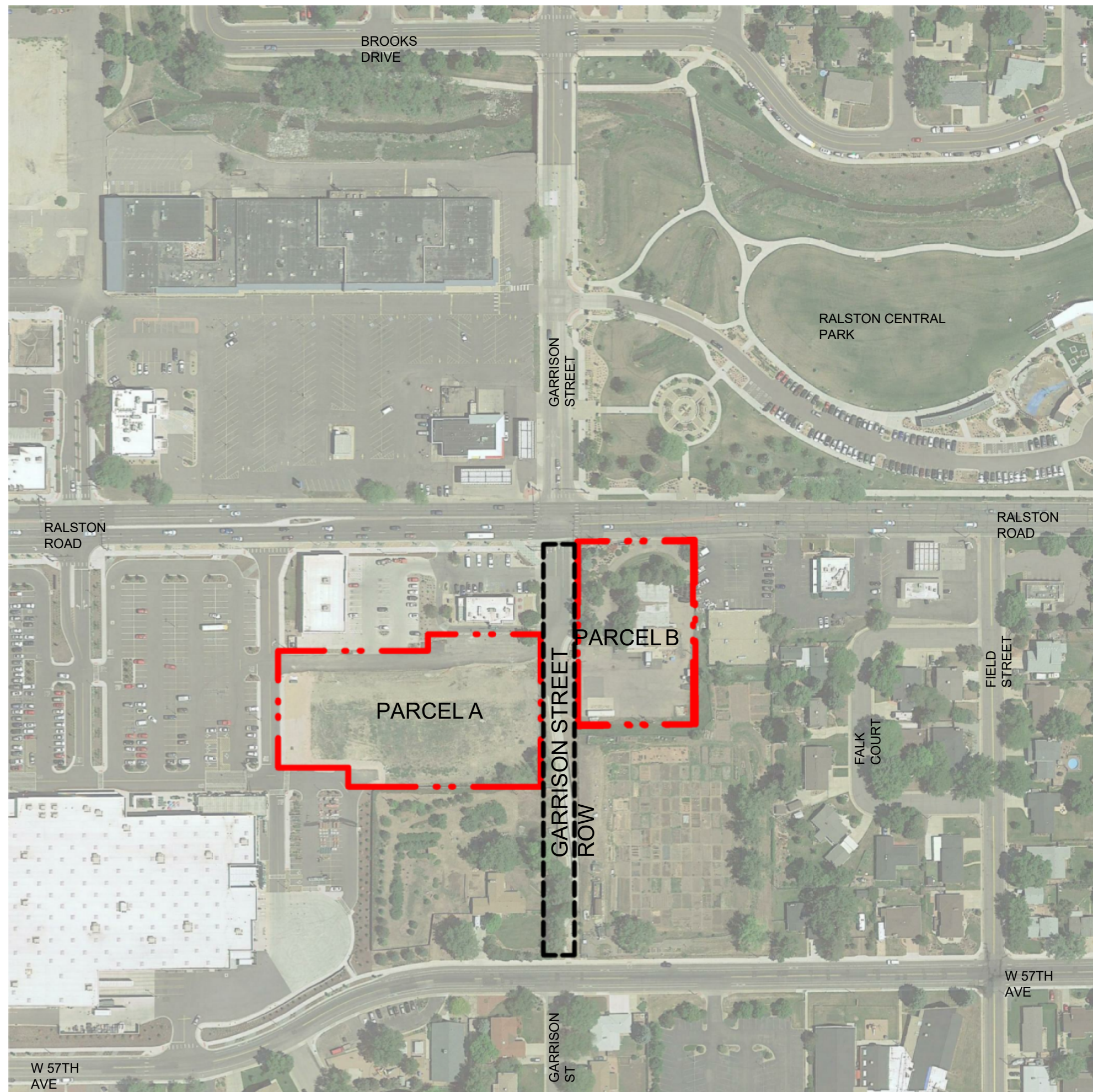
Those voting No: None

Those absent: None

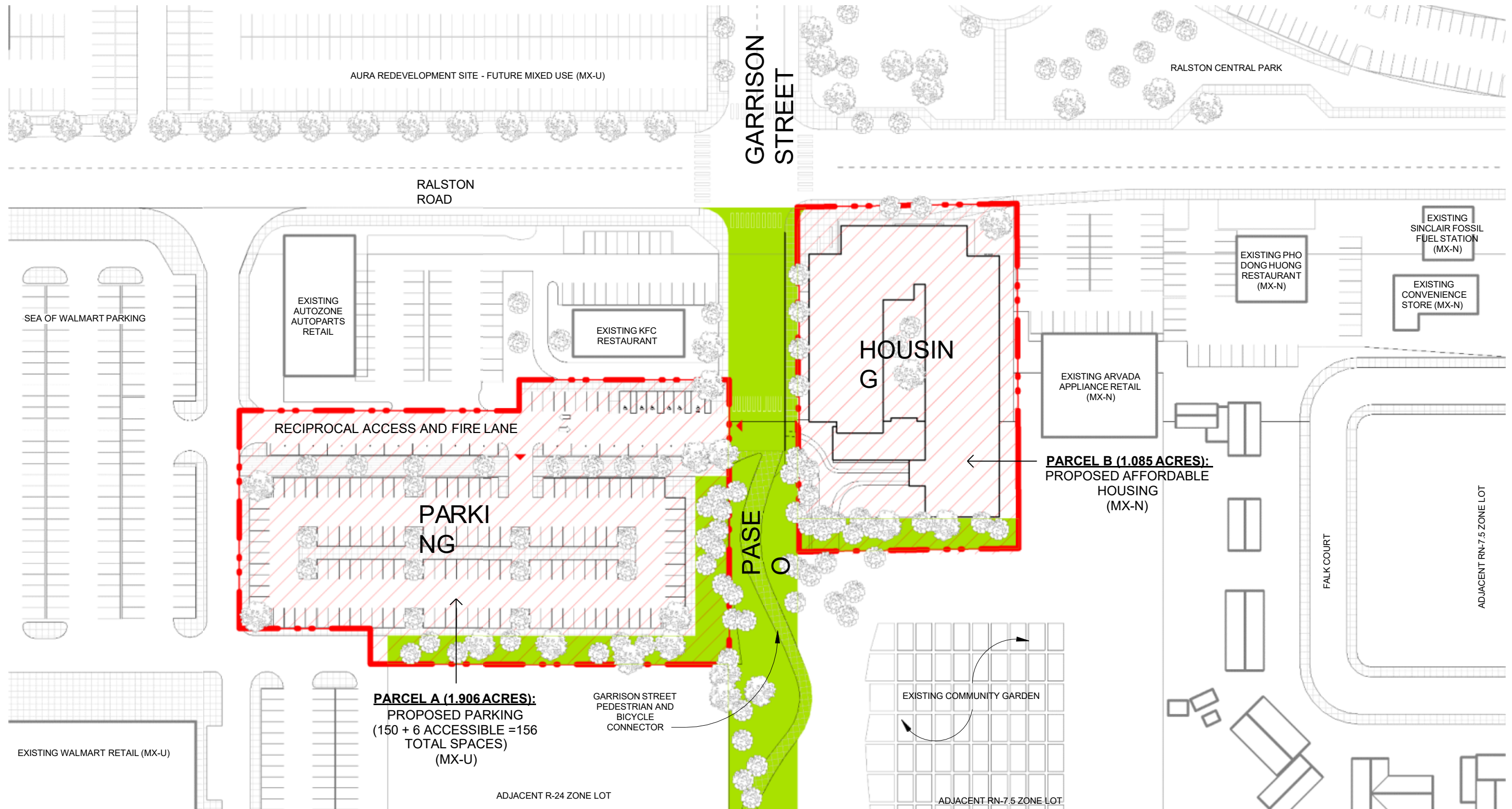
The motion carried 7-0.

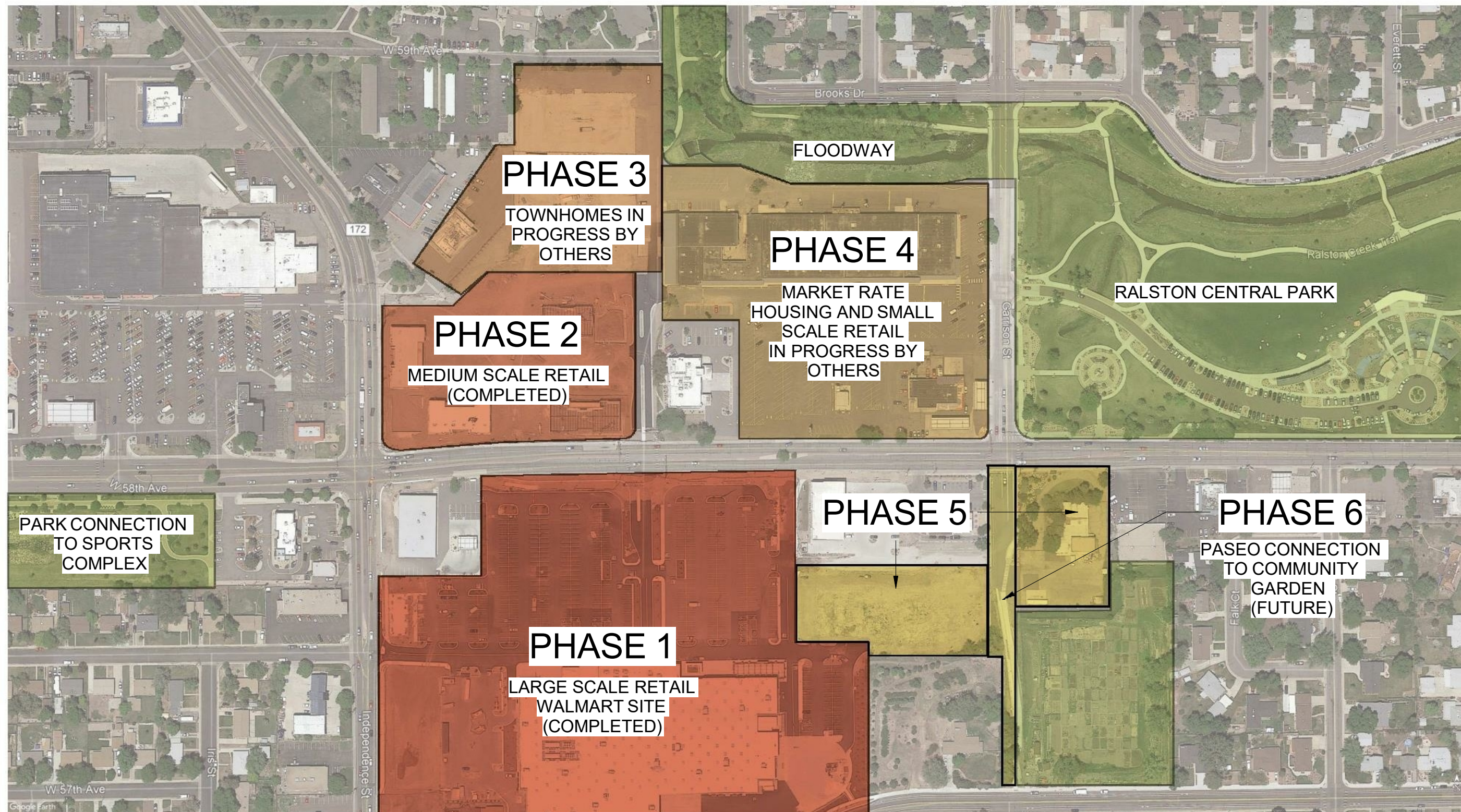
Mr. Owens explained that the motion carried.

- Current site conditions feel derelict and underutilized.
- Develop two sites as one: Parking and Affordable Housing
- Compliments the current area Masterplan
- Engage Garrison Street Paseo so that it is a connector not a divider.



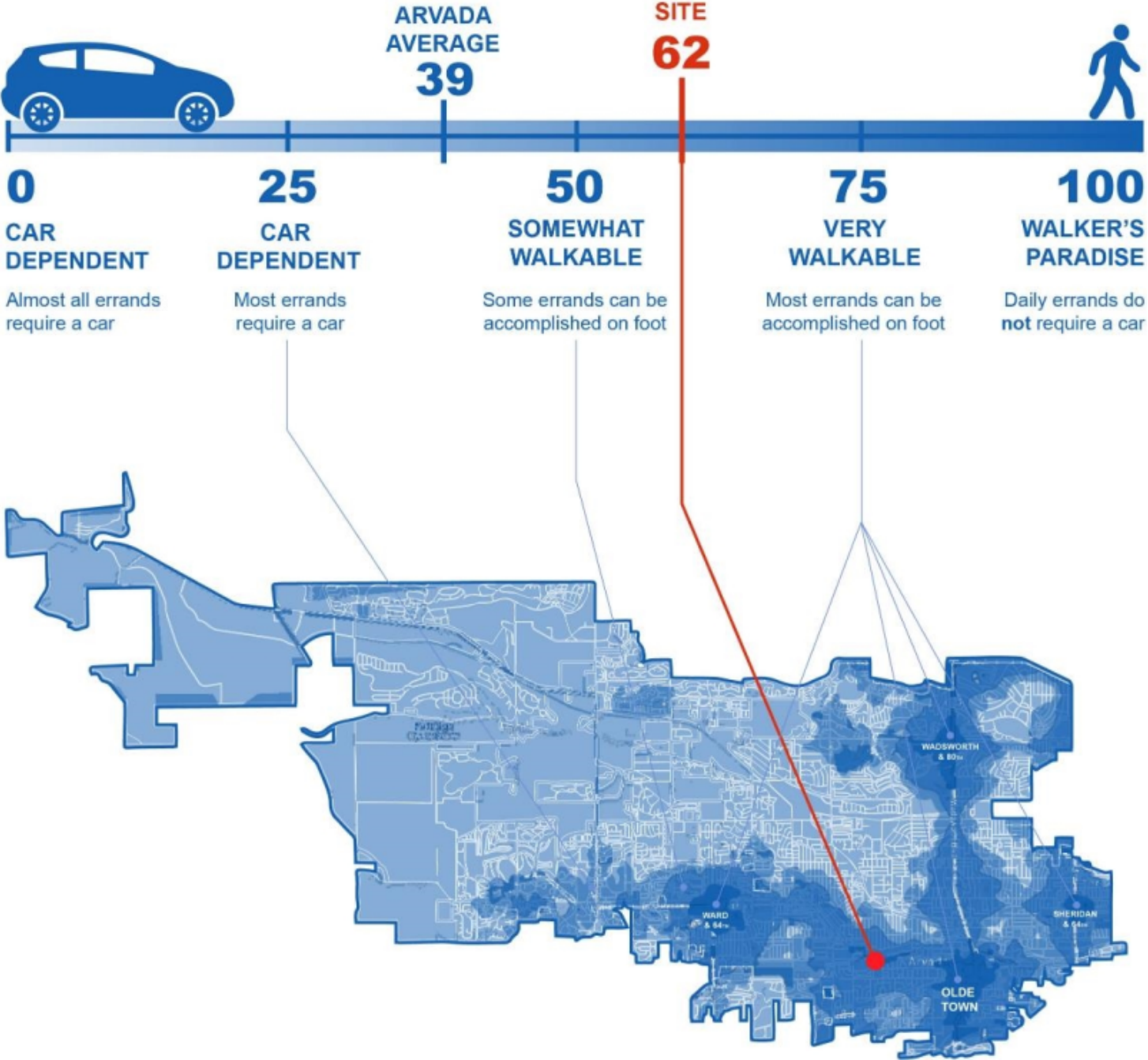




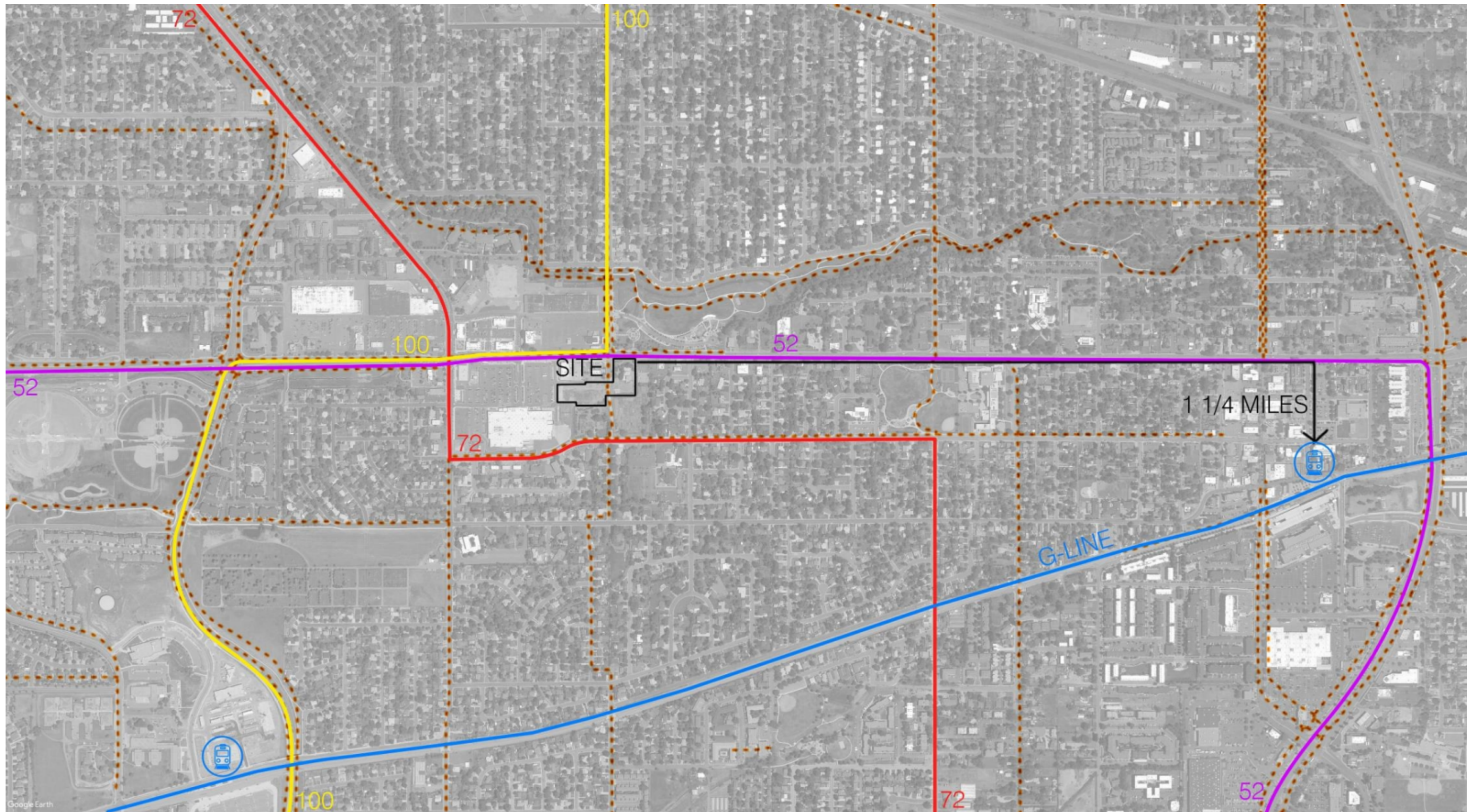


PHASE 5

WALK SCORE



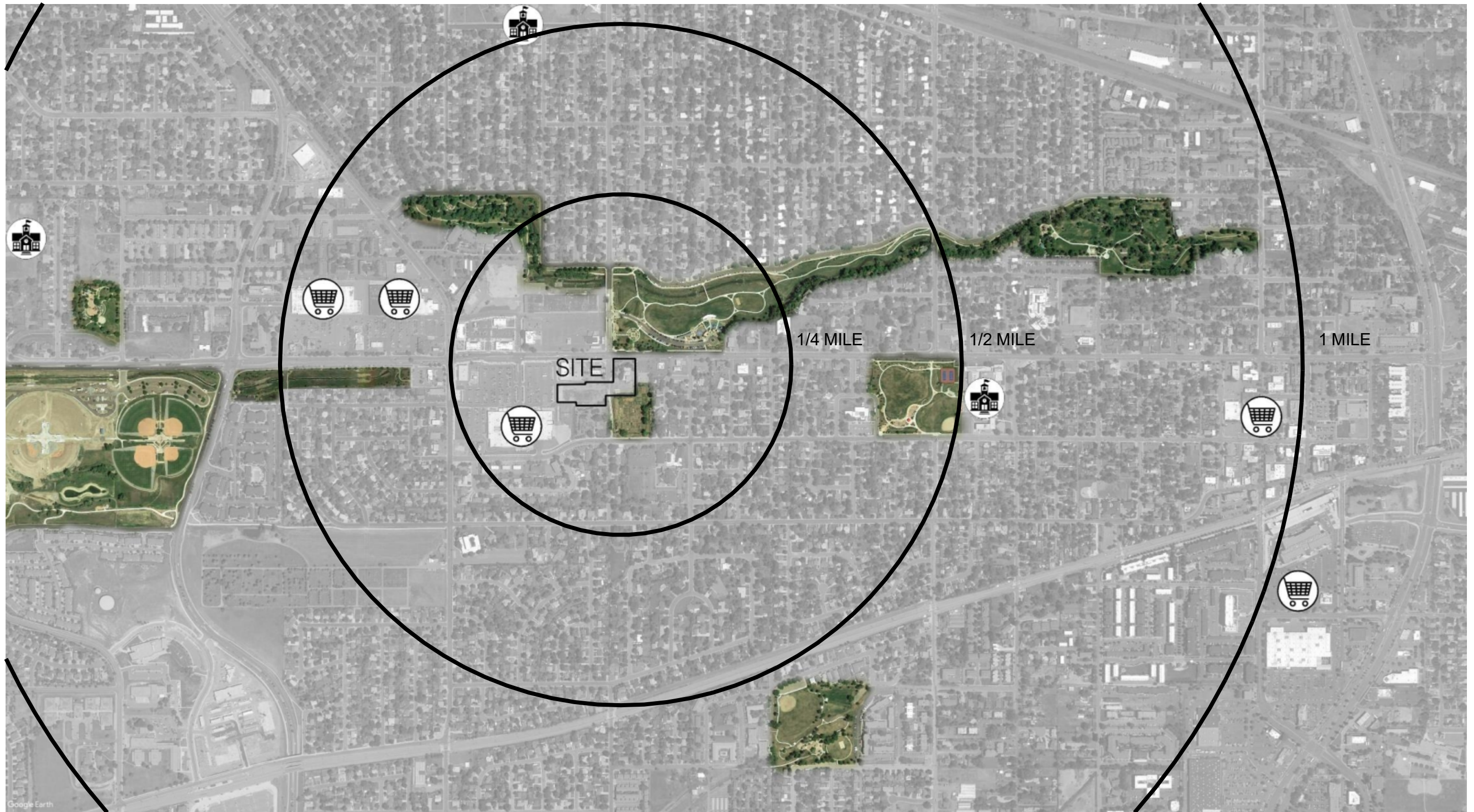
PEDESTRIAN CONNECTIONS



TRANSIT CONNECTIONS



BICYCLE CONNECTIONS



PARKS



SCHOOLS



SHOPPING

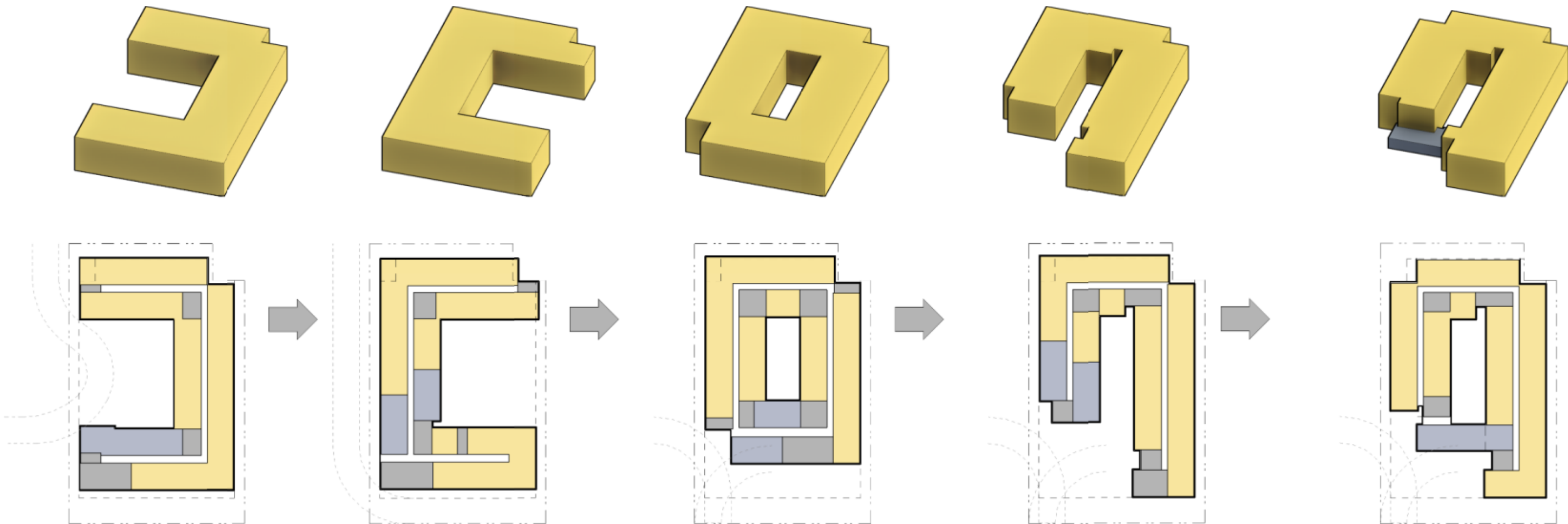
NEIGHBORHOOD CONNECTIONS



BRINSHORE



SEARCHING FOR OPTIMAL ORIENTATION









REPORT TO CITY COUNCIL PUBLIC HEARING

AGENDA ITEM
10.B.

TO: THE HONORABLE CITY COUNCIL

DATE: June 28, 2021

SUBJECT: Major Modifications for Greyshoe Unit Addition, Generally Located at 5430 Estes Street

Report in Brief

Jessica Hsu and Grayson Scherer are requesting approval of a major modification application in order to add an additional unit to the existing three-unit multiplex (triplex). The proposal would not meet parking standards or the minimum lot size and dimension requirements of the R24 (Residential 24) zone district.

The subject property contains 8,145 square feet or 0.187 acres. The existing single-story residence was constructed in 1959 as a duplex and appears to have had several improvements since that time, including a basement remodel to add an additional basement dwelling unit prior to 1976. The residence today contains 3,584 square feet split between two dwelling units on the first floor and a dwelling unit in the basement. The existing density of the property is 16 dwelling units per acre (du/ac). Adding an additional unit would increase the density to 21 du/ac. If the Major Modification requests are approved, a site plan application and building permit will be required, which would be reviewed administratively.

The Arvada team recommends that the City Council deny the Major Modification request since the proposal does not incorporate creative site design, will increase the incompatibility of development, and will have a significant adverse impact on the safety and general welfare of the general public.

Financial Impact

There is no financial impact associated with the recommended action.

Background

The subject property address is 5430 Estes and is located at the intersection of Estes Street and W 54th Place, both of which are designated as local streets. The building is currently a triplex residence. The property was annexed into the City as part of the 5.45-acre Richert Annexation in 1956, and was created as a duplex lot by the Garneal Acres Subdivision in 1960. In 1976, building permit records show that an unpermitted third unit had previously been created in the basement, which did not meet the building code at that time. The owner at the time was required to make several improvements to bring the basement dwelling unit up to code. The current owners and applicants, Jessica Hsu and Grayson Scherer acting as Grey Shoe, LLC, have owned the property since May 13, 2019.

Discussion

Jessica Hsu and Grayson Scherer are requesting approval of a major modification application in order to add an additional unit to the existing three-unit multiplex (triplex). The proposal would not meet parking standards or the minimum lot size and dimension requirements of the R24 (Residential 24) zone district. The specific modifications to the Arvada Land Development Code (LDC) standards are:

1. To allow parking within the front setback when LDC §4-5-3-1(D) prohibits parking in the front setback, except for single-family detached and duplex lots and multiplex sites with parking on paved driveways.
2. To reduce the minimum lot area of a four-unit multiplex-street lot type by 18.5%

3. To reduce the minimum lot width of a four-unit multiplex-street lot type by 35%

The Arvada team recommends denial of the major modification request for the first item since the proposal does not incorporate creative site design, will increase the incompatibility with other development in the area, and will have an adverse impact on the safety and general welfare of the general public. The reason for the recommendation is further detailed in the Planning Commission Report. The Report does not provide a great amount of detail regarding the second two items, as they represent existing conditions on the site and are less relevant than the first modification request.

The Community and Economic Development team performed an analysis of the proposal, based on the approval criteria listed in Chapter 8 of the Land Development Code, and presents the following findings:

Div. 8-3-11 Major Modification Approval Criteria	Finding	Rationale
1. The requested modification is consistent with the Comprehensive Plan and the stated purpose of the applicable zoning district.	Complies	The Comprehensive Plan Future Land Use Designation of High Density Residential and the R24 zone district both intend for higher-density residential uses.
2. The requested modification addresses a unique situation or incorporates creative site design.	Does Not Comply	The proposed design seeks to expand a parking lot that does not currently conform to LDC or Engineering Code standards. Staff finds that the proposal does not incorporate creative site design.
3. The requested modification will not result in incompatible development.	Does Not Comply	While the existing and proposed site condition is similar to the existing condition of some properties along W 54 th Pl., the requested modification is not compatible with standard development in the City for the reasons listed in the staff analysis.
4. The requested modification will have no significant adverse impact on the health, safety or general welfare of surrounding property owners or the general public.	Does Not Comply	The requested modification would expand an existing condition that would have an adverse impact on the general public. Wide driveway access points increase the likelihood of a conflict between vehicles and pedestrians as well as other vehicles. The expansion of the parking lot would also not meet minimum safe spacing requirements of access points and intersections. Wide access points from the public right-of-way also reduce the ability for

		members of the public to park on local streets.
5. Any adverse impacts resulting from the modification will be mitigated to the extent reasonably feasible.	Does Not Comply	The applicant does not mitigate the adverse impacts presented above.

Public Contact

The required neighborhood meeting for this project took place on February 18, 2021. The applicant, staff and one neighbor 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 4-3 to recommend denial of the modifications.

Strategic Alignment

The recommended action to deny the Major Modifications request aligns with the Community and Economic Development Priority Area of the City Council Strategic Plan.

Alternative Courses of Action

1. Deny of the Major Modifications for Greyshoe Unit Addition, generally located at 5430 Estes Street.
2. Approve the Major Modifications Request with the condition that the applicant shall replace all broken sidewalk and curb along the frontage of the property.

Recommendation for Action

The Arvada team recommends the City Council approve Alternative No. 1.

Suggested Motion:

I move that the Major Modifications for Greyshoe Unit Addition, generally located at 5430 Estes Street, be (approved with a condition that the broken sidewalk and curb along the frontage of the property be replaced) (denied).

This motion is based on the findings of fact adopted by the Planning Commission (if approved).

This motion is based on the following findings of fact for denial: (Recite approval criteria you believe the evidence fails to satisfy and your reasons)

Prepared by:
Stephanie Wallace, Administrative Specialist

Reviewed by:

Approved by:

Jonathan Moore, Planner I	6/9/2021
Josie Suk, Development Systems and Administrative Manager	6/11/2021
Robert Smetana, Manager of City Planning and Development	6/14/2021
Ryan Stachelski, Director of Community and Economic Development	6/14/2021
Gail Walker, Legal Specialist-Contracts	6/15/2021
Emily Grogg, Senior Assistant City Attorney	6/15/2021
Rachel Morris, City Attorney	6/17/2021
Lorie Gillis, Deputy City Manager	6/17/2021
Mark Deven, City Manager	6/17/2021

Enclosure, exhibits & attachments required to support the report

City of Arvada
Community and Economic Development Department
PUBLIC HEARING STAFF REPORT

Greystone Unit Addition
Major Modification
DA2021-0037

NATURE OF REQUEST

Jessica Hsu and Grayson Scherer are requesting approval of a major modification application in order to add an additional unit to the existing three-unit multiplex (triplex). The proposal would not meet parking standards or the minimum lot size and dimension requirements of the R24 (Residential 24) zone district.

The subject property contains 8,145 square feet or 0.187 acres. The existing single-story residence was constructed in 1959 as a duplex and appears to have had several improvements since that time, including a basement remodel to add an additional basement dwelling unit prior to 1976. The residence today contains 3,584 square feet split between two dwelling units on the first floor and a dwelling unit in the basement. The existing density of the property is 16 dwelling units per acre (du/ac). Adding an additional unit would increase the density to 21 du/ac. If the Major Modification requests are approved, a site plan application and building permit will be required, which would be reviewed administratively.

MAJOR MODIFICATIONS REQUESTED

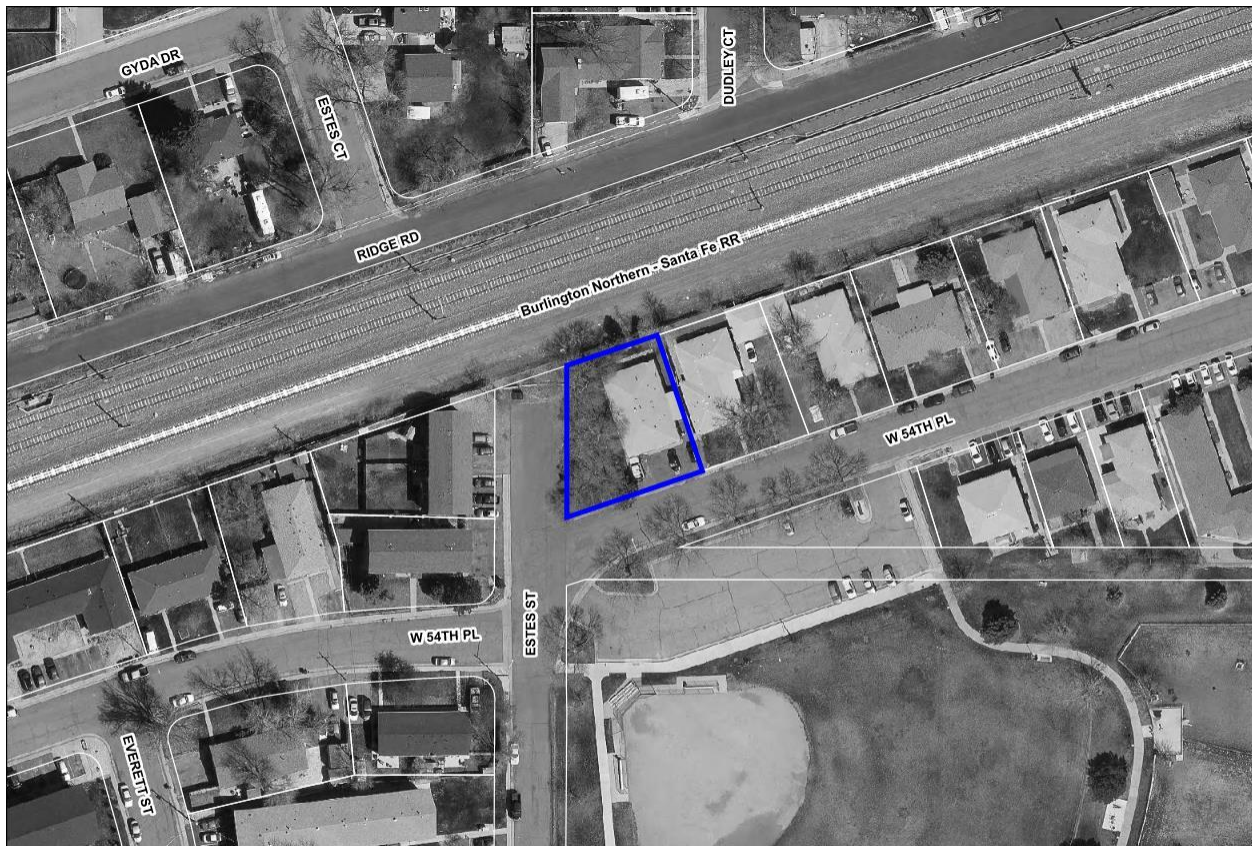
The applicants are requesting modifications to the Arvada Land Development Code (LDC) standards as part of this project. Those modifications are:

1. To allow parking within the front setback when LDC §4-5-3-1(D) prohibits parking in the front setback, except for single-family detached and duplex lots and multiplex sites with parking on paved driveways.
2. To reduce the minimum lot area of a four-unit multiplex-street lot type by 18.5%
3. To reduce the minimum lot width of a four-unit multiplex-street lot type by 35%

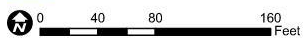
Staff recommends denial of the modification request for the first item since the proposal does not incorporate creative site design, will increase the incompatibility with other development in the area, and it will have an adverse impact on the safety and general welfare of the general public. The reason for the recommendation is further detailed in this report. This report does not provide a great amount of detail regarding the second two items, as they represent existing conditions on the site and are less relevant than the first modification request.

LOCATION AND HISTORY

The subject property address is 5430 Estes and is located at the intersection of Estes St. and W 54th Pl., both of which are designated as local streets. The building is currently a triplex residence. The property was annexed into the City as part of the 5.45-acre Richert Annexation in 1956, and was created as a duplex lot by the Garneal Acres Subdivision in 1960. In 1976, building permit records show that an unpermitted third unit had previously been created in the basement, which did not meet the building code at that time. The owner at the time was required to make several improvements to bring the basement dwelling unit up to code. The current owners and applicants, Jessica Hsu and Grayson Scherer acting as Grey Shoe, LLC, have owned the property since May 13, 2019.



 Property Boundary



VICINITY MAP 5430 ESTES ST MAJOR MODIFICATION

The maps provided are graphical representations intended for general informational purposes only, and may not reflect the most current information or conditions. THE CITY OF ARVADA MAKES NO WARRANTY OF MERCHANTABILITY OR WARRANTY FOR FITNESS OF USE FOR A PARTICULAR PURPOSE, EXPRESSED OR IMPLIED, WITH RESPECT TO THESE GRAPHICAL REPRESENTATIONS OR THE UNDERLYING DATA. Any users of these graphical representations or map products accept same AS IS, WITH ALL FAULTS, and assumes all responsibility for the use thereof, and further covenants to hold the City harmless from and against all damage, loss, or liability arising from the use of this map product, in consideration of the City's having made this information available.

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 virtually on February 18, 2021. The applicant, staff, and one neighbor were in attendance.

The applicant presented their proposal and the neighbor asked a question about how the parking would be expanded. A summary of the meeting 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

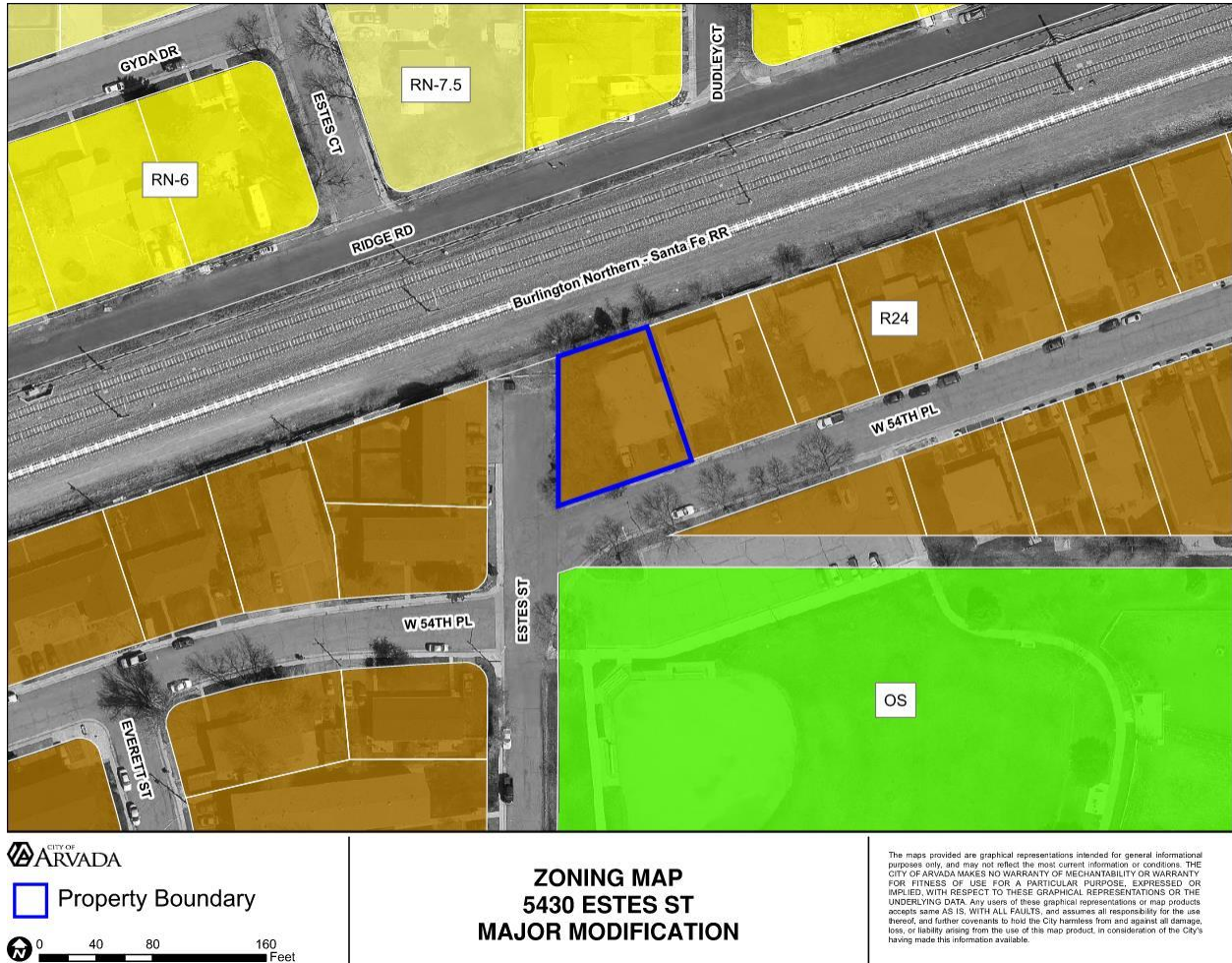
The development was placed on the public hearing review timeline, which typically requires three rounds of staff review. The first review took six weeks, after which staff determined that the plans included sufficient detail for the Planning Commission and City Council to review.

ALIGNMENT WITH CITY COUNCIL STRATEGIC PLAN

The project is consistent with the City Council Strategic Plan principles for the Community and Economic Development work system.

ZONING AND LAND USE

The subject property is currently zoned R24 (Residential 24) and is approximately 8,145 square feet in size.



Surrounding properties are zoned and utilized as follows:

Direction	Zoning	Actual Use
North (across railroad)	RN-6 (Residential Neighborhood – 6)	Single-Family Residence
South (across W 54 th Pl)	OS (Open Space)	Park
East	R-24 (Residential 24)	4 unit multiplex
West (across Estes St)	R-24 (Residential 24)	4 unit multiplex

PROJECT ANALYSIS

Compliance with the Comprehensive Plan

The subject property has a Comprehensive Plan Future Land Use Designation of High Density Residential, which is intended for multi-family residential apartments and condominiums and similar higher-density residential types. The proposal generally complies with the Comprehensive Plan.

Setbacks

The existing building meets the setback requirements of a three-unit multiplex-street lot type. The addition of another unit would not impact the setback requirements.

Building Height

The existing single-story building complies with the maximum height limit of 35 feet. The proposal is not seeking to increase the height of the building.

Landscaping, Buffering and Fencing

Two existing trees would need to be removed to accommodate the expansion of the parking lot. The trees being removed would need to be mitigated in accordance with LDC §4-6-2-2. - Tree Removal and Replacement. A landscape buffer is not required as the adjacent land use is also multi-family.

Parks

Since a new residential dwelling unit is being proposed, a Park Development Fee and a Park and Trail Dedication Fee-in-Lieu would be required with a Site Plan application.

Building Design

The proposal would not alter the existing exterior building design.

Circulation and Connectivity

The subject property is located and accessed from W 54th Pl, which is a local road. The existing condition of the site does not meet several standards of LDC §4-4-2-2. - General Vehicular Access and Circulation.

- The existing parking lot exceeds the maximum access width allowed by the Engineering Code of Standards and Specifications. The maximum width allowed is 30 feet per Engineering Code Standard Drawing ST-25. The existing parking lot is 53 feet wide and the proposal would expand the width to 80 feet. The maximum access width is intended to provide adequate access to sites while minimizing potential conflicts with vehicles and pedestrians in the right-of-way and to allow for on-street parking.
- Due to the width of access, the property does not minimize the number of vehicular turning movements and points of vehicular conflict and does not minimize points of potential conflict between pedestrian and vehicular traffic.
- The proposed widening of the parking lot would also not comply with Arvada City Code, Sec. 94-156, which requires a minimum driveway distance of 50 feet from the intersection. The proposed widening would be located less than 20 feet from the intersection.

Parking and Loading

The existing building contains two two-bedroom units and one three-bedroom basement unit requiring seven total parking spaces per LDC Table 4-5-2-2A. The existing unstriped parking lot is able to accommodate only five parking spaces meeting LDC §4-5-3-2. - Parking Space and Aisle Standards. The existing condition is considered non-conforming under the LDC. The proposal to divide the existing basement unit into a separate two-bedroom unit and an efficiency unit would require a total of eight parking spaces.

In addition to not meeting LDC and Engineering Code sections listed above, the existing and proposed parking lot also does not meet LDC §4-5-3-1(D) – General Parking and Loading Design Principles, which prohibits parking in the front setback, except for single-family detached and duplex lots and multiplex sites with parking on paved driveways. The applicant states that the exiting parking lot should be considered as a driveway and therefore parking would be allowed within the front setback. However, staff finds that the existing condition does not meet the definition of driveway in the Merriam-Webster Dictionary, which states that a driveway is “a private road giving access from a public way to a building on abutting grounds.” As the LDC does not define driveway, staff consulted the Merriam-Webster Dictionary as directed by LDC §11-3-2-1.

Utility Services

There are available utility services for an additional residential dwelling unit.

Police and Fire Protection

There are adequate police and fire protection services for an additional residential dwelling unit. The Arvada Fire Protection District has reviewed the Major Modification request and will require additional information about how the proposal will meet the 2018 International Residential Code with the Site Plan application.

School District

Since a new residential dwelling unit is being proposed, a School Land Dedication Fee-in-Lieu would be required with a Site Plan application.

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 Chapter 8 of the Land Development Code, and presents the following findings:

Div. 8-3-11 Major Modification Approval Criteria	Finding	Rationale
1. The requested modification is consistent with the Comprehensive Plan and the stated purpose of the applicable zoning district.	Complies	The Comprehensive Plan Future Land Use Designation of High Density Residential and the R24 zone district both intend for higher-density residential uses.
2. The requested modification addresses a unique situation or incorporates creative site design.	Does Not Comply	The proposed design seeks to expand a parking lot that does not currently conform to LDC or Engineering Code standards. Staff finds that the proposal does not incorporate creative site design.
3. The requested modification will not result in incompatible development.	Does Not Comply	While the existing and proposed site condition is similar to the existing condition of some properties along W 54 th Pl., the requested modification is not compatible with standard development in the City for the reasons listed in the staff analysis.
4. The requested modification will have no significant adverse impact on the health, safety or general welfare of surrounding property owners or the general public.	Does Not Comply	The requested modification would expand an existing condition that would have an adverse impact on the general public. Wide driveway access points increase the likelihood of a conflict between vehicles and pedestrians as well as other vehicles. The expansion of the parking lot would also not meet minimum safe spacing requirements of access points and intersections. Wide access points from the public right-of-way also reduce the ability for members of the public to park on local streets.
5. Any adverse impacts resulting from the modification will be mitigated to the extent reasonably feasible.	Does Not Comply	The applicant does not mitigate the adverse impacts presented above.

STAFF RECOMMENDATION

Based upon project analysis and review of the Land Development Code approval criteria, staff recommends denial of the requests. Staff has indicated several existing conditions of the site that do not comply with current LDC standards. Staff recognizes that the existing conditions were created prior to current LDC standards being adopted, and therefore would be allowed to continue as the property is legally nonconforming. Staff also recognizes that due to the

placement of the building and existing site design, it would be challenging to meet several standards of the LDC. However, staff cannot recommend approval of a proposal that would seek to expand existing conditions that do not meet requirements of the LDC.

If the Planning Commission finds that the Major Modification request meets the approval criteria, then staff recommends that the following conditions be made part of the approval:

- The applicant shall replace all broken sidewalk and curb along the frontage of the property.

The Planning Commission may recommend denial of the request(s) if it cannot make affirmative findings of the approval criteria stated above.

PROJECT OVERVIEW LETTER

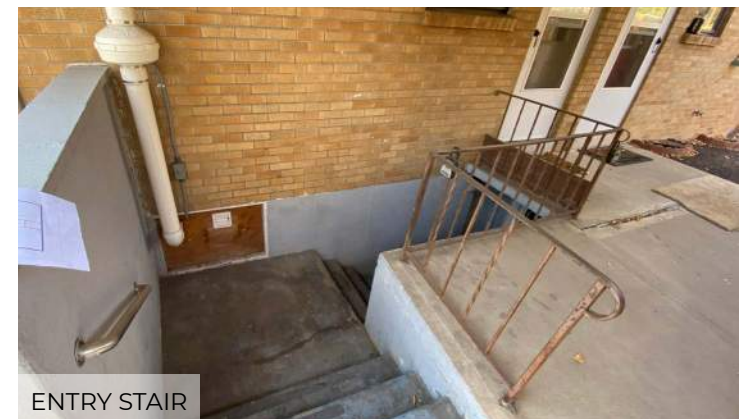
Major Modification Justification

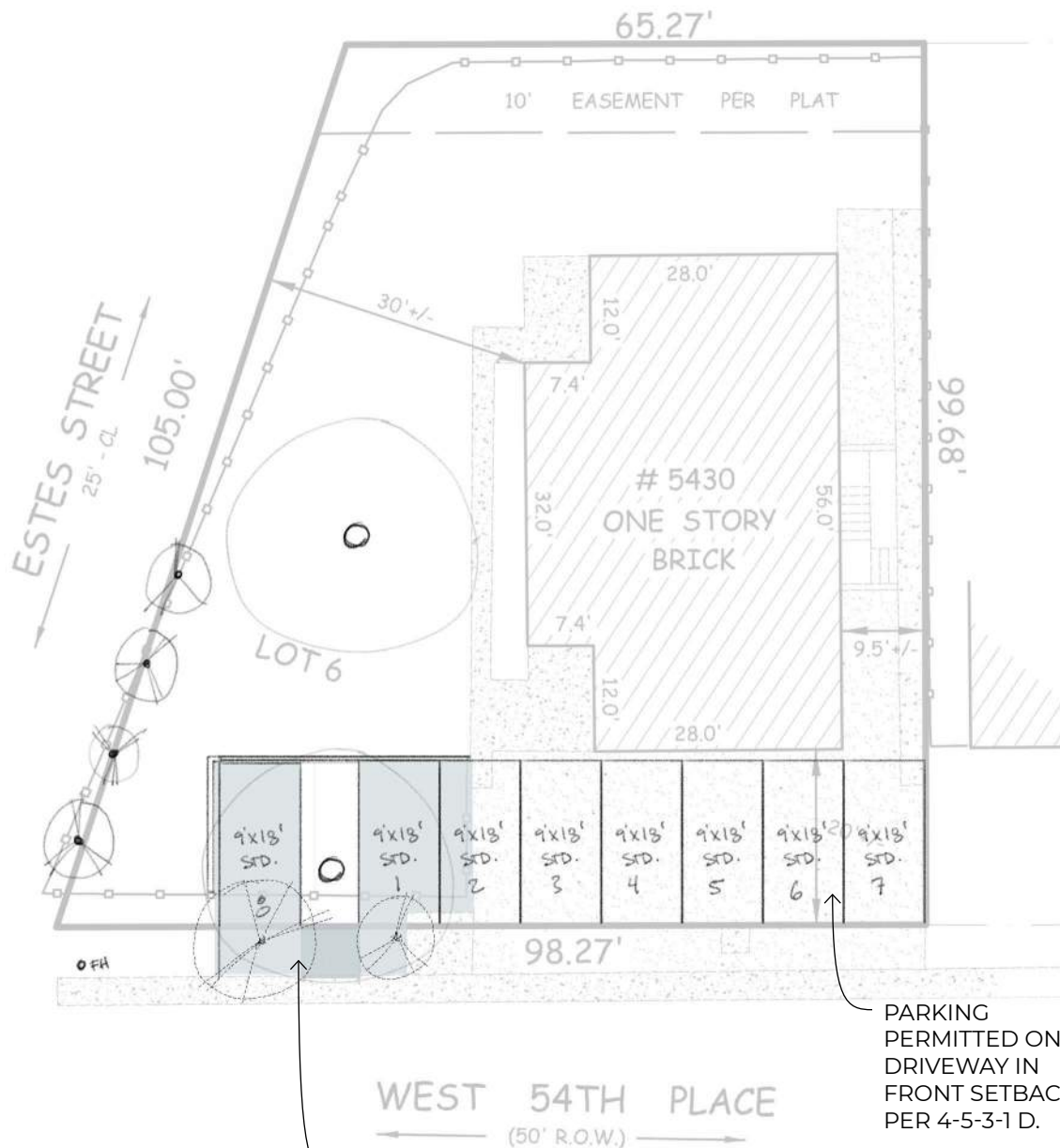
Grey Shoe LLC is investigating the possibility of converting the triplex at 5430 Estes Street to a 4 unit complex. This existing one-story brick multiplex currently has electric meters and other provisions for 4 separate units.

The project would involve the following:

- Subdivide the existing 3-bedroom basement unit into one 2-bedroom unit and one studio.
- The new studio unit is accessible from the common corridor that also accesses the laundry room.
- No exterior changes are planned aside from required site modifications to accommodate parking that adds three additional on-site parking spaces.
- The proposed unit will have a dedicated hot water tank and electric meter, and is planned to use electric baseboard heat. The existing HVAC systems serving other units will not supply the proposed unit.

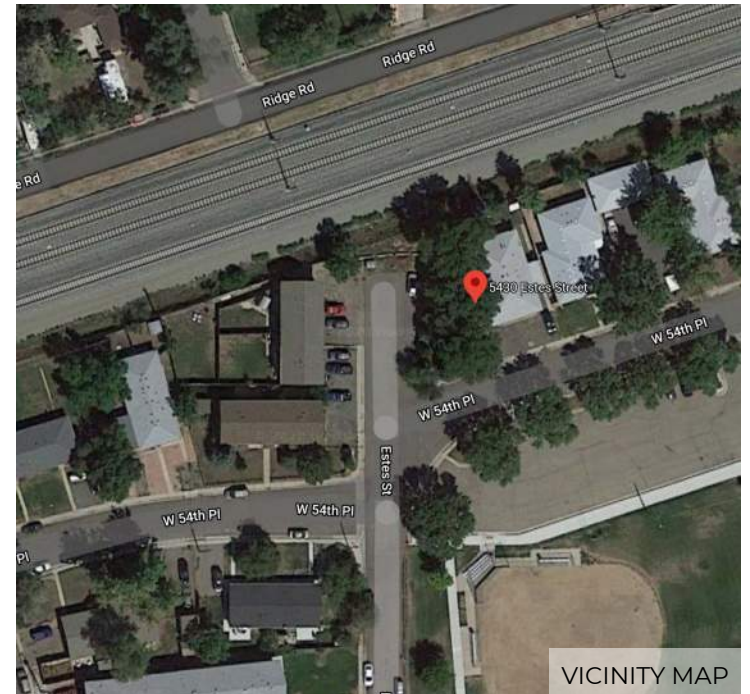
We are seeking approval of a major modification due to the fact that this change increases the unit density of the building by adding a fourth unit. No modifications would be made to the height of the building, however there are proposed changes to the parking area in the front of the building as shown in the attached site plan.





REMOVE (2) EXIST TREES AND FENCE, EXTEND EXIST ASPHALT DRIVEWAY. LARGE TREE TO REMAIN. RELOCATE EXIST TRASH AREA. PROVIDE NEW FENCE OR LOW LANDSCAPE WALL.

PARKING PERMITTED ON DRIVEWAY IN FRONT SETBACK PER 4-5-3-1 D.



PARKING REQUIRED PER TABLE 4-5-2-2A

DISTRICT: RESIDENTIAL 24
HOUSING TYPE: MULTIPLEX
UNITS: 4 TOTAL

EFFICIENCY UNIT: 1.4 SP/DU X1 = 1.4 SPACES
2 BEDROOM UNIT: 2.1 SP/DU X3 = 6.3 SPACES

TOTAL: 7.7 SPACES, ROUND UP TO
8 SPACES REQUIRED



Neighborhood Meeting Summary

The neighborhood meeting regarding the major modification proposed for 5430 Estes St was held on February 18th, 2021. The meeting was held virtually via the bluejeans.com meeting platform. Letters of notice for the meeting were mailed on February 1st, 2021. We received one response and the link and credentials to the meeting were sent out accordingly.

There was only one attendee of the meeting other than ourselves and Jonathan Moore. His information is listed here:

Meeting Attendees:

Andrew Tobias
Blue Spruce Homes, LLC
700 N. Colorado Blvd. #110
Denver, CO 80206

The meeting was brief, lasting only around 30 minutes. We reviewed the project site plan, which showed the proposed major alterations to the parking areas of the premises, and discussed our plans for how the site could be used as a 4-plex. Andrew asked specifically about the proposed parking for the home, which we reviewed in detail, showing how it would be extended according to the site plan. His concerns were addressed and he stated that he was satisfied with what we presented.

The meeting was ended after about 30 minutes after Andrew stated that he was satisfied and had no more questions for us.

Synopsis of Meeting Minutes from June 8, 2021 Planning Commission

Major Modification, Greystone Unit Addition, generally located at 5430 Estes St. Arvada, CO 80002

Mr. Owens opened the public hearing, and asked Staff if the required documents were in order.

Mr. Moore stated that three forms of notice are required. Staff published notice in the paper and the mailing affidavits and posting log are both in order. There were no additions or corrections added to staff report

Mr. Owens entered into record the Staff Report dated June 8, 2021, posting log affidavit, affidavit of mailing and posting log.

Mr. Moore gave a brief overview of the project and application for a major modification, the subject property contains 8,145 square feet and is located at the Northeast corner of Estes St. and West 54th Place. The proposal to add a unit will primarily require internal modifications to the existing building, as well as the addition of three off-street parking spaces to the site. Major Modifications are required since parking is not allowed within the front setback. The Major Modification is also to reduce the minimum lot size and minimum lot width requirements for the property. Mr. Moore continued to state that a site plan application and building permit will be required if this request is approved by the Planning Commission and City Council. The application would then be reviewed administratively.

Mr. Scherer, applicant, gave an overview of the design of the project. Mr. Scherer explained that the previous owner had made improvements to add a fourth unit by adding a fourth electrical meter. He stated that they only just learned that the fourth unit was not allowed, based on the zoning. They are requesting major modifications to allow for a fourth unit.

Ms. Hsu, applicant, gave an overview of the existing parking issue and the inability to add the required amount. She asked for a waiver on the parking requirement.

Mr. Moore clarified that staff's understating of the request has been to allow parking in the front setback, which is not allowed per the Land Development Code. He stated that there is a misunderstanding on the applicant's part and stated that all parking spaces would be required.

Ms. Hsu confirmed that Mr. Moore was correct.

Mr. Owens opened the hearing for comments from the public.

PUBLIC COMMENT

IN FAVOR

None.

IN OPPOSITION

None.

APPLICANT REBUTTAL

None.

Mr. Owens closed public comment

QUESTIONS FROM THE COMMISSION

Mr. Knapp asked staff if there was already an overflow issue with parking in the neighborhood without the current proposal.

Mr. Moore stated that many properties on W 54th Pl did not meet parking or access standards. Those standards are intended to accommodate current residents, leaving street parking to guests and short term parking.

Mr. Gay asked staff if the request to eliminate parking spaces should change recommendation to reject application.

Mr. Moore stated that it shouldn't change the recommendation, as the parking reduction was not part of this request. To reduce parking spaces there would need to be significant benefit to The City of Arvada. Staff would not be able to support parking reduction.

Mr. Gay asked applicant if property was bought with express intent to create a four-unit property.

Ms. Hsu stated that the property was marketed with the intent to develop into a four-unit property at time of purchase.

Mr. Magee asked staff if additional parking could be added to Estes St. instead of extending non-conforming parking on south side.

Mr. Moore stated that parking off Estes St. is also considered a front setback and would have to conform to the same standard.

Mr. Griffith asked staff what the additional information requested from Police and Fire was for safety and if they were satisfied.

Mr. Moore stated that the information requested was asking about adding sprinklers to the building and an egress window and the applicant would need to respond to the request as part of the site plan and building permit.

Mr. Griffith asked staff what the length of the sidewalk/curb would be that needs to be replaced or repaired by the applicant.

Mr. Moore stated that it would be the entire broken sidewalk/curb on W. 54th Place.

MOTION:

It was moved by Mr. Magee, that a Major Modification for Greyshoe Unit Addition, generally located at 5430 Estes St., be recommended to City Council for approval and the staff condition about replacing the broken sidewalk and curb be included.

This motion is based on the findings of fact and approval criteria on Pages 7 and 8 of the Staff Report.

DISCUSSION OF MOTION

Mr. Owens stated that he encourages people to invest in the City of Arvada; however this isn't the right place or option. He stated his concerns of due diligence when buying a property and not rely on citizens and the City to allow modifications not up to code. He stated that he will not be supporting the motion.

Mr. Hannan stated that this use makes sense in this neighborhood and only this neighborhood. He stated that due to the year built, he believes it to be a reasonable modification and will be supporting the motion.

Mr. Magee stated that 4 of the 5 approval criteria are not being met. He stated that due to the public safety and non-conforming zoning issues he will not be supporting the motion.

Mr. Gay stated he didn't want to kill the entrepreneurial spirit in Arvada, and gathered no safety issues existed. He stated that he will be supporting the motion.

Mr. Knapp stated that parking is a big issue currently and if approved it will continue to push the parking issue and create more public safety issues. He stated that he will not be supporting the motion.

Mr. Griffith stated that he carefully looked into the criteria to make sure there is a benefit to the community. He stated that neighborhood concerns were met in the neighborhood meeting and could potentially solve the some of the housing issue. He stated that he would be supporting the motion.

Synopsis of Planning Commission Meeting Minutes

June 8, 2021

Page 4 of 4

Ms. Connell stated she is reluctant to approve the request due to other potential applicants wanting to do the same thing in other areas. She stated that she will not be supporting the motion.

The following votes were cast on the motion:

Those voting Yes: Griffith, Hannan, Gay

Those voting No: Connell, Magee, Knapp, Owens

Those absent: None

The motion failed 3-4.

Mr. Owens explained that the motion failed.

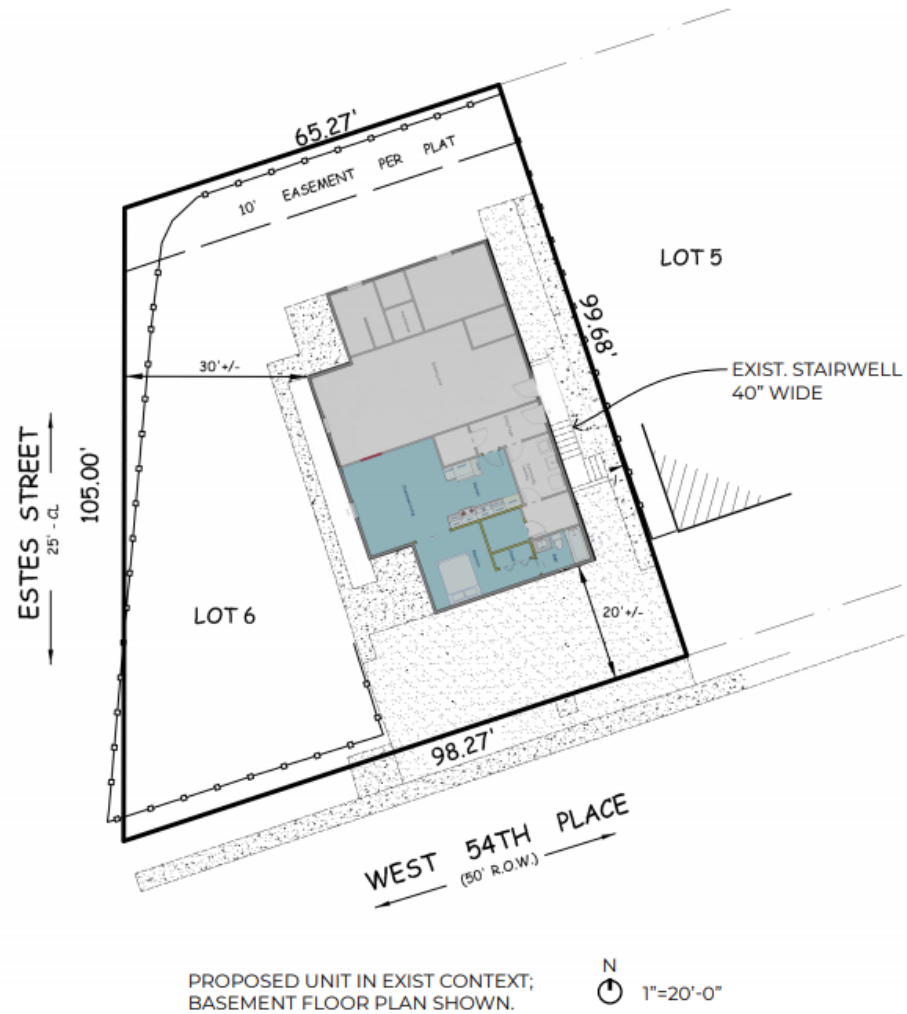
5430 Estes Street Major Modification Proposal

June 28, 2021

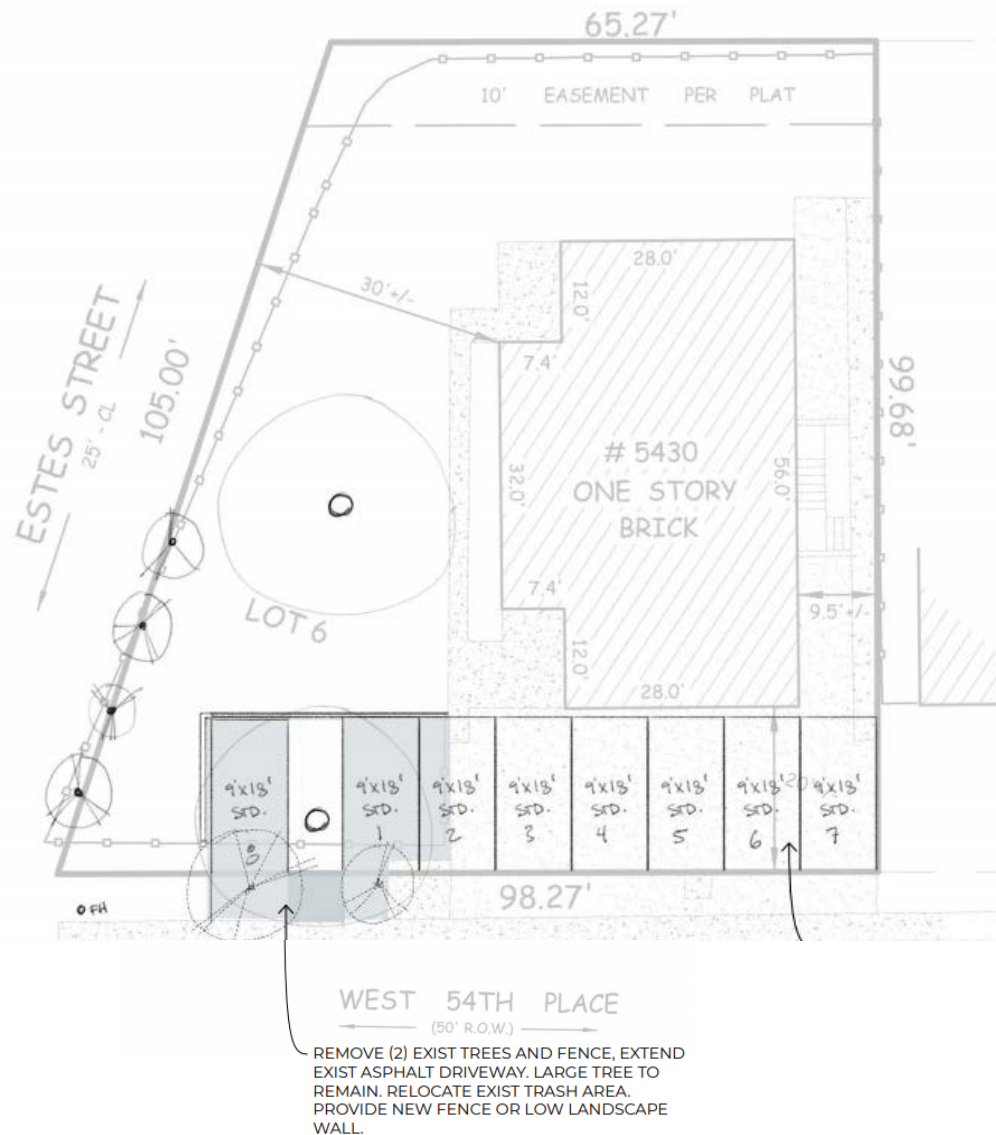
Summary

- ▶ The owner of 5430 Estes Street is requesting the City of Arvada to approve the conversion of the triplex at 5430 Estes Street to a 4 unit complex. This existing one-story brick multiplex currently has electric meters and other provisions for 4 separate units.
- ▶ The project would involve the following:
 - ▶ Subdivide the existing 3-bedroom basement unit into one 2-bedroom unit and one studio.
 - ▶ The new studio unit is accessible from the common corridor that also accesses the laundry room.
 - ▶ No exterior changes are planned aside from required site modifications to accommodate parking that adds three additional on-site parking spaces.
 - ▶ The proposed unit will have a dedicated hot water tank and electric meter, and is planned to use electric baseboard heat. The existing HVAC systems serving other units will not supply the proposed unit.

Current Site Plan



Proposed Site Plan – Exterior



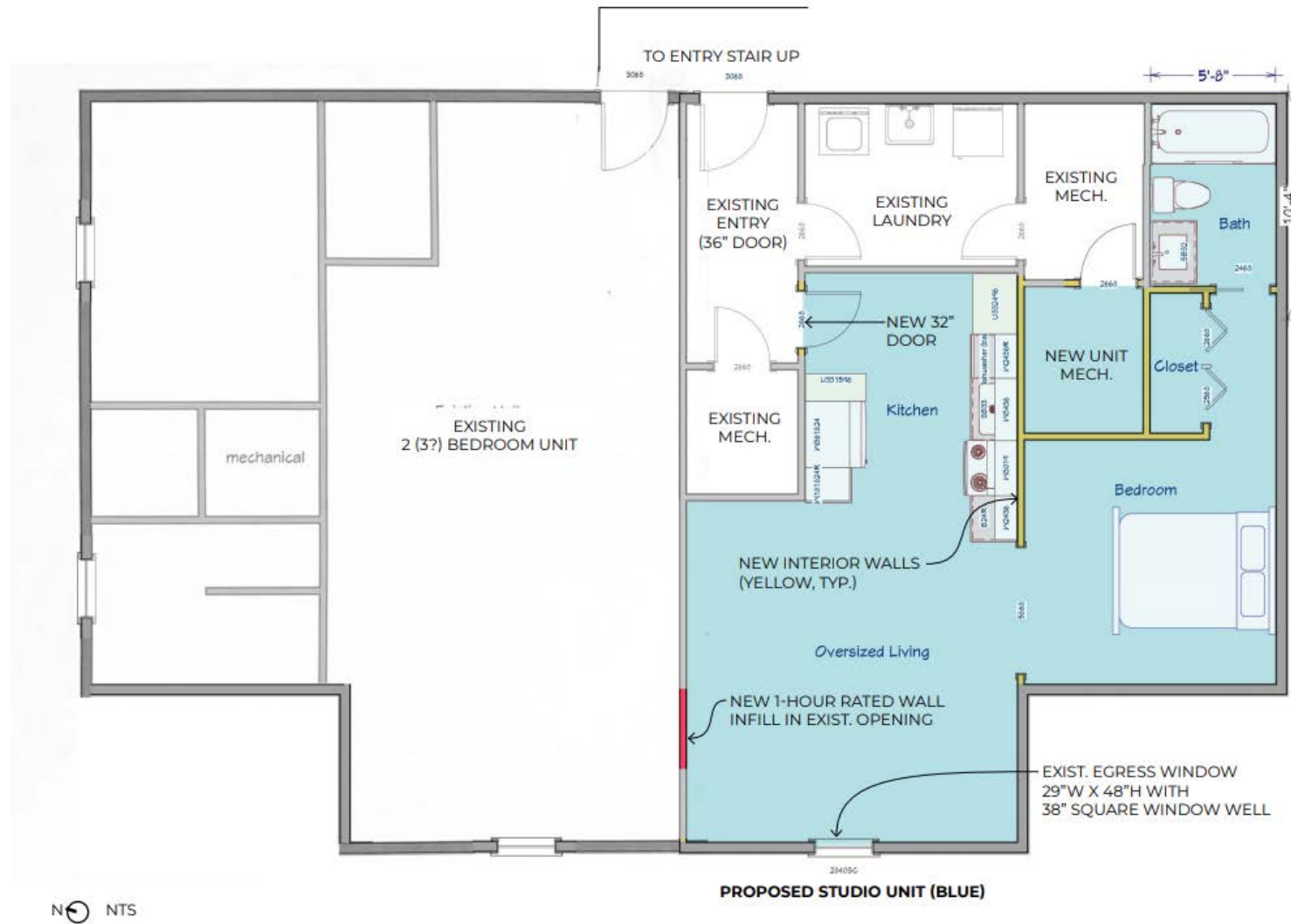
PARKING REQUIRED PER TABLE 4-5-2-2A

DISTRICT: RESIDENTIAL 24
HOUSING TYPE: MULTIPLEX
UNITS: 4 TOTAL

EFFICIENCY UNIT: 1.4 SP/DU X1 = 1.4 SPACES
2 BEDROOM UNIT: 2.1 SP/DU X3 = 6.3 SPACES

TOTAL: 7.7 SPACES, ROUND UP TO
8 SPACES REQUIRED

Proposed Site Plan - Interior



City Planner Consideration 1

Parking in Front Setbacks: The property is zoned R24 (Residential 24 du/ac) and has a Comprehensive Plan future land use map designation of High Density Residential. The existing property does not currently conform to LDC §4-5-3-1D - Parking in Front Setbacks

Mitigating factor:

- D. **Parking in the Front Setbacks.** Parking shall not be permitted within the front setback or frontage zone on any lot, except for single-family detached and duplex lots and multiplex sites with parking on paved driveways.

Per LDC 4-5-3-1-D on page 206 of 474. The Current Version (as of May 18, 2020) of LDC the property allows for parking in the front setbacks.

Building Standard: The Building Standard requires a minimum lot size of 10,000 square feet for a four-unit street accessed multiplex. The standards also require a minimum lot width of 100 ft. The size of the lot is 8,145 and the lot width is 98.27 ft.

- 5430 is located at the end of a residential street with Alley-like access.
- Owner limiting the number of tenants to one per unit (see next page).

Lot Type	Vehicular Access	Minimum						Maximum		
		Lot Area (per building)	Lot Width	Front Setback	Street Side Setback	Interior Side Setback	Rear Setback	Units Per Building	Height ³	Building Coverage ¹
Multiplex	Alley or Parking Court	3 unit bldg.: 8,000 sf.	3 unit bldg.: 75 ft.	15 ft.	15 ft.	6 ft.	2 ft. ¹	6	35 ft.	65%
		4 unit bldg.: 8,500 sf.	4 unit bldg.: 80 ft.							
		6 unit bldg.: 10,000 sf.	6 unit bldg.: 100 ft.							
	Street	3 unit bldg.: 8,000 sf.	3 unit bldg.: 80 ft.	20 ft.	18 ft. to building; 20 ft. to garage door, if any	6 ft.	15 ft.	interior lot: 3	35 ft.	55%
		4 unit bldg.: 10,000 sf.	4 unit bldg.: 100 ft.					corner lot: 4		
General Multifamily	Any	12,000 sf.	75 ft.	20 ft.	10 ft.	6 ft.	10 ft. ¹	not limited ²	(by zoning)	60%
Urban Multifamily	Any	No minimum	50 ft.	10 ft.	10 ft.	10 ft.	0 ft.	not limited ²	(by zoning)	90%

City Planner Consideration 3

Parking Shortfall: Seven Off-Street Parking spaces are currently required (for two two-bedroom units and one three-bedroom unit). Five spaces are currently being provided. The proposal would required a total of eight off-street parking spaces, none of which could be within the front setback.

Mitigating Factor:

- Owner limiting the number of tenants to one per unit to mitigate parking pressure in the neighborhood
- Owner willing to consider making the new basement unit an affordable housing space for City of Arvada.

THANK YOU!



REPORT FROM CITY COUNCIL

AGENDA ITEM
12.A.

DATE: June 28, 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:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Enclosure, exhibits & attachments required to support the report

Council Member	Committee
Marc Williams	Arvada Urban Renewal Authority E-470 Authority (alternate) Jefferson Parkway Public Highway Authority Northwest Parkway Authority (Associate Member) (alternate) Urban Drainage and Flood Control District West Connect Coalition *Metro Mayors Caucus
Dot Miller	Adams County Economic Development Association Arvada Municipal Court/Judicial Committee CML Policy Committee Jefferson County Community Corrections Board (alternate) Smart City Advisory Committee
Bob Fifer	Apex Coordinating Committee Arvada Fire Protection District Coordinating Committee Arvada Transportation Committee Denver Regional Council of Governments Jefferson County R-1 Schools Coordinating Committee Jeffco Transportation Action & Advisory Group (JEFFTAAG) Smart City Advisory Committee
Nancy Ford	Arvada Center for the Arts and Humanities Arvada Sustainability Advisory Committee Arvada Visitors Center Committee (alternate) Rocky Flats Stewardship Council
David Jones	E-470 Authority (alternate) Jefferson County Community Corrections Board Jefferson County R-1 Schools Coordinating Committee Jefferson Economic Development Council (JEDC) Jefferson Parkway Public Highway Authority Northwest Parkway Authority (Associate Member) (alternate) West Connect Coalition (alternate)
John Marriott	Adams County Economic Development Association (alternate) Apex Coordinating Committee Arvada Audit Committee Arvada Economic Development Association Board Arvada Municipal Court/Judicial Committee CML Policy Committee Denver Regional Council of Governments (alternate) Jeffco Transportation Action & Advisory Group (JEFFTAAG) (alternate) Olde Town Business Improvement (BID) District Rocky Mountain Metropolitan Airport Community Noise Roundtable
Lauren Simpson	Arvada Audit Committee Arvada Fire Protection District Coordinating Committee Arvada Visitors Center Committee Smart City Advisory Committee

*Asterisked committees are not appointed by Council



REPORT TO CITY COUNCIL

AGENDA ITEM
13.A.

TO: THE HONORABLE CITY COUNCIL

DATE: June 28, 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:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Rachel Morris, City Attorney	6/17/2021
Lorie Gillis, Deputy City Manager	6/17/2021
Mark Deven, City Manager	6/17/2021

Enclosure, exhibits & attachments required to support the report

2021 CITY COUNCIL WORKSHOPS, PRESENTATIONS AND RETREATS (TENTATIVE)

WORKSHOPS	Date	Lead
Proposed Ordinance and Rules and Regulations related to Micromobility (e-Scooters, e-Bikes)	June 21	PW
Waste Hauling update	June 21	CMO
2020 - 2025 City Council Strategic Plan	June 21	CMO
Parks and Recreation in Arvada	June 21	VCN
Appointee Evaluations (rescheduled from June - Do not schedule any workshops)	July 12	
Traffic Calming Pilot Projects Update – 45-60 minutes (Keep this agenda light) The Mobility and Planning Innovations (MPI) Division of Public Works will be presenting an update on the Traffic Calming Pilot Projects for W 57th Ave and Grandview Ave near Olde Town, and provide City Council with next steps related to a citywide Traffic Calming Program that supports the Police Department and Public Works Department initiatives on traffic safety. The presentation will briefly recap public outreach results and how citizen input has been incorporated into the pilot projects.	July 26	PW
10-year model	Aug 9	Fin
Bond Project Update	Aug 23	PW
CIP Update	Aug 23	
Budget Presentation	Sept 27	Fin
Pay Plan	Oct 11	Fin
Communications Update	Oct 25	CMO
Bond Project Update	Nov 22	PW
Master Plan Update on Storm and Wastewater	Nov 22	PW
	Dec 13	
Council Retreat Update	TBD	CMO
Pomona Parcel	TBD	CMO
Pocket Neighborhoods	TBD	
Meyers Pool	TBD	CMO
City Marketing Plan	TBD	CMO
Traffic Violation Fee	TBD	PW
Financial Scenarios for Street Maintenance Deficit/Options for Increasing Maintenance Funds Engage City Council in a discussion around the current street maintenance needs and how the City might fund them. This will include revenue enhancements, future allocations and expenditure realignments.	TBD	PW/Fin/CMO
Fiber Master Plan The Fiber Master Plan which is also called Arvada Fiber Optic Network (AFON), was first presented to City Council 4/10/2017. City Councils had set a strategic goal to build a fiber network to enable high speed/real-time connectivity to city facilities and assets in order to enhance city operations. This workshop is intended to brief City Council as to the progress of the AFON build out. Updates are intended to cover conduit installation progress, fiber installation progress, current collocate opportunities, IGA member updates, and connections to current assets (city buildings, traffic, signals, utilities, radio, etc.).	TBD	PW
Community Survey Update The purpose of this item is to continue a discussion with Council about the Community Survey results and what the City team is doing to apply what is learned. Discussion will include an update on action plans targeting key drivers of the City's 5-star rating as well as how Worksystems are targeting specific measures.	TBD	CMO

Problem Properties	TBD	P.D.
Water Storage – Plan B (include with master plan presentation)	TBD	Utilities
Activation of Historical Assets	TBD	VCN
N.W. Arvada	TBD	CED
Body Worn Cameras	TBD	PD
Customer Service Philosophy	TBD	CMO
Ask Arvada Update	TBD	CMO
Diversity and Equity Committee	TBD	CMO
COUNCIL JOINT MEETINGS/DINNERS:		
Denver Water Board Apex Board AURA Board Arvada Center Board–Per Coop Agreement - Annually after October 1 of each year Jefferson Parkway Meeting with Jeffco and Broomfield Council Annual Retreat	May 14	