



City of Arvada City Council Agenda

JUNE 6, 2022
CITY COUNCIL CHAMBERS
Regular Business

Councilmembers:

Marc Williams, Mayor
David Jones, Mayor Pro-Tem
Bob Fifer, At large
John Marriott, District 3
Randy Moorman, District 1
Lauren Simpson, District 2
Lisa Smith, At large

Staff Members Usually Present:

Mark Deven, City Manager
Lorie Gillis, Deputy City Manager
Linda Haley, 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
Gabriella Bommer, Director of Human Resources
Rob Smetana, Manager of City Planning & Development
Rachael Kuroiwa, Chief Communications Manager
Kristen Rush, City Clerk

Info: 720-898-7550

THIRD FLOOR CONFERENCE ROOM EXECUTIVE SESSION 3:00 P.M.

Personnel Matter, Pursuant to C.R.S. 24-6-402(4)(f) Related to Facilitator for appointee evaluations

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 Moorman
3. Roll Call of Councilmembers
4. Approval of Minutes
 - A. May 16, 2022 City Council Meeting
5. Recognitions and Communications
 - A. Recognition of Patricia Connell, Planning Commission - Presented by Mayor Pro Tem Jones
 - B. Recognition of Dan Cupit, Transportation Committee - Presented by Councilmember Moorman
 - C. Recognition of Tony Cline, AURA - Presented by Mayor Williams

6. Presentations - None
7. Public Comment on Issues not Scheduled on Agenda - Three Minute Limit
8. New Business
 - A. Consent Agenda
 1. R22-039, A Resolution Authorizing Amendment No.2 to the Agreement Between the City of Arvada and J.R. Filanc Construction Company, Inc., Awarding Contractor Phase II and Establishing Contractor's Guaranteed Maximum Price for Phase II of "The Construction Management/General Contractor Agreement for Preconstruction Services for the Construction of a New Pump Station, the Canyon Pines Pump Station, and Modifications to an Existing Pump Station, the Ranson Pump Station," in an Amount Not to Exceed \$5,778,031.00
 2. R22-040, A Resolution Authorizing a Construction Contract Agreement by and between the City of Arvada and A-1 Chipseal Company in the amount of \$1,258,773.70 for 2022 Street Chip and Slurry Seal Program Project No. 22-ST-01
 - B. Resolutions
 1. R22-041, A Resolution Authorizing Acceptance of the Colorado Regional Opioid Intergovernmental Agreement with the Counties of Clear Creek, Gilpin, and Jefferson, and Other Participating Local Governments Within Those Counties for the Establishment of the Region 10 Regional Council as Required by the Colorado Opioids Summary Memorandum of Understanding Signed October 18, 2021
 - C. Ordinances (First Reading)
 1. CB22-058, An Ordinance Amending Section 38-304, Smoking Prohibited, of Division 3, Smoking Restricted in Public Places, of Article VII, Air Pollution, of Chapter 38, Environment, of the Arvada City Code (Public Hearing to be set for June 27, 2022, at 6:15 p.m.)
 2. CB22-059, An Ordinance Authorizing an Intergovernmental Agreement By and Between the City of Arvada and the State of Colorado, Department of Higher Education, State Board for Community Colleges and Occupational Education Acting By and Through Red Rocks Community College for a 100 Year Lease of a Parcel North of Red Rocks Community College for the Construction of a Health and Fitness-Focused Park (Public Hearing to be set for June 27, 2022, at 6:15 p.m.)
 3. CB22-060, An Ordinance Authorizing the Master Intergovernmental Agreement by and between Apex Park And Recreation District and the City of Arvada Governing the Lease and Maintenance of Certain Facilities and Parks and Amending the Ground Lease for the Indoor Turf Fields on the Stenger/Lutz Sports Complex (Public Hearing to be set for June 27, 2022, at 6:15 p.m.)
9. Other
10. Public Hearings - 6:15 PM
 - A. Public Hearing for the Third Substantial Amendment to the 2020 Annual Action Plan for the Community Development Block Grant (CDBG) Program to Reallocate CDBG Funds
 - B. R22-042, A Resolution Approving the Submission of a Third Substantial Amendment to the 2020 Annual Action Plan for the Community Development Block Grant (CDBG) Program to Reallocate CDBG Funds
 - C. R22-043, A Resolution Setting Forth Certain Findings of Fact and Conclusions as to the Annexation of Certain Land into the City of Arvada, Colorado, 7850 Alkire Street
 - D. CB 22-055, An Ordinance Annexing Certain Land into the City of Arvada for 7850 Alkire Street, a 2.5-acre parcel of land approximately located at 7850 Alkire Street. (Ordinance No. 4802)

- E. CB22-056, An Ordinance Zoning Certain Land in the City of Arvada for 7850 Alkire Street a 2.5 acre parcel of land from Jefferson County P-D (Planned Development) to City of Arvada RN-32.5 (Residential Neighborhood 32.5) and Amending the Official Zoning Maps of the City of Arvada, Colorado, approximately located at 7850 Alkire Street (Ordinance No. 4803)
- F. CB22-057, An Ordinance Adding Article V, Entertainment Districts and Common Consumption Areas, of Chapter 6, Alcoholic Beverages, of the Arvada City Code (Ordinance No. 4804)
- G. **THIS ITEM HAS BEEN REMOVED FROM THE AGENDA AND WILL BE SCHEDULED AT A LATER DATE.**
CB22-054, An Ordinance Rezoning Certain Land Within the City of Arvada for Howard Ranch, a 13.11-acre Parcel of Land from City of Arvada RA- Residential Agricultural District to City of Arvada R6- Residential 6 District and Amending the Official Zoning Maps of the City of Arvada, Colorado, generally located at 14760 W 64th Ave

- 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 May 16, 2022

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

This Arvada City Council meeting was a hybrid meeting using webinar technology. Mayor Williams, Councilmember Fifer, Councilmember Marriott, Councilmember Simpson and Councilmember Smith all present in chambers.

Members of the public were given notice with instructions on how to participate with public comment.

2. Moment of Reflection and Pledge of Allegiance

3. Roll Call of Councilmembers

Those Present: Mayor Marc Williams, Councilmember Bob Fifer, Councilmember John Marriott, Councilmember Lauren Simpson, Councilmember Lisa Smith.

Councilmember Marriott moved to excuse Mayor Pro Tem Jones and Councilmember Moorman from the meeting.

The following votes were cast on the Motion:

Those voting Yes: Williams, Fifer, Marriott, Simpson, Smith

Those Absent: Jones, Moorman

The Motion was Approved

Also Present: Rachel Morris, City Attorney; Lorie Gillis, Deputy City Manager, Linda Haley, Deputy City Manager; Bryan Archer, Director of Finance, Ryan Stachelski, Director of Community and Economic Development and Kristen Rush, City Clerk.

4. Approval of Minutes – May 2, 2022 City Council Meeting

The minutes stand approved.

5. Recognition and Communication –

A. Proclamation for Men's Health Month - Presented by Councilmember Marriott

Councilmember Marriott said that City Council will designate the month of June as Men's Health Month in Arvada. The Proclamation will be sent to The Men's Health Network Team in Washington, D.C.

B. Proclamation for National Gun Violence Awareness Day - Presented by Councilmember Fifer

Councilmember Fifer said that City Council designates June 3, 2022 as National Gun Violence

Awareness Day. Kia Ruiz was present to accept the Proclamation.

Members of the American Legion Auxiliary Wilmore-Richter Unit 161 were present to accept the proclamation.

C. Recognition of Peck Elementary Student Council - Presented by Councilmember Simpson

Councilmember Simpson said that members of the Peck Elementary Student Council are being recognized this evening for going above and beyond their responsibilities as students during this prolonged pandemic to give back to their school and community.

- Throughout this school year, the Student Council has consistently met bi-weekly after school to plan community service projects, including a food drive for the Community Table that brought in 669 pounds of food to help in the fight against hunger.
- They participated in a school-wide Veteran's Day Celebration and hosted a breakfast for veterans who were guest speakers in the classroom that day.
- They organized Spirit Weeks, school fundraisers, and Kindness Grams (provided free of charge after school to inspire the students and families to spread kindness during Day Without Hate week).
- The Student Council also helps present the school's positive character development matrix during their trimester assemblies, allowing them to practice public speaking in front of a large audience.
- The Peck community is also proud to have raised over \$1,000 for the victims of the Marshall Fire, in collaboration with a local community member, through the sale of Beanie Baby collectables.

6. Presentations – none

7. Public Comment –

- A. Candy Frie, Arvada resident, addressed council regarding the Affordable Housing Coordinator.
- B. Linda Pierrel, Westminster resident, addressed council regarding the retail sale of animals.
- C. Roger Pratsman, Arvada resident, addressed council regarding the DEI Study

8. New Business

A. Consent Agenda –

- 1. R22-031 A Resolution Authorizing an Agreement by and between the City of Arvada and Triple M Construction, LLC for Construction of ADA Ramps and Concrete Replacement in an Amount Not to Exceed \$1,653,425.00
- 2. R22-032 A Resolution Authorizing an Agreement by and between the City of Arvada and Noraa Concrete Construction, Corporation for Construction of ADA Ramps and Concrete Replacement in an Amount not to Exceed \$2,353,777.50
- 3. R22-034 A Resolution Approving a Fiscal Sponsorship Agreement Between the City of Arvada and Community First Foundation (“Community First”) and Delegating Community First the Power to Accept and Manage Monetary Donations on Behalf of Arvada for the Homeless Navigation Program

Councilmember Marriott moved that R22-031, A Resolution Authorizing an Agreement by and between the City of Arvada and Triple M Construction, LLC for Construction of ADA Ramps and Concrete Replacement in an Amount Not to Exceed \$1,653,425.00; R22-032, A Resolution Authorizing an Agreement by and between the City of Arvada and Noraa Concrete Construction, Corporation for Construction of ADA Ramps and Concrete Replacement in an Amount not to Exceed \$2,353,777.50; R22-034, A Resolution Approving a Fiscal Sponsorship Agreement Between the City of Arvada and Community First Foundation (“Community First”) and Delegating Community First the Power to Accept and Manage Monetary Donations on Behalf of Arvada for the Homeless Navigation Program, be approved.

The following votes were cast on the Motion:

Those voting Yes: Williams, Fifer, Marriott, Simpson, Smith

Those Absent: Jones, Moorman

The Motion was Approved

B. Resolutions –

1. R22-033 A Resolution Authorizing the Third Revision to the City of Arvada City Council Strategic Plan 2020-2025

Lorie Gillis, Deputy City Manager, reviewed this resolution with council.

Councilmember Fifer moved that R22-33, A Resolution Authorizing the Third Revision to the City of Arvada City Council Strategic Plan 2020-2025, be approved.

The following votes were cast on the Motion:

Those voting Yes: Williams, Fifer, Marriott, Simpson, Smith

Those Absent: Jones, Moorman

The Motion was Approved

2. R22-035 A Resolution Authorizing a State of Colorado Department of Human Services Contract #23 IHJA 174364 by and between the City of Arvada and the State of Colorado to Provide Grant Funding to the City in the Amount of \$250,000.00 for the Arvada Police Department Co-Responder Program

Lorie Gillis, Deputy City Manager, reviewed this resolution with council.

Councilmember Simpson moved that R22-035, A Resolution Authorizing a State of Colorado Department of Human Services Contract #23 IHJA 174364 by and between the City of Arvada and the State of Colorado to Provide Grant Funding to the City in the Amount of \$250,000.00 for the Arvada Police Department Co-Responder Program, be approved.

The following votes were cast on the Motion:

Those voting Yes: Williams, Fifer, Marriott, Simpson, Smith

Those Absent: Jones, Moorman

The Motion was Approved

3. R22-036 A Resolution Authorizing Contract Amendment #3 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

Lorie Gillis, Deputy City Manager, reviewed this resolution with council.

Councilmember Simpson moved that R22-036, A Resolution Authorizing Contract Amendment #3 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, be approved.

The following votes were cast on the Motion:

Those voting Yes: Williams, Fifer, Marriott, Simpson, Smith

Those Absent: Jones, Moorman

The Motion was Approved

4. R22-037 A Resolution Approving the City of Arvada Lease Agreement for the use of the Parklets in Olde Town 5. R22-038, A Resolution Authorizing an Agreement by and between the City of Arvada and Beyond Home for an Affordable Housing Development Grant in the Amount of \$500,000.00

Lorie Gillis, Deputy City Manager, reviewed this resolution with council.

Councilmember Fifer moved that R22-037, A Resolution Approving the City of Arvada Lease Agreement for the use of the Parklets in Olde Town 5. R22-038, A Resolution Authorizing an Agreement by and between the City of Arvada and Beyond Home for an Affordable Housing Development Grant in the Amount of \$500,000.00, be approved.

The following votes were cast on the Motion:

Those voting Yes: Williams, Fifer, Marriott, Simpson, Smith

Those Absent: Jones, Moorman

The Motion was Approved

5. R22-038 A Resolution Authorizing an Agreement by and between the City of Arvada and Beyond Home for an Affordable Housing Development Grant in the Amount of \$500,000.00.

Lorie Gillis, Deputy City Manager, reviewed this resolution with council.

Councilmember Smith moved that R22-038, A Resolution Authorizing an Agreement by and between the City of Arvada and Beyond Home for an Affordable Housing Development Grant in the Amount of \$500,000.00, be approved.

The following votes were cast on the Motion:

Those voting Yes: Williams, Fifer, Marriott, Simpson, Smith

Those Absent: Jones, Moorman

The Motion was Approved

C. Ordinances (First Reading) -

1. CB 22-055 An Ordinance Annexing Certain Land into the City of Arvada for 7850 Alkire Street, a 2.5-acre parcel of land approximately located at 7850 Alkire Street. (Public Hearing to be set for June 6, 2022, at 6:15 p.m.)
2. CB22-056 An Ordinance Zoning Certain Land in the City of Arvada for 7850 Alkire Street a 2.5 acre parcel of land from Jefferson County P-D (Planned Development) to City of Arvada RN-32.5 (Residential Neighborhood 32.5) and Amending the Official Zoning Maps of the City of Arvada, Colorado, approximately located at 7850 Alkire Street (Public Hearing to be set for June 6, 2022 at 6:15 p.m.)
3. CB22-057 An Ordinance Adding Article V, Entertainment Districts and Common Consumption Areas, of Chapter 6, Alcoholic Beverages, of the Arvada City Code (Public Hearing to be set for June 6, 2022, at 6:15 p.m.)

Councilmember Marriott moved that CB22-055, An Ordinance Annexing Certain Land into the City of Arvada for 7850 Alkire Street, a 2.5-acre parcel of land approximately located at 7850 Alkire Street; CB22-056, An Ordinance Zoning Certain Land in the City of Arvada for 7850 Alkire Street a 2.5 acre parcel of land from Jefferson County P-D (Planned Development) to City of Arvada RN-32.5 (Residential Neighborhood 32.5) and Amending the Official Zoning Maps of the City of Arvada, Colorado, approximately located at 7850 Alkire Street; CB22-057, An Ordinance Adding Article V, Entertainment Districts and Common Consumption Areas, of Chapter 6, Alcoholic Beverages, of the Arvada City Code, be approved on first reading, ordered published in full, and a public hearing set for June 6, 2022 at 6:15 p.m.

The following votes were cast on the Motion:

Those voting Yes: Williams, Fifer, Marriott, Simpson, Smith

Those Absent: Jones, Moorman

The Motion was Approved

9. Other –

A. Appointments to the Olde Town Business Improvement District (BID) Board

Councilmember Marriott moved to Appoint Peter Kazura, Deborah Pearson and Steven Howards to the Olde Town Business Improvement District Board for a three-year term each ending on April 30, 2025.

The following votes were cast on the Motion:

Those voting Yes: Williams, Fifer, Marriott, Simpson, Smith

Those Absent: Jones, Moorman

The Motion was Approved

B. Appointment to the Arts and Culture Commission

Councilmember Smith moved to appoint Andrea Nordgren to the Arts and Culture Commission for a four-year term ending on April 30, 2026.

The following votes were cast on the Motion:

Those voting Yes: Williams, Fifer, Marriott, Simpson, Smith

Those Absent: Jones, Moorman

The Motion was Approved

10. Public Hearings - none

11. Public Comment - Five Minute Limit –

13. City Council Reports –

A. Councilmember Fifer reminded everyone of the new area code, 983, starting June 17.

B. Councilmember Simpson thanked city team members for the open house that was held at city hall on May 14.

C. Councilmember Fifer discussed fire mitigation and commented that fire helicopters are practicing in the northwest area.

14. City Manager Reports – none

15. City Attorney Reports – none

16. Adjournment at 6:55 p.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 6, 2022

SUBJECT: Recognition of Patricia Connell, Planning Commission - Presented by Mayor Pro Tem Jones

Report in Brief

Tonight we recognize Patricia Connell for her many years of service to the Arvada Planning Commission. The Planning Commission serves as an advisory body to the City Council. The commission reviews annexations, rezonings, subdivisions, planned unit developments, and formulates a long-range comprehensive plan. Individuals on this commission play a key role in the development of the City of Arvada. Ms. Connell has served on the Planning Commission for 12 years, from April 2010 to April 2022. During her tenure, she reviewed over 500 cases of developments. The following are some of the more notable cases.

- Walmart
- Candelas Subdivision
- Leyden Rock
- Sunset Mesa
- Solana Olde Town Station
- Olde Town Transit Hub
- Hilton Garden Inn
- LDC Re-write (2020)
- Comp Plan Update (2014)

Ms. Connell always participated in the meetings with an open mind and showed her love for the City of Arvada. Her contribution to the community is significant, and we thank her for the many years of dedication to the City of Arvada.

Prepared by:

Chris Koch, CCO Admin

Reviewed by:

Toni Riebschlager, Law Office Administrator 4/29/2022

Approved by:

Josie Suk, Development Systems and Administrative Manager 4/21/2022

Ryan Stachelski, Director of Community and Economic Development 4/29/2022

Rachel Morris, City Attorney 5/16/2022

Linda Haley, Deputy City Manager 5/16/2022

SUBJECT: Recognition of Patricia Connell, Planning Commission - Presented by Mayor Pro
Tem Jones

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Lorie Gillis, Deputy City Manager

5/18/2022

Mark Deven, City Manager

5/25/2022

Enclosure, exhibits & attachments required to support the report

Certificate of Recognition



presented to

PATRICIA CONNELL

*In recognition of her twelve years of service to the Arvada
Planning Commission*

Presented this 6th day of June, 2022

Marc Williams, Mayor

David Jones, Mayor Pro Tem

Bob Fifer, Councilmember

John Marriott, Councilmember

Randy Moorman, Councilmember

Lauren Simpson, Councilmember

Lisa Smith, Councilmember





REPORT TO CITY COUNCIL

AGENDA ITEM
5.B.

TO: THE HONORABLE CITY COUNCIL

DATE: June 6, 2022

SUBJECT: Recognition of Dan Cupit, Transportation Committee - Presented by Councilmember Moorman

Report in Brief

Tonight we recognize Mr. Dan Cupit for his many years of service to the Citizens Transportation Advisory Committee, in which he served as a member and Committee Chair during his tenure from 4/19/2010 to 4/30/2022.

The Transportation Committee is a citizen group that advises City Council on transportation priorities for the City of Arvada. Mr. Cupit contributed to the committee at a time when multiple initiatives were ongoing. These initiatives include:

- Prioritizing the role of Transportation Planning in the City's Comprehensive Plan
- Prioritizing RTD Transit and G-Line Commuter Rail Services for Arvada
- Representing the Transportation Committee at the Capital Improvement Program Process
- Public Engagement at Bite of Arvada related to Travel Demand Management (TDM)
- Prioritizing updates to the City's Land Development Code (LDC) and Engineering Standards

Through Mr. Cupit's volunteer efforts and leadership on the Transportation Advisory Committee, the City of Arvada has obtained meaningful feedback from its citizen groups and made significant progress on developing a more robust transportation system. Mr. Cupit's contribution to the community is significant, and we thank him for his many years of dedication to the City of Arvada.

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

John Firouzi, Senior Transportation Planner	5/23/2022
Rachel Morris, City Attorney	5/26/2022
Lorie Gillis, Deputy City Manager	5/26/2022
Mark Deven, City Manager	5/26/2022

Enclosure, exhibits & attachments required to support the report

Certificate of Recognition



presented to

DAN CUPIT

*In recognition of his twelve years of service to the Arvada
Citizens Transportation Advisory Committee*

Presented this 6th day of June, 2022

Marc Williams, Mayor

David Jones, Mayor Pro Tem

Bob Fifer, Councilmember

John Marriott, Councilmember

Randy Moorman, Councilmember

Lauren Simpson, Councilmember

Lisa Smith, Councilmember





REPORT TO CITY COUNCIL

AGENDA ITEM
5.C.

TO: THE HONORABLE CITY COUNCIL

DATE: June 6, 2022

SUBJECT: Recognition of Tony Cline, AURA - Presented by Mayor Williams

Report in Brief

Tonight we recognize Tony Cline for his many years of service to the Arvada Urban Renewal Authority, which is made up of a dedicated and voluntary Board responsible for the revitalization of five distinct urban renewal areas within the City of Arvada.

Mr. Cline has served on the AURA Board of Commissioners for 15 years, from 2007- 2022. During his tenure, he was involved in supporting numerous projects and initiatives in Ralston Fields, Olde Town Station, and Village Commons. As the longest serving board member in AURA's history, Mr. Cline's insightful observations and hard work have contributed to positive movements for the City and AURA in the form of the following developments - many projects have been completed while others are breaking ground later this year. It's an impressive list.

Arvada Ridge MarketPlace

- Arvada Station at Arvada Ridge
- Gateway at Arvada Station
- Restrooms at Lutz-Stenger Sports Complex
- Caroline at Ralston
- Shops at Ralston Creek
- Berkeley Townhomes
- Ralston Commons
- Residence at Ralston Creek
- Ralston Gardens
- Garrison Street Paseo
- Super Walmart
- Ralston Creek Streetscape
- Ralston Road Streetscape
- Park Place Olde Town
- Solana Olde Town Station
- Residences at Olde Town Station
- Shops at Olde Town Station
- Marriott Residence Inn
- Trolley Park
- Hilton Garden Inn

Tony has always brought wonderful perceptivity and innovation to the AURA Board. We will miss his enthusiasm for civic engagement and his commitment to the community. His contributions to AURA and the City included a great amount of leadership, planning, and organization. We thank him for all his time and dedication, which we are proud to say will always represent our roots as an entity that cares about our city's enrichment.

Prepared by:

Chris Koch, CCO Admin

Reviewed by:

Approved by:

Maureen Phair, Executive Director 5/23/2022

Rachel Morris, City Attorney 5/26/2022

Lorie Gillis, Deputy City Manager 5/26/2022

Mark Deven, City Manager 5/26/2022

Enclosure, exhibits & attachments required to support the report

Certificate of Recognition



presented to

TONY CLINE

*In recognition of his fifteen years of service to the Arvada
Urban Renewal Authority*

Presented this 6th day of June, 2022

Marc Williams, Mayor

David Jones, Mayor Pro Tem

Bob Fifer, Councilmember

John Marriott, Councilmember

Randy Moorman, Councilmember

Lauren Simpson, Councilmember

Lisa Smith, Councilmember





REPORT TO CITY COUNCIL

AGENDA ITEM
8.A.

TO: THE HONORABLE CITY COUNCIL

DATE: June 6, 2022

SUBJECT: Consent Agenda

Report in Brief

1. R22-039, A Resolution Authorizing Amendment No.2 to the Agreement Between the City of Arvada and J.R. Filanc Construction Company, Inc., Awarding Contractor Phase II and Establishing Contractor's Guaranteed Maximum Price for Phase II of "The Construction Management/General Contractor Agreement for Preconstruction Services for the Construction of a New Pump Station, the Canyon Pines Pump Station, and Modifications to an Existing Pump Station, the Ranson Pump Station," in an Amount Not to Exceed \$5,778,031.00

2. R22-040, A Resolution authorizing a construction contract agreement by and between the city of Arvada and A-1 Chipseal Company in the amount of \$1,258,773.70 for 2022 street chip and slurry seal program project No. 22-ST-01

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:

Bill Cornelius, Civil Engineer III	5/11/2022
Jacqueline Rhoades, City Engineer	5/11/2022
Don Wick, Director of Public Works	5/12/2022
Bryan Archer, Director of Finance	5/13/2022

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 6, 2022

SUBJECT: R22-039, A Resolution Authorizing Amendment No.2 to the Agreement Between the City of Arvada and J.R. Filanc Construction Company, Inc., Awarding Contractor Phase II and Establishing Contractor's Guaranteed Maximum Price for Phase II of "The Construction Management/General Contractor Agreement for Preconstruction Services for the Construction of a New Pump Station, the Canyon Pines Pump Station, and Modifications to an Existing Pump Station, the Ranson Pump Station," in an Amount Not to Exceed \$5,778,031.00

Report in Brief

Attached for Council consideration is a Resolution Authorizing an Amendment (copy attached) to a Construction contract by and between the City of Arvada and Filanc Construction Company Inc. in the Amount of \$5,778,031 for the Canyon Pines Pump Station Project, Project No. 21-WA-06. This amendment brings the Fixed Limit of Construction Cost to \$6,232,260 and the overall compensation amount for this contract to \$6,277,260. The difference between the Fixed Limit of Construction Cost and the Overall Compensation is the preconstruction phase services in the amount of \$45,000 authorized in the Original Agreement. Amendment No. 2 will support the completion of the Canyon Pines Pump Station in a timely manner.

The Arvada team recommends that the City Council approve R22-039, A Resolution Authorizing an Amendment to the Agreement between the City of Arvada and Filanc Construction for Construction of the Canyon Pines Pump Station and Modifications to the Ranson Pump Station, Project No. 21-WA-06 in an Amount Not to Exceed \$5,778,031.

Financial Impact

There is no impact on the Water Enterprise Fund as CPMD is providing full financing to Water Financial Project Account CIP Number 97599.

Background

Modifications to an existing, city-owned pump station and construction of a new pump station are needed to supply potable water to the proposed Canyon Pines development for domestic and fire fighting needs. The City and CPMD executed an IGA in November 2021 to delineate responsibilities, per R21-142. The IGA provides for the City to manage and implement design and construction for the project and CPMD to provide financing.

In December of 2021, the City of Arvada released a Request for Qualifications (RFQ) for Construction Manager/General Contractor (CM/GC) and reconstruction services for the construction of a new pump station, Canyon Pines Pump Station, and modifications to an existing pump station, Ranson Pump Station. The project is required to serve the proposed Canyon Pines development. The Canyon Pines Metropolitan District (CPMD) is financing the project per an Intergovernmental Agreement with the City. In response to the RFQ, the City entered into an agreement with Filanc to provide Phase I preconstruction services.

CPMD desires the pump station to be online in the fourth quarter of 2022, or as soon as possible thereafter. Due to constraints in the current supply chain and long lead items, Filanc was authorized through Amendment No. 1 in the amount of \$454,229 dated April 1, 2022, to secure purchases and procurement/fabrication of items that are critical for the timely completion of this

SUBJECT: R22-039, A Resolution Authorizing Amendment No.2 to the Agreement Between the City of Arvada and J.R. Filanc Construction Company, Inc., Awarding Contractor Phase II and Establishing Contractor's Guaranteed Maximum Price for Phase II of "The Construction Management/General Contractor Agreement for Preconstruction Services for the Construction of a New Pump Station, the Canyon Pines Pump Station, and Modifications to an Existing Pump Station, the Ranson Pump Station," in an Amount Not to Exceed \$5,778,031.00

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project, including pumps and generators. This Amendment No 2 will cover the scope of work to complete the construction not covered in Amendment No. 1.

Discussion

The Canyon Pines development northwest of the intersection of Highways 72 and 93 requires a new pump station and modifications to an existing pump station. The final configuration requires modifications to the Ranson Pump Station to provide sufficient flow to fire hydrants. The final configuration also requires a new pump station to provide domestic and fire flow throughout the development. The District will provide the parcel required for the new pump station. This work benefits only the District. As such, the District will finance the entirety of the work.

The City will procure and manage the work. The City has selected a consulting engineer, using the on-call procurement process to provide design services and assistance with a CMGC construction approach. The City will procure and manage the construction of the work under a CMGC process.

The IGA details this division of responsibility.

This Amendment is based on the 60% design and budgetary quotes. Any price impacts, scope adjustments, and/or quantity variances related to this scope will be adjusted in another amendment.

Public Contact

Regular communication with CPMD regarding schedule, budget, and value engineering occurs.
Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

This action aligns with the Infrastructure Priority Area of the City Council Strategic Plan. Specifically, the recommended actions 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 by the Comprehensive Plan.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that City Council approve R22-039, A Resolution Authorizing an Amendment to the Agreement between the City of Arvada and Filanc Construction for Construction of the Canyon Pines Pump Station and Modifications to the Ranson Pump Station in an Amount Not to Exceed \$5,778,031.00.

Suggested Motion:

SUBJECT: R22-039, A Resolution Authorizing Amendment No.2 to the Agreement Between the City of Arvada and J.R. Filanc Construction Company, Inc., Awarding Contractor Phase II and Establishing Contractor's Guaranteed Maximum Price for Phase II of "The Construction Management/General Contractor Agreement for Preconstruction Services for the Construction of a New Pump Station, the Canyon Pines Pump Station, and Modifications to an Existing Pump Station, the Ranson Pump Station," in an Amount Not to Exceed \$5,778,031.00

PAGE: 3
ITEM: 8.A.1.

I move that R22-039, A Resolution Authorizing an Amendment to the Agreement between the City of Arvada and Filanc Construction for Construction of the Canyon Pines Pump Station and Modifications to the Ranson Pump Station in an Amount Not to Exceed \$5,778,031.00, be (approved) (rejected).

Prepared by:
Mary Stahl, Senior Civil Engineer

Reviewed by:

Approved by:

Jacqueline Rhoades, City Engineer	5/19/2022
Don Wick, Director of Public Works	5/20/2022
Bryan Archer, Director of Finance	5/20/2022
Tammy Hedlund, Legal Specialist	5/23/2022
Gail Walker, Legal Specialist-Contracts	5/23/2022
Jessica Morales, Assistant City Attorney	5/23/2022
Rachel Morris, City Attorney	5/25/2022
Linda Haley, Deputy City Manager	5/25/2022
Lorie Gillis, Deputy City Manager	5/25/2022
Mark Deven, City Manager	5/26/2022

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R22-039

A RESOLUTION AUTHORIZING AMENDMENT NO.2 TO THE AGREEMENT BETWEEN THE CITY OF ARVADA AND J.R. FILANC CONSTRUCTION COMPANY, INC. AWARDED CONTRACTOR PHASE II AND ESTABLISHING CONTRACTOR'S GUARANTEED MAXIMUM PRICE FOR PHASE II OF "THE CONSTRUCTION MANAGEMENT/GENERAL CONTRACTOR AGREEMENT FOR PRECONSTRUCTION SERVICES FOR THE CONSTRUCTION OF A NEW PUMP STATION, THE CANYON PINES PUMP STATION, AND MODIFICATIONS TO AN EXISTING PUMP STATION, THE RANSON PUMP STATION," IN AN AMOUNT NOT TO EXCEED \$5,778,031.00

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, Amendment No. 2 to an Agreement, which is in substantially the same form as that attached hereto, by and between the City of Arvada and J.R. Filanc Construction Company, Inc., for construction of the Canyon Pines Pump Station and modifications to the Ranson Pump Station, in an amount not to exceed \$5,778,031.00.

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

APPROVED AND ADOPTED this 6th day of June, 2022.

Marc Williams, Mayor

ATTEST:

City Clerk

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

By: _____

AMENDMENT NO. 2
TO THE AGREEMENT BETWEEN THE CITY OF ARVADA AND J.R. FILANC
CONSTRUCTION COMPANY, INC., AWARDED CONTRACTOR PHASE II AND
ESTABLISHING CONTRACTOR'S GUARANTEED MAXIMUM PRICE FOR PHASE
II OF "THE CONSTRUCTION MANAGEMENT/ GENERAL CONTRACTOR
AGREEMENT FOR PRECONSTRUCTION SERVICES FOR THE CONSTRUCTION
OF A NEW PUMP STATION, THE CANYON PINES PUMP STATION, AND
MODIFICATIONS TO AN EXISTING PUMP STATION, THE RANSON PUMP
STATION," IN AN AMOUNT NOT TO EXCEED \$5,778,031.00.

1. PARTIES.

- 1.1. The parties to this Amendment No. 2 are the City of Arvada, a Colorado home rule municipal corporation, whose mailing address is 8101 Ralston Road, Arvada, CO 80002 ("**Arvada**") and J.R. Filanc Construction Company, Inc. whose place of business is located at 455 W. 115th Avenue, Suite 3, Northglenn, Colorado 80234 ("**Contractor**"), collectively referred to as the "**Parties**".

2. RECITALS AND PURPOSE.

- 2.1. On or about January 18, 2022, the Parties entered into an agreement wherein Contractor would provide preconstruction phase ("**Phase I**") Construction Management services, including but not limited to cost estimating, constructability reviews, value engineering, development of a Guaranteed Maximum Price, and risk management (the "**Original Agreement**"). Pursuant to the Original Agreement, the cost of Phase I would not exceed \$45,000.00.
- 2.2. On April 1, 2022, the Parties entered into Amendment No. 1 for the purpose of establishing Guaranteed Maximum Price No. 1 in an amount of \$454,229.00, to secure purchases and procurement/fabrication for the pumps, VFDs, and generators/ATS ("**GMP No. 1**"). The Cost of Amendment No. 1 was in addition to the cost of Phase I of the Original Agreement.
- 2.3. Amendment No. 1 did not award Contractor Phase II of the Original Agreement.
- 2.4. For the convenience of the Parties, (due to the voluminous nature of the Original Agreement and Amendment No.1), the Original Agreement and Amendment No. 1 are not attached hereto but are incorporated herein by reference.
- 2.5. Pursuant to Article 2 of the Original Agreement, this Amendment No. 2 awards Contractor the Construction Phase of the Original Agreement for the construction of the Canyon Pines Pump Station and modifications to the Ranson Pump Station ("**Phase II**").
- 2.6. This Amendment No. 2 establishes Guaranteed Maximum Price No. 2 for Phase II, in an amount not to exceed **\$5,778,031.00** ("**GMP No. 2**"). The Cost of GMP No. 2 is in addition to the cost of Phase I of the Original Agreement and GMP No. 1 of Amendment

No.1, for a total contract amount of **\$6,277,260.00** for the project.

- 3. CONTRACT DOCUMENTS AND EXHIBITS.** The Contract Documents shall consist of the Original Agreement, Amendment No. 1, and this Amendment No. 2 together with the following:

Exhibit 1: Contractor's GMP No.2 Cost Estimate.

Exhibit 2: Contractor's GMP No. 2 Preliminary Construction Schedule.

All exhibits referred to in this Amendment No. 2 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 Amendment No. 2 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. CONTRACT TIME.

- 4.1. The Guaranteed Date of Substantial Completion established by this Amendment No. 2 is July 7, 2023. The Date of Final Completion established by this Amendment No. 2 is August 4, 2023.

5. AMENDMENTS TO THE ORIGINAL AGREEMENT.

- 5.1. Section 2.4.3 of the Original Agreement is amended as follows:

2.4.3. Contingency Amounts - The estimated Cost of the Work shall include two Contingency Amounts, referred to as "**Contractor's Contingency**" and "**Material Escalation Contingency**."

2.4.3.1. **Contractor's Contingency** – A sum established by Contractor for the Contractor's exclusive use to cover costs arising under Subparagraph 2.4.2 and other costs such as scope gap, minor subcontractor bid errors, and minor clarifications between the drawing set used for GMP No. 2 and the final design drawings, which are properly reimbursable as Cost of the Work but not the basis for a Change Order.

2.4.3.2. **Material Escalation Contingency** – A sum established by Contractor for project use to account for changes in material costs due to current market conditions, and other costs such as material or equipment price changes, and delivery delay of materials or equipment, which are properly reimbursable as Cost of the Work but not the basis for a Change Order.

2.4.3.3. Contractor shall not use contingency funds for “Costs of Ineligible Work Items” as detailed in section 8.1.3 or for any of the following:

2.4.3.3.1. Legal fees or costs related to any claims arising from or related to this agreement or any other agreement;

2.4.3.3.2. Substantive changes in the Work;

2.4.3.3.3. Substantive design revisions, errors, or omissions;

2.4.3.3.4. Unknown conditions; or

2.4.3.3.5. Allowance adjustments.

2.4.3.4. Contractor shall provide Arvada notice of all anticipated charges against the Contingency Amounts, and shall provide Arvada as part of a monthly status report an accounting of each Contingency, including all reasonably foreseen uses or potential uses of any Contingency in the upcoming three months.

2.4.3.5. Arvada holds full rights to the Contingency Amounts and will be refunded any remaining Contingency Amounts upon Substantial Completion.

6. FULL FORCE AND EFFECT.

6.1. All other terms and conditions shall be as set forth in the Original Agreement and in Amendment No.1.

(Signatures on next page)

DATED this _____ day of _____, 2022.

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: _____

**J.R. FILANC CONSTRUCTION
COMPANY, INC.**

David J. Kiess, Vice President
455 W. 115th Avenue, Suite 3
Northglenn, CO 80234
dkiess@filanc.com

Exhibit 1

AMENDMENT NO. 2
TO “THE CONSTRUCTION MANAGEMENT/
GENERAL CONTRACTOR AGREEMENT FOR
PRECONSTRUCTION SERVICES FOR THE
CONSTRUCTION OF A NEW PUMP STATION, THE
CANYON PINES PUMP STATION, AND MODIFICATIONS
TO AN EXISTING PUMP STATION, THE RANSON PUMP
STATION” AWARDING CONTRACTOR PHASE II AND
ESTABLISHING CONTRACTOR’S GUARANTEED
MAXIMUM PRICE FOR PHASE II, IN AN AMOUNT NOT
TO EXCEED \$5,778,031.00.

EXHIBIT**1**

FILANC
 J.R. Filanc Construction Company, Inc.
 455 W. 115th Ave., Suite #3
 Northglenn, Colorado 80234
 303 376 6337 MAIN
 303 376 6338 FAX
www.filanc.com

May 18, 2022

Mary Stahl – Project Manager
 Utilities Engineering Manager
 City of Arvada
 8101 Ralston Road
 Arvada, CO 80002

**Subject: Canyon Pines and Ranson Pump Station Improvements Project –
 GMP No.2 Cost Estimate**

Mrs. Stahl:

Attached is Filanc's GMP No.2 Cost Estimate for the City of Arvada Canyon Pines and Ranson Pump Station Improvements Project. The cost estimate is based on J&T Consulting's 60% Project Drawings Dated 5/11/22 as well as various discussions, emails, etc. The cost estimate also includes the remaining balance of the pumps, VFDs, and generators/ATS from GMP No.1. Please review the estimate and provide questions/comments as necessary and let us know if you would like to discuss the estimate in detail.

GMP No.2 Remaining Balance:	PO \$	Canyon Pines		Ranson		Totals		GMP No.
Denver Industrial Pumps (7-Pumps)	\$510,848	\$335,168	65.61%	\$175,680	34.39%	\$510,848	100.00%	
Executed PO =		\$111,723	21.87%	\$58,560	11.46%	\$170,283	33.33%	1
Pump Delivery =		\$111,723	21.87%	\$58,560	11.46%	\$170,283	33.33%	2
Start-Up =		\$111,722	21.87%	\$58,560	11.46%	\$170,282	33.33%	2
Browns Hill (7-VFDs)	\$254,153	\$137,727	54.19%	\$116,426	45.81%	\$254,153	100.00%	
Executed PO =		\$3,000	1.18%	\$3,000	1.18%	\$6,000	2.36%	1
Fabrication (VFDs Deliver to Browns Hill) =		\$65,864	25.91%	\$55,213	21.72%	\$121,077	47.64%	1
VFD Mods/Testing =		\$65,864	25.91%	\$55,213	21.72%	\$121,077	47.64%	2
Startup =		\$3,000	1.18%	\$3,000	1.18%	\$6,000	2.36%	2
Smith Power Products (2-Generators, 2-ATS)	\$232,819	\$116,410	50.00%	\$116,410	50.00%	\$232,819	100.00%	
Executed PO =		\$34,923	15.00%	\$34,923	15.00%	\$69,846	30.00%	1
Generator/ATS Delivery =		\$75,666	32.50%	\$75,666	32.50%	\$151,332	65.00%	2
Start-Up =		\$5,820	2.50%	\$5,820	2.50%	\$11,641	5.00%	2
Total PO Down Payments - GMP No.1 =		\$215,509	36.57%	\$151,696	37.13%	\$367,205	36.80%	1
Total Remaining PO Costs - GMP No.2 =		\$373,795	63.43%	\$256,820	62.87%	\$630,615	63.20%	2
		\$589,305		\$408,516		\$997,820		

Please do not hesitate to contact me directly with any questions or comments with regards to the GMP No.12 Cost Estimate at (303) 870-9393 or via email at tevans@filanc.com.

Sincerely,



Tom Evans – Project Manager
 J.R. Filanc Construction Company, Inc.

Attachments: GMP No.2 Cost Estimate; Sub/Vendor Cost Proposals



CITY OF ARVADA

FILANC®

City of Arvada
Canyon Pines and Ranson Pump Station Improvements Project

GMP No.2 Cost Estimate

Owner: City of Arvada

Engineer: J&T Consulting, Inc.

Contractor: J.R. Filanc Construction, Inc.

Date: 5/18/22

Prepared By: Tom Evans

Line Item	Division - Work Items	Canyon Pines	Ranson	Project Total
1	Division 1 - General Requirement	\$ 360,041	\$ 265,636	\$ 625,677
2	Division 2 - Site Construction	\$ 520,190	\$ 104,572	\$ 624,763
3	Division 3 - Concrete	\$ 839,373	\$ 86,944	\$ 926,317
4	Division 4 - Masonry	\$ -	\$ -	\$ -
5	Division 5 - Metals	\$ 41,175	\$ -	\$ 41,175
6	Division 6 - Wood and Plastics	\$ -	\$ -	\$ -
7	Division 7 - Thermal and Moisture Protection	\$ -	\$ -	\$ -
8	Division 8 - Doors and Windows	\$ 35,243	\$ 7,992	\$ 43,235
9	Division 9 - Finishes	\$ 62,047	\$ 12,313	\$ 74,360
10	Division 10 - Specialties	\$ -	\$ -	\$ -
11	Division 11 - Equipment	\$ 253,178	\$ 129,701	\$ 382,879
12	Division 12 - Furnishings	\$ -	\$ -	\$ -
13	Division 13 - Special Construction	\$ 50,000	\$ 25,000	\$ 75,000
14	Division 14 - Conveying Systems	\$ -	\$ -	\$ -
15	Division 15 - Mechanical/Plumbing	\$ 142,562	\$ 158,184	\$ 300,747
16	Division 16 - Electrical	\$ 842,148	\$ 746,957	\$ 1,589,105
17	Subtotal Direct Cost	\$ 3,145,958	\$ 1,537,300	\$ 4,683,258
18	Insurance (1%)	\$ 38,814	\$ 18,967	\$ 57,780
19	Bond (Includes 1 Year Warranty) (1.35%)	\$ 52,398	\$ 25,605	\$ 78,003
20	Subtotal Cost of Work	\$ 3,237,170	\$ 1,581,872	\$ 4,819,042
21	Contingency (5%)	\$ 161,859	\$ 79,094	\$ 240,952
22	Material Escalation Contingency (5%)	\$ 161,859	\$ 79,094	\$ 240,952
23	Subtotal Contingency	\$ 323,717	\$ 158,187	\$ 481,904
24	Contractor Fee (9%)	\$ 320,480	\$ 156,605	\$ 477,085
25	Total GMP No.2 Cost Estimate	\$ 3,881,367	\$ 1,896,664	\$ 5,778,031
26	Total GMP No.1 Cost Estimate	\$ 262,807	\$ 191,422	\$ 454,229
27	Total GMP No.2 + GMP No.1	\$ 4,144,174	\$ 2,088,086	\$ 6,232,260
28	Preconstruction Services Contract			\$ 45,000
29	Total Current Project Costs			\$ 6,277,260

CANYON PINES PUMP STATION
DETAILED COST ESTIMATE



Canyon Pines
Conceptual Estimate



Row	Bid Item	Work Code	Est. Item	Description	Takeoff Quantity	182,524	3,131,081	8,451	Labor Price	660,713	Material Cost/Unit	686,535	Sub Productivity	Sub Quantity	Sub Cost/Unit	Sub Price	1,570,301	Equip Price	165,301	48,232
1	01			Div. 01 General Conditions																
2	01	001		GENERAL CONDITIONS																
3	01		01.01.000	General Conditions																
4	01			Field Overhead - General Conditions Quick 1 LS -																
5	01			Project Manager - Monthly Cost	3.00 Mo		73,118	519	132.50 /mh	68,768	/Mo	0		3	100.00 /Mo	100.00	300	850.00 /Mo	2,550	1,500
6	01			Project Engineer 1 - Monthly Cost	3.00 Mo		52,262	519	94.34 /mh	48,962		0		3	100.00 /Mo	100.00	300	500.00 /Mo	1,500	1,500
7	01			Job Cost Administration - Monthly Cost	1.00 Mo		1,484	40	37.10 /mh	1,484	/Mo	0					0		0	0
8	01			Safety Equipment & Supplies - Lump Sum Cost	6,239.00 MH		4,492			0	0.72 /MH	4,492					0	/MH	0	0
9	01			General Superintendent - Monthly Cost	3.50 Mo		74,393	606	114.48 /mh	69,318	/Mo	0		4	100.00 /Mo	100.00	350	850.00 /Mo	2,975	1,750
10	01			Field Office Trailer - Setup Costs - Lump Sum	1.00 LS		6,500			0	/LS	0		1	6,500.00 /LS	6,500.00	6,500		0	0
11	01			Field Office Trailer for Filanc - Monthly Cost	4.00 Mo		2,600			0	/Mo	0		4	650.00 /Mo	650.00	2,600		0	0
12	01			Field Office Supplies for Filanc - Monthly Cost	4.00 Mo		1,200			0	/Mo	0					0		0	1,200
13	01			Office Drinking Water - Monthly Cost	4.00 Mo		600			0	/Mo	0		4	150.00 /Mo	150.00	600		0	0
14	01			Move In - Lump Sum Cost	1.00 LS		17,029	160	81.43 /hr	13,029	/LS	0					0	2,500.00 /LS	2,500	1,500
15	01			Move Out - Lump Sum Cost	1.00 LS		15,529	160	81.43 /hr	13,029	/LS	0					0	2,500.00 /LS	2,500	0
16	01			Final Job Clean Up - Lump Sum Cost	1.00 LS		6,279	80	47.23 /hr	3,779		0					0	2,500.00 /LS	2,500	0
17	01			Construction Zone Fencing	1.00 LS		5,000			0	/LS	0		1	5,000.00 /LS	5,000.00	5,000		0	0
18	01			Project Signs - Each	1.00 EA		1,416		416.00 /Mo	416	/EA	0					0		0	1,000
19	01			Permits	1.00 LS		10,000			0	/LS	0					0		0	10,000
20	01			FOG Increases (\$109331.00 x 5%)	1.00 LS		5,600			0	5,500.00 /LS	5,500					0		0	100
21	01			Small Tools and Hardware - Lump Sum Cost	1.00 LS		7,500			0	/LS	0					0		0	7,500
22	01			Drinking Water - Site - Monthly Cost	1.00 Mo		200			0	/Mo	0					0		0	200
23	01			Temporary Generator/Pending Permanent Generator Commissioning	3.00 Mo		24,000			0	3,000.00 /Mo	9,000		3	/Mo		0	5,000.00 /Mo	15,000	0
24	01			Sanitation - Monthly Cost	4.00 Mo		1,400			0	/Mo	0					0		0	1,400
25	01			Full Time 2K Water Truck for Fire Protection and Dust Control	1.00 Mo		10,238	69	68.67 /mh	4,738	/Mo	0					0	5,500.00 /Mo	5,500	0
26	01			SWPPP Plan - Monthly Cost	1.00 Mo		1,623	20	68.67 /mh	1,373	/Mo	0					0		0	250
27	01			Rubbish - Monthly Cost	4.00 Mo		4,747	40	68.67 /mh	2,747	/Mo	0					0		0	2,000
28	01			Storage Containers	8.00 Mo		2,000			0	/Mo	0					0	250.00 /EA	2,000	0
29	01			Scheduling Sub-Consultant	0.50 Mo		2,500			0	/Mo	0		1	5,000.00 /Mo	5,000.00	2,500		0	0
30	01			Traffic Control	1.00 LS		25,000			0	/Mo	0		1	25,000.00 /Mo	25,000.00	25,000		0	0
31	02			Div. 02 Existing Conditions																
32	02	02.		Underground Pipe																
33	02		02.01.050	8" & 12" DIP Suction and Discharge																
34	02			8" PVC Overflow																
35	02			PVC Pipe 8"	60.00 LF		3,863	18	175.90 /hr	1,055	45.00 /LF	2,700					0	14.82 /hr	89	19
36	02			Plastic Pipe Unload 8"	60.00 lf		21	0	94.47 /hr	18		0					0	14.82 /hr	3	0
37	02			Plastic Pipe String 8"	60.00 lf		65	1	94.47 /hr	55		0					0	14.82 /hr	9	1
38	02			Plastic Pipe Testing 8"	60.00 lf		185	2	162.86 /hr	182		0					0	/hr	0	2
39	02			PVC Bend 45 8"	6.00 ea		1,681	9	105.05 /hr	630	160.00 /ea	960					0	14.82 /hr	89	2
40	02			Duckbill Valve	1.00 ea		2,120	2	105.05 /hr	105	2,000.00 /ea	2,000					0	14.82 /hr	15	0
41	02			PVC Wye 8"	3.00 ea		1,320	5	105.05 /hr	315	320.00 /ea	960					0	14.82 /hr	44	1
42	02			PVC Cleanout 8"	2.00 ea		600	3	105.05 /hr	210	180.00 /ea	360					0	14.82 /hr	30	1
43	02			Plastic Pipe Cut 8"	12.00 ea		292	2	175.90 /hr	141		0					0	171.00 /hr	137	15
44	02			Plastic Pipe Solvent Weld 8"	27.00 ea		519	4	128.66 /hr	232		0					0	153.90 /hr	277	10
45	02			Sleeve / Cast In 8"	2.00 ea		33	0	81.43 /hr	32		0					0	14.82 /hr	1	1
46	02			Linkseal 8"	30.00 ea		1,038	12	81.43 /hr	951		0					0	14.82 /hr	37	50
47	02			Fire Hydrant																
48	02			6 C900 DR18 PVC Gasket Joint Blue Pipe - Ferguson	40.00 lf		6,515			0	162.86 /lf	6,515					0		0	0
49	02			Pipe Unload 6"	40.00 lf		17	0	94.47 /hr	14		0					0	14.82 /hr	2	0
50	02			Pipe String 6"	40.00 lf		66	1	94.47 /hr	56		0					0	14.82 /hr	9	1
51	02			Pipe Testing 6"	40.00 lf		164	2	162.86 /hr	163		0					0	/lf	0	2
52	02			12x06" Reducing Tee, MJ	1.00 ea		725	5	128.66 /hr	329	/ea	0					0	153.90 /hr	394	1
53	02			Pipe Cut 6"	1.00 ea		426	3	128.66 /hr	193		0					0	153.90 /hr	231	3
54	02			Pipe Cut 12"	1.00 ea		852	6	128.66 /hr	386		0					0	153.90 /hr	462	4
55	02			Gate Valve, Manual 1B 6"	1.00 ea		191	2	81.43 /hr	161	/ea	0					0	14.82 /hr	29	0
56	02			Fire Hydrant	1.00 ea		233	2	81.43 /hr	197	/ea	0					0	14.82 /hr	36	0
57	02			MJ Acc Kit 6"	4.00 ea		231	3	81.43 /hr	228	/ea	0					0	14.82 /hr	1	2
58	02			MJ Acc Kit 12"	2.00 ea		231	3	81.43 /hr	228	/ea	0					0	14.82 /hr	1	2
59	02			8" Inlet Line																
60	02			8 C900 DR18 PVC Gasket Joint Blue Pipe - Ferguson	20.00 lf		2,027			0	101.35 /lf	2,027					0		0	0
61	02			Pipe Unload 8"	20.00 lf		8	0	94.47 /hr	7		0					0	14.82 /hr	1	0
62	02			Pipe String 8"	20.00 lf		33	1	94.47 /hr	28		0					0	14.82 /hr	4	1
63	02			Pipe Testing 8"	20.00 lf		82	1	162.86 /hr	81		0					0	/lf	0	1
64	02			08" MJ CROSS	1.00 ea		230	2	81.43 /hr	195	/ea	0					0	14.82 /hr	35	0
65	02			12" X 08" MJ REDUCER	1.00 ea		114	1	81.43 /hr	96	/ea	0					0	14.82 /hr	17	0
66	02			Pipe Cut 8"	2.00 ea		1,136	8	128.66 /hr	515		0					0	153.90 /hr	616	6
67	02			VLV GATE VALVE 08" MJ & VB	1.00 ea		277	3	81.43 /hr	234	/ea	0					0	14.82 /hr	43	0
68	02			MEGALUG 08" W/MJ ACC (GSKT,BOLTS,NUTS) (EBBA 1100 FOR DIP)	4.00 ea		297	4	81.43 /hr	293	/ea	0					0	14.82 /hr	1	2
69	02			12" Discharge Line																
70	02			12 C900 DR18 PVC Gasket Joint Blue Pipe - FERGUSON	150.00 lf		11,459			0	76.39 /lf	11,459					0		0	0
71	02			Pipe Unload 12"	150.00 lf		62	1	94.47 /hr	52		0					0	14.82 /hr	8	2
72	02			Pipe String 12"	150.00 lf		248	4	94.47 /hr	210		0					0	14.82 /hr	33	5
73	02			Pipe Testing 12"	150.00 lf		617	8	162.86 /hr	611		0					0	/lf	0	6
74	02			D1 Fitting 12" Tee, MJ	1.00 ea		1,431	6	128.66 /hr	356	646.80 /ea	647					0	153.90 /hr	426	1



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Row	Bid Item	Work Code	Est. Item	Description	Takeoff Quantity	Grand Total Amount	Labor Hours	Labor Price	Labor Amount	Material Cost/Unit	Material Amount	Sub Productivity	Sub Quantity	Sub Cost/Unit	Sub Price	Sub Amount	Equip Price	Equip Amount	Other Amount
75	02			Pipe Cut 12"	2.00 ea	1,704	12	128.66 /hr	772		0					0	153.90 /hr	923	8
76	02			MJ Acc Kit 12"	3.00 ea	1,143	4	81.43 /hr	342	265.70 /ea	797					0	14.82 /hr	2	2
77	02			Pipe Cathodic Protection															
78	02			Cathodic Protection	1.00 LS	1,761	10	128.66 /hr	633	1,000.00 /LS	1,000					0	51.30 /hr	128	0
79	02			Trenching D/L/B Pipeline 12" Discharge															
80	02			Sub Haul & Dump Fee's (SEO)	3.21 ld	962			0		0		3	150.00 /ld	150.00	481	/ld	0	481
81	02			Pipeline Foreman	2.00 day	1,279	16	79.95 /hr	1,279		0					0		0	0
82	02			D/L/B 12" Pipe	150.00 lf	11,584	144	2,600.00 /day	5,200		0					0	3,192.00 /day	6,384	0
83	02			Trench Spoil Haul Off Support (LE)	3.21 ld	81	1	69.34 /hr	38		0	1.500	5			0	79.80 /hr	43	0
84	02			Bedrock - Squeegee	62.50 tn	1,625			0	26.00 /tn	1,625					0		0	0
85	02			Excavation Rollup	116.67 cy	0			0		0					0		0	0
86	02			Backfill Rollup	75.00 cy	0			0		0					0		0	0
87	02			Pot Hole - Hard	1.00 ea	469	6	116.58 /hr	350		0					0	39.90 /hr	120	0
88	02			Speed Shoring Trench Width 3' - 4'	30.00 ea	510		/ea	0		0					0	1.00 /week	510	0
89	02			Trenching D/L/B Pipeline 8" Inlet															
90	02			Sub Haul & Dump Fee's (SEO)	0.37 ld	111			0		0		0	150.00 /ld	150.00	56	/ld	0	56
91	02			Pipeline Foreman	2.00 day	1,279	16	79.95 /hr	1,279		0					0		0	0
92	02			D/L/B 8" Pipe	20.00 lf	4,634	58	2,600.00 /day	2,080		0					0	3,192.00 /day	2,554	0
93	02			Trench Spoil Haul Off Support (LE)	0.37 ld	9	0	69.34 /hr	4		0	1.500	1			0	79.80 /hr	5	0
94	02			Bedrock - Squeegee	7.23 tn	188			0	26.00 /tn	188					0		0	0
95	02			Excavation Rollup	15.56 cy	0			0		0					0		0	0
96	02			Backfill Rollup	10.74 cy	0			0		0					0		0	0
97	02			Pot Hole - Hard	1.00 ea	469	6	116.58 /hr	350		0					0	39.90 /hr	120	0
98	02			Speed Shoring Trench Width 3' - 4'	4.00 ea	68		/ea	0		0					0	1.00 /week	68	0
99	02			Remove existing Fire Hydrant															
100	02			Pipeline Foreman	1.00 day	640	8	79.95 /hr	640		0					0		0	0
101	02			D/L/B 6" Pipe	20.00 lf	1,158	14	2,600.00 /day	520		0					0	3,192.00 /day	638	0
102	02			Excavation Rollup	15.56 cy	0			0		0					0		0	0
103	02			Backfill Rollup	14.44 cy	0			0		0					0		0	0
104	02			Trenching D/L/B Pipeline 8" PVC Cleanout															
105	02			Sub Haul & Dump Fee's (SEO)	1.11 ld	333			0		0		1	150.00 /ld	150.00	167	/ld	0	167
106	02			Pipeline Foreman	1.00 day	640	8	79.95 /hr	640		0					0		0	0
107	02			D/L/B 8" Pipe	60.00 lf	4,634	58	2,600.00 /day	2,080		0					0	3,192.00 /day	2,554	0
108	02			Trench Spoil Haul Off Support (LE)	1.11 ld	28	0	69.34 /hr	13		0	1.500	2			0	79.80 /hr	15	0
109	02			Bedrock - Squeegee	21.67 tn	563			0	26.00 /tn	563					0		0	0
110	02			Excavation Rollup	53.33 cy	0			0		0					0		0	0
111	02			Backfill Rollup	38.89 cy	0			0		0					0		0	0
112	02			Pot Hole - Standard	1.00 ea	313	4	116.58 /hr	233		0					0	39.90 /hr	80	0
113	02		02.01.055	Potholing															
114	02			Potholing															
115	02			Pot Hole - Standard	10.00 ea	5,630	40	116.58 /hr	2,332		0		10	250.00 /ea	250.00	2,500	39.90 /hr	798	0
116	02		15.02.200	Electrical Heat Slab System															
117	02			Electrical Heat Slab System															
118	02			Elctrical Heated Slab System - WarmZone	1.00 ls	6,472			0	6,472.00 /ls	6,472					0		0	0
119	02	05.		Excavation															
120	02		02.01.000	Excavation															
121	02			Soil Nails 210lf x (avg) 25"D															
122	02			HTM Construction	5,065.00 SF	238,055			0		0		5,065	47.00 /SF	47.00	238,055		0	0
123	02			Excavation 60w x 45l x 35d															
124	02			CAT 345 Excavator - F/O	120.00 hr	23,917	120	69.35 /hr	8,321		0					0	129.96 /hr	15,595	0
125	02			Total excavation =	1,735.00 yd3	0			0		0					0		0	0
126	02			Ramp Ex															
127	02			CAT 345 Excavator - F/O	8.00 hr	1,594	8	69.35 /hr	555		0					0	129.96 /hr	1,040	0
128	02			Total excavation =	600.00 yd3	0			0		0					0		0	0
129	02			Subgrade preparation															
130	02			Laborer #1	8.00 hr	378	8	47.23 /hr	378		0					0		0	0
131	02			Laborer #2	8.00 hr	378	8	47.23 /hr	378		0					0		0	0
132	02			Compaction Equipment	8.00 hr	980	8	81.43 /hr	651		0					0	41.04 /hr	328	0
133	02			Total subgrade preparation =	2,400.00 ft2	0			0		0					0		0	0
134	02			Haul to stockpile															
135	02			CAT 950 Loader - F/O	120.00 hr	17,897	120	69.35 /hr	8,321		0					0	79.80 /hr	9,576	0
136	02			Total haul to stockpile =	3,500.00 yd3	0			0		0					0		0	0
137	02		02.01.001	Overex, Grid, Backfill to Bottom Slab															
138	02			Machine excavation															
139	02			CAT 330 Excavator	8.00 hr	1,330	8	69.35 /hr	555		0					0	96.90 /hr	775	0
140	02			Total excavation =	616.00 yd3	0			0		0					0		0	0
141	02			Geotextile - Modified															
142	02			Laborer #1	9.74 hr	460	10	47.23 /hr	460		0					0		0	0
143	02			Laborer #2	9.74 hr	460	10	47.23 /hr	460		0					0		0	0
144	02			Laborer #3	9.74 hr	460	10	47.23 /hr	460		0					0		0	0
145	02			Laborer #4	9.74 hr	460	10	47.23 /hr	460		0					0		0	0
146	02			Geotextile: Geogrid (stabilization)	9,744.00 ft2	3,898			0	0.40 /ft2	3,898					0		0	0
147	02			Total geotextile =	9,744.00 ft2	0			0		0					0		0	0
148	02			Structural backfill															



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Row	Bid Item	Work Code	Est. Item	Description	Takeoff Quantity	182,524	3,131,081	8,451	Labor Price	Labor Amount	660,713	Material Cost/Unit	686,535	Sub Productivity	Sub Quantity	Sub Cost/Unit	Sub Price	1,570,301	Equip Price	165,301	48,232
149	02			Laborer #1	8.00	hr	378	8	47.23 /hr	378			0					0		0	0
150	02			Laborer #2	8.00	hr	378	8	47.23 /hr	378			0					0		0	0
151	02			Native fill	700.00	yd3	0			0			0					0		0	0
152	02			CAT 966 Loader - F/O	8.00	hr	1,330	8	69.35 /hr	555			0					0	96.90 /hr	775	0
153	02			CAT 323 Compactor 50" Sheeps foot	8.00	hr	883	8	69.35 /hr	555			0					0	41.04 /hr	328	0
154	02			Total structural backfill =	700.00	yd3	0			0			0					0		0	0
155	02			Haul to stockpile																	
156	02			CAT 950 Loader - F/O	8.00	hr	1,193	8	69.35 /hr	555			0					0	79.80 /hr	638	0
157	02			Total haul to stockpile =	616.00	yd3	0			0			0					0		0	0
158	02		02.01.005	Excavation Engineering																	
159	02			Design Excavation																	
160	02			Subcontractor #1	5,250.00	SF	1,000			0			0		5,250	0.19 /SF	0.19	1,000		0	0
161	02		02.01.010	Backfill Wet Well																	
162	02			Structural backfill																	
163	02			Laborer #1	52.00	hr	2,456	52	47.23 /hr	2,456			0					0		0	0
164	02			Laborer #2	52.00	hr	2,456	52	47.23 /hr	2,456			0					0		0	0
165	02			Structural fill	500.00	yd3	12,500			0	25.00 /yd3	12,500						0		0	0
166	02			CAT 232 Skid Steer Loader - F/O	52.00	hr	4,910	52	69.35 /hr	3,606			0					0	25.08 /hr	1,304	0
167	02			CAT 416 Backhoe	52.00	hr	5,681	52	69.35 /hr	3,606			0					0	39.90 /hr	2,075	0
168	02			CAT 950 Loader - F/O	52.00	hr	7,756	52	69.35 /hr	3,606			0					0	79.80 /hr	4,150	0
169	02			Compactin Equipment	52.00	hr	5,740	52	69.35 /hr	3,606			0					0	41.04 /hr	2,134	0
170	02			Total structural backfill =	2,600.00	yd3	0			0			0					0		0	0
171	02			Spread / Haul Excess																	
172	02			CAT 950 Loader - F/O	100.00	hr	14,915	100	69.35 /hr	6,935			0					0	79.80 /hr	7,980	0
173	02			Subcontractor Tandem 12 yd3 (\$/hr)	20.00	hr	2,500			0			0		20	125.00 /hr	125.00	2,500		0	0
174	02			Total haul excess =	845.00	yd3	0			0			0					0		0	0
175	02		02.01.020	Riprap Swale																	
176	02			Riprap Swale																	
177	02			Rip Rap Machine Place	700.00	sf	6,655	42	163.81 /ch	2,293	5.00 /sf	3,500						0	61.56 /ch	862	0
178	02			Rip Rap Hand Place Loose	500.00	sf	5,445	20	47.23 /ch	945	9.00 /sf	4,500						0	/ch	0	0
179	02		02.01.300	Rock Wall Fencing (2 Rows)																	
180	02			Rock Fall Fencing (2 Rows)																	
181	02			Fencing Sub	350.00	LF	8,750			0			0		350	25.00 /LF	25.00	8,750		0	0
182	02		02.01.350	Silt Fence																	
183	02			Silt Fence																	
184	02			Silt Fence	250.00	lf	1,250			0			0		250	5.00 /lf	5.00	1,250		0	0
185	02	07.		Paving																	
186	02		02.01.075	Asphalt Paving																	
187	02			Asphalt Paving																	
188	02			Asphalt Paving	2,365.00	sf	23,650			0			0		2,365	10.00 /sf	10.00	23,650		0	0
189	02	14.		Fence																	
190	02		02.01.200	Chain Link Fence and Gate																	
191	02			8' Chainlink Fence and 16' Vechicle Gate																	
192	02			8' Chainlink Fence and 2 16' Vechicle Gates - Commercial Fence	400.00	lf	18,000			0			0		400	45.00 /lf	45.00	18,000		0	0
193	02	15.		Landscaping																	
194	02		02.01.100	Seed/Mulch																	
195	02			Seed / Mulch																	
196	02			CDI Landscape Services (Hydroseed / hydromulch)	4.00	AC	8,500			0			0		4	2,125.00 /AC	2,125.00	8,500		0	0
197	03			Div. 03 Concrete																	
198	03	01.		Concrete																	
199	03		03.01.000	Wet Well																	
200	03			Install DeNeef Tubing and Grout																	
201	03			Carpenter #1	1.00	day	640	8	79.95 /mh	640			0					0		0	0
202	03			Laborer #1	1.00	day	378	8	47.23 /mh	378			0					0		0	0
203	03			Laborer #2	1.00	day	378	8	47.23 /mh	378			0					0		0	0
204	03			Tools #1 Day	1.00	day	27			0			0					0	27.36 /day	27	0
205	03			DeNeef Tubing	200.00	LF	3,000			0	15.00 /LF	3,000						0		0	0
206	03			Grouting Sub	1.00	ls	5,000			0			0		1	5,000.00 /ls	5,000.00	5,000		0	0
207	03			Shoring FCC																	
208	03			Shoring	816.31	sf	3,265			0			0		816	4.00 /sf	4.00	3,265		0	0
209	03			Generator and Electrical Room Slab																	
210	03			Fine Grade - Mat Slab	559.74	sf	202	3	68.67 /mh	202			0					0		0	0
211	03			Bedrock C16 Road Base	10.37	cy	401	2	47.23 /ch	98	21.25 /cy	220						0	39.90 /ch	83	0
212	03			Class II Base Bedding Rollup	10.37	cy	0			0			0					0		0	0
213	03			Edge Forms for Mat Foundation - forms used 2 times or more	142.50	sf	1,840	19	79.95 /mh	1,481	2.52 /sf	369						0		0	0
214	03			Screeds SOG	560.00	sf	571	7	79.95 /mh	560	0.02 /sf	11						0		0	0
215	03			Oil SOG Form	142.50	sf	19	0	79.95 /mh	13	0.04 /sf	6						0		0	0
216	03			Slab Rebar by Subcontractor	3.98	tn	10,945			0			0	2,000.000	7,960	2,750.00 /tn	1.38	10,945		0	0
217	03			4000 psi Concrete	34.21	cy	5,473			0	160.00 /cy	5,473						0		0	0
218	03			Place Matt Foundation < 20 cyds	34.21	cy	1,127	16	68.67 /mh	1,127			0					0		0	0
219	03			Concrete Vibrator	34.21	cy	86			0			0					0	2.50 /mh	86	0
220	03			Finish- Hard Trowel - Mat Foundation	559.74	sf	586	7	55.75 /mh	411	0.20 /sf	112						0	39.90 /mh	64	0
221	03			Cure - Filanc Generic - Mat Foundation	702.24	sf	196	2	55.75 /mh	112	0.12 /sf	84						0		0	0
222	03			Crane for Flying in/out Forms, Bar, Etc	6.33	hr	2,315	6	92.22 /hr	584			0					0	273.60 /hr	1,731	0



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Row	Bid Item	Work Code	Est. Item	Description	Takeoff Quantity	Grand Total Amount	Labor Hours	Labor Price	Labor Amount	Material Cost/Unit	Material Amount	Sub Productivity	Sub Quantity	Sub Cost/Unit	Sub Price	Sub Amount	Equip Price	Equip Amount	Other Amount
223	03			Colorado Concrete Pumping 47M	34.21 cy	770			0		0	17.500	2	20.00 /cy	350.00	684		0	86
224	03			Slab Concrete Rollup	34.21 cy	0			0		0					0		0	0
225	03			All Concrete Rollup	34.21 cy	0			0		0					0		0	0
226	03			Slab Horizontal Square Footage Rollup	559.74 sf	0			0		0					0		0	0
227	03			Footer 2 M1,2,3															
228	03			Fine Grade - Mat Slab	1,826.41 sf	660	10	68.67 /mh	660		0					0		0	0
229	03			Class II Base Bedding - Mat Foundation	33.82 cy	1,442	7	47.23 /ch	320	25.20 /cy	852					0	39.90 /ch	270	0
230	03			Class II Base Bedding Rollup	33.82 cy	0			0		0					0		0	0
231	03			Edge Forms for Mat Foundation - forms used 2 times or more	297.86 sf	3,846	39	79.95 /mh	3,096	2.52 /sf	751					0		0	0
232	03			Screeds SOG	1,827.00 sf	1,862	23	79.95 /mh	1,826	0.02 /sf	37					0		0	0
233	03			Oil SOG Form	297.86 sf	39	0	79.95 /mh	27	0.04 /sf	12					0		0	0
234	03			Chamfer - Foundation & Slab Forms	178.68 lf	392	4	79.95 /mh	338	0.30 /lf	54					0		0	0
235	03			Slab Rebar by Subcontractor	25.37 tn	50,744			0		0	2,000.000	50,744	2,000.00 /tn	1.00	50,744		0	0
236	03			4000 psi Concrete	124.04 cy	19,846			0	160.00 /cy	19,846					0		0	0
237	03			Place Matt Foundation < 20 cyds	124.04 cy	4,088	60	68.67 /mh	4,088		0					0		0	0
238	03			Concrete Vibrator	124.04 cy	310			0		0					0	2.50 /mh	310	0
239	03			Finish- Hard Trowel - Mat Foundation	1,826.41 sf	1,913	24	55.75 /mh	1,340	0.20 /sf	365					0	39.90 /mh	208	0
240	03			Cure - Filanc Generic - Mat Foundation	2,124.27 sf	593	6	55.75 /mh	338	0.12 /sf	255					0		0	0
241	03			Concrete Crane - Pouring Crane	22.95 hr	8,394	23	92.22 /hr	2,116		0					0	273.60 /hr	6,278	0
242	03			Concrete Pump 52 Meter (170') Boom Straight Time	124.04 cy	2,047			0		0	25.000	5	14.00 /cy	350.00	1,737		0	310
243	03			Slab Concrete Rollup	124.04 cy	0			0		0					0		0	0
244	03			All Concrete Rollup	124.04 cy	0			0		0					0		0	0
245	03			Slab Horizontal Square Footage Rollup	1,826.41 sf	0			0		0					0		0	0
246	03			Division Wall															
247	03			Starter Wall Forms for Concrete Walls	20.00 lf	67	1	79.95 /mh	42	1.25 /lf	25					0		0	0
248	03			Handset Job Built Wall Forms with Plyform Level 3 (Hard Easy) - Greater than 8' tall	400.00 sf	6,430	64	79.95 /mh	5,116	3.00 /sf	1,200					0	39.90 /mh	114	0
249	03			Oil Wall Forms	400.00 sf	52	0	79.95 /mh	36	0.04 /sf	16					0		0	0
250	03			Rebar Template - Walls	40.00 lf	337	4	79.95 /mh	307	0.75 /lf	30					0		0	0
251	03			Keyway for Horizontal Construction Joints - Walls	20.00 lf	88	1	79.95 /mh	72	0.79 /lf	16					0		0	0
252	03			Wall Rebar by Subcontractor	1.32 tn	3,636			0		0	2,000.000	2,644	2,750.00 /tn	1.38	3,636		0	0
253	03			4000 psi Concrete	7.41 cy	1,186			0	160.00 /cy	1,186					0		0	0
254	03			Place Walls 4 to 20 cyds	7.41 cy	254	4	68.67 /mh	254		0					0		0	0
255	03			Concrete Vibrator	7.41 cy	19			0		0					0	2.50 /mh	19	0
256	03			Vertical Finish- F3 - Remove Fins, Offsets, Cure Membrane, Grind Projections Smooth. Fill Depressions 1/4 in or larger, Tie Holes w/mortar	400.00 sf	1,345	21	55.75 /mh	1,182	0.35 /sf	140					0	39.90 /mh	23	0
257	03			Sandblasting - Wall Bottoms & Top of Wall	16.60 sf	26	0	47.23 /mh	16	0.08 /sf	1					0	39.90 /mh	9	0
258	03			Cure - Filanc Generic	400.00 sf	112	1	55.75 /mh	64	0.12 /sf	48					0		0	0
259	03			Waterstop Bulb PVC - Labor Only	20.00 lf	114	2	55.75 /mh	111		0					0	39.90 /mh	2	0
260	03			Waterstop Bulb PVC - Material Only	20.00 lf	100			0	5.00 /lf	100					0		0	0
261	03			Crane for Flying in/out Forms, Bar, Etc	3.00 hr	1,097	3	92.22 /hr	277		0					0	273.60 /hr	821	0
262	03			Colorado Concrete Pumping 47M	7.41 cy	167			0		0	17.500	0	20.00 /cy	350.00	148		0	19
263	03			Wall Concrete Rollup	7.41 cy	0			0		0					0		0	0
264	03			All Concrete Rollup	7.41 cy	0			0		0					0		0	0
265	03			Wall Contact Square Footage Rollup	400.00 sf	0			0		0					0		0	0
266	03			Wall Summary Lineal Footage Rollup	20.00 lf	0			0		0					0		0	0
267	03			Wall Summary Square Footage Rollup	200.00 sf	0			0		0					0		0	0
268	03			Thrust Block 1															
269	03			Handset Job Built Wall Forms with Plyform Level 2 (Medium) - Less than 8 feet tall	24.00 sf	265	3	69.04 /mh	207	2.40 /sf	58					0	/mh	0	0
270	03			Oil Wall Forms	24.00 sf	3	0	79.95 /mh	2	0.04 /sf	1					0		0	0
271	03			Chamfer - Wall	12.00 lf	18	0	79.95 /mh	14	0.30 /lf	4					0		0	0
272	03			Wall Rebar by Subcontractor	0.06 tn	154			0		0	2,000.000	112	2,750.00 /tn	1.38	154		0	0
273	03			4000 psi Concrete	0.46 cy	73			0	160.00 /cy	73					0		0	0
274	03			Place Walls < 4 cyds	0.46 cy	20	0	68.67 /mh	20		0					0		0	0
275	03			Concrete Vibrator	0.46 cy	1			0		0					0	2.50 /mh	1	0
276	03			Vertical Finish- F3 - Remove Fins, Offsets, Cure Membrane, Grind Projections Smooth. Fill Depressions 1/4 in or larger, Tie Holes w/mortar	24.00 sf	81	1	55.75 /mh	71	0.35 /sf	8					0	39.90 /mh	1	0
277	03			Cure - Filanc Generic	24.00 sf	7	0	55.75 /mh	4	0.12 /sf	3					0		0	0
278	03			Colorado Concrete Pumping 47M	0.46 cy	10			0		0	17.600	0	19.89 /cy	350.00	9		0	1
279	03			Wall Concrete Rollup	0.46 cy	0			0		0					0		0	0
280	03			All Concrete Rollup	0.46 cy	0			0		0					0		0	0
281	03			Wall Contact Square Footage Rollup	24.00 sf	0			0		0					0		0	0
282	03			Wall Summary Lineal Footage Rollup	6.00 lf	0			0		0					0		0	0
283	03			Wall Summary Square Footage Rollup	12.00 sf	0			0		0					0		0	0
284	03			Thrust Block 2															
285	03			Handset Job Built Wall Forms with Plyform Level 3 (Hard Easy) - Less than 8 feet tall	16.00 sf	257	3	79.95 /mh	205	3.00 /sf	48					0	39.90 /mh	5	0
286	03			Oil Wall Forms	16.00 sf	2	0	79.95 /mh	1	0.04 /sf	1					0		0	0
287	03			Chamfer - Wall	8.00 lf	12	0	79.95 /mh	10	0.30 /lf	2					0		0	0
288	03			Wall Rebar by Subcontractor	0.04 tn	102			0		0	2,000.000	74	2,750.00 /tn	1.38	102		0	0
289	03			4000 psi Concrete	0.31 cy	49			0	160.00 /cy	49					0		0	0
290	03			Place Walls < 4 cyds	0.31 cy	14	0	68.67 /mh	14		0					0		0	0
291	03			Concrete Vibrator	0.31 cy	1			0		0					0	2.50 /mh	1	0
292	03			Vertical Finish- F3 - Remove Fins, Offsets, Cure Membrane, Grind Projections Smooth. Fill Depressions 1/4 in or larger, Tie Holes w/mortar	16.00 sf	54	1	55.75 /mh	47	0.35 /sf	6					0	39.90 /mh	1	0
293	03			Cure - Filanc Generic	16.00 sf	4	0	55.75 /mh	3	0.12 /sf	2					0		0	0
294	03			Colorado Concrete Pumping 47M	0.31 cy	7			0		0	18.000	0	19.44 /cy	350.00	6		0	1
295	03			Wall Concrete Rollup	0.31 cy	0			0		0					0		0	0
296	03			All Concrete Rollup	0.31 cy	0			0		0					0		0	0



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Row	Bid Item	Work Code	Est. Item	Description	Takeoff Quantity	Grand Total Amount	Labor Hours	Labor Price	Labor Amount	Material Cost/Unit	Material Amount	Sub Productivity	Sub Quantity	Sub Cost/Unit	Sub Price	Sub Amount	Equip Price	Equip Amount	Other Amount
297	03			Wall Contact Square Footage Rollup	16.00 sf	0			0		0					0		0	0
298	03			Wall Summary Lineal Footage Rollup	4.00 lf	0			0		0					0		0	0
299	03			Wall Summary Square Footage Rollup	8.00 sf	0			0		0					0		0	0
300	03			Outer Walls 2 M6 & M8															
301	03			Starter Wall Forms for Concrete Walls	172.00 lf	577	5	79.95 /mh	362	1.25 /lf	215					0		0	0
302	03			Handset Job Built Wall Forms with Plyform Level 3 (Hard Easy) - Greater than 8' tall	3,440.00 sf	55,302	550	79.95 /mh	44,002	3.00 /sf	10,320					0	39.90 /mh	980	0
303	03			Oil Wall Forms	3,440.00 sf	451	4	79.95 /mh	314	0.04 /sf	138					0		0	0
304	03			Rebar Template - Walls	344.00 lf	2,898	33	79.95 /mh	2,640	0.75 /lf	258					0		0	0
305	03			Keyway for Horizontal Construction Joints - Walls	172.00 lf	754	8	79.95 /mh	619	0.79 /lf	135					0		0	0
306	03			Wall Rebar by Subcontractor	31.85 tn	87,593			0		0	2,750.000	87,593	2,750.00 /tn	1.00	87,593		0	0
307	03			4000 psi Concrete	131.23 cy	20,997			0	160.00 /cy	20,997					0		0	0
308	03			Place Walls > 20 cyds	131.23 cy	4,055	59	68.67 /mh	4,055		0					0		0	0
309	03			Concrete Vibrator	131.23 cy	328			0		0					0	2.50 /mh	328	0
310	03		Vertical Finish- F3 - Remove Fins, Offsets, Cure Membrane, Grind Projections Smooth. Fill Depressions 1/4 in or larger, Tie Holes w/mortar	1,720.00 sf	5,782		91	55.75 /mh	5,082	0.35 /sf	602					0	39.90 /mh	98	0
311	03			Sandblasting - Wall Bottoms & Top of Wall	344.00 sf	542	7	47.23 /mh	338	0.08 /sf	28					0	39.90 /mh	177	0
312	03			Cure - Filanc Generic	3,440.00 sf	961	10	55.75 /mh	548	0.12 /sf	413					0		0	0
313	03			Waterstop Bulb PVC - Labor Only	172.00 lf	978	17	55.75 /mh	959		0					0	39.90 /mh	20	0
314	03			Waterstop Bulb PVC - Material Only	172.00 lf	860			0	5.00 /lf	860					0		0	0
315	03			Concrete Crane - Formwork Hoisting	7.68 hr	2,809	8	92.22 /hr	708		0					0	273.60 /hr	2,101	0
316	03			Concrete Crane - Pouring Crane	24.28 hr	8,881	24	92.22 /hr	2,239		0					0	273.60 /hr	6,642	0
317	03			Concrete Pump 52 Meter (170') Boom Straight Time	131.23 cy	4,156			0		0	12.000	11	29.17 /cy	350.00	3,828		0	328
318	03			Wall Concrete Rollup	131.23 cy	0			0		0					0		0	0
319	03			All Concrete Rollup	131.23 cy	0			0		0					0		0	0
320	03			Wall Contact Square Footage Rollup	3,440.00 sf	0			0		0					0		0	0
321	03			Wall Summary Lineal Footage Rollup	172.00 lf	0			0		0					0		0	0
322	03			Wall Summary Square Footage Rollup	1,720.00 sf	0			0		0					0		0	0
323	03			Suspended (Deck) Slab Concrete															
324	03			Safety - Perimeter Protection - Concrete Crew	178.02 LF	900	4	79.95 /mh	356	3.00 /LF	534					0	39.90 /mh	10	0
325	03			Safety - Perimeter Protection - GC	178.02 LF	900	4	79.95 /mh	356	3.00 /LF	534					0	39.90 /mh	10	0
326	03			Safety - Tie-Off straps around perimeter of bldg. / GC	1.00 LF	4	0	79.95 /mh	1	2.92 /LF	3					0	39.90 /mh	0	0
327	03			Reshoring Solid Slabs	816.31 sf	1,121	3	79.95 /mh	223	0.20 /sf	163		816	0.90 /sf	0.90	735		0	0
328	03			Form Suspended Slab 0-12ft Working Height	816.31 sf	12,121	131	79.95 /mh	10,442	2.00 /sf	1,633					0	39.90 /mh	47	0
329	03			Small Opening Removal Form Suspended Slab	816.31 sf	6,541	78	79.95 /mh	6,215	1.00 /sf	0					0	39.90 /mh	326	0
330	03			Edge Form for Suspended Slab 0-12 feet	178.02 sf	2,376	25	79.95 /mh	1,992	2.10 /sf	374					0	39.90 /mh	10	0
331	03			Equipment Rental for Suspended Slab 0-12 feet	816.31 sf	2,449			0		0		816	1.00 /sf	1.00	816		0	1,633
332	03			Oil Suspended Slab Frm	1,133.33 sf	149	1	79.95 /mh	103	0.04 /sf	45					0		0	0
333	03			Blockout Forms for Floor Opening - Suspended Slab	108.00 sf	1,667	19	79.95 /mh	1,499	1.50 /sf	162					0	39.90 /mh	6	0
334	03			Screeds for Concrete - Suspended Slab	817.00 sf	285	3	79.95 /mh	269	0.02 /sf	16					0		0	0
335	03			Construction Joint Forms - Suspended Slab	31.01 sf	833	10	79.95 /mh	793	1.00 /sf	31					0	39.90 /mh	9	0
336	03			Sealant at Control Joint	41.34 lf	518	5	79.95 /mh	367	2.50 /lf	103					0	39.90 /mh	47	0
337	03			Suspended Slab Rebar by Subcontractor	4.32 tn	11,880			0		0	2,000.000	8,640	2,750.00 /tn	1.38	11,880		0	0
338	03			4000 psi Concrete	43.62 cy	6,979			0	160.00 /cy	6,979					0		0	0
339	03			Place Suspended Slab 20 to 100 cyds	43.62 cy	1,273	19	68.67 /mh	1,273		0					0		0	0
340	03			Concrete Vibrator	43.62 cy	109			0		0					0	2.50 /mh	109	0
341	03			Finish- Hard Trowel	816.31 sf	855	11	55.75 /mh	599	0.20 /sf	163					0	39.90 /mh	93	0
342	03		Vertical Finish- F3 - Remove Fins, Offsets, Cure Membrane, Grind Projections Smooth. Fill Depressions 1/4 in or larger, Tie Holes w/mortar	816.31 sf	2,744	43	55.75 /mh	2,412	0.35 /sf	286						0	39.90 /mh	47	0
343	03			Cure - Filanc Generic	1,965.15 sf	549	6	55.75 /mh	313	0.12 /sf	236					0		0	0
344	03			Waterstop Bulb PVC - Vertical Labor Only - Wall	20.67 lf	118	2	55.75 /mh	115		0					0	39.90 /mh	2	0
345	03			Waterstop Bulb PVC - Vertical Material Only - Wall	20.67 lf	103			0	5.00 /lf	103					0		0	0
346	03			Colorado Concrete Pumping 47M	43.62 cy	981			0		0	17.500	2	20.00 /cy	350.00	872		0	109
347	03			Deck Slab Concrete Rollup	43.62 cy	0			0		0					0		0	0
348	03			All Concrete Rollup	43.62 cy	0			0		0					0		0	0
349	03			Slab Horizontal Square Footage Rollup	816.31 sf	0			0		0					0		0	0
350	03		03.01.005	Pump/Electrical Room															
351	03			Shoring FCC															
352	03			Shoring	1,002.50 sf	3,509			0		0		1,002	3.50 /sf	3.50	3,509		0	0
353	03			Walls - Concrete M7 & M9															
354	03			Starter Wall Forms for Concrete Walls	155.34 lf	521	4	79.95 /mh	327	1.25 /lf	194					0		0	0
355	03			Handset Job Built Wall Forms with Plyform Level 3 (Hard Easy) - Greater than 8' tall	4,660.20 sf	74,918	746	79.95 /mh	59,610	3.00 /sf	13,981					0	39.90 /mh	1,328	0
356	03			Oil Wall Forms	4,660.20 sf	611	5	79.95 /mh	425	0.04 /sf	186					0		0	0
357	03			Rebar Template - Walls	310.68 lf	2,617	30	79.95 /mh	2,384	0.75 /lf	233					0		0	0
358	03			Keyway for Horizontal Construction Joints - Walls	155.34 lf	681	7	79.95 /mh	559	0.79 /lf	122					0		0	0
359	03			Wall Rebar by Subcontractor	21.58 tn	59,331			0		0	2,750.000	59,331	2,750.00 /tn	1.00	59,331		0	0
360	03			4000 psi Concrete	88.89 cy	14,222			0	160.00 /cy	14,222					0		0	0
361	03			Place Walls > 20 cyds	88.89 cy	2,747	40	68.67 /mh	2,747		0					0		0	0
362	03			Concrete Vibrator	88.89 cy	222			0		0					0	2.50 /mh	222	0
363	03		Vertical Finish- F3 - Remove Fins, Offsets, Cure Membrane, Grind Projections Smooth. Fill Depressions 1/4 in or larger, Tie Holes w/mortar	2,330.10 sf	7,833		123	55.75 /mh	6,884	0.35 /sf	816					0	39.90 /mh	133	0
364	03			Sandblasting - Wall Bottoms & Top of Wall	155.34 sf	245	3	47.23 /mh	153	0.08 /sf	12					0	39.90 /mh	80	0
365	03			Cure - Filanc Generic	4,660.20 sf	1,301	13	55.75 /mh	742	0.12 /sf	559					0		0	0
366	03			Concrete Crane - Formwork Hoisting	10.40 hr	3,805	10	92.22 /hr	959		0					0	273.60 /hr	2,846	0
367	03			Concrete Crane - Pouring Crane	16.44 hr	6,016	16	92.22 /hr	1,516		0					0	273.60 /hr	4,499	0
368	03			Colorado Concrete Pumping 47M	88.89 cy	2,000			0		0	17.500	5	20.00 /cy	350.00	1,778		0	222
369	03			Wall Concrete Rollup	88.89 cy	0			0		0					0		0	0
370	03			All Concrete Rollup	88.89 cy	0			0		0					0		0	0



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Row	Bid Item	Work Code	Est. Item	Description	Takeoff Quantity	182,524	3,131,081	Grand Total Amount	Labor Hours	Labor Price	660,713	Labor Amount	Material Cost/Unit	686,535	Material Amount	Sub Productivity	Sub Quantity	Sub Cost/Unit	Sub Price	1,570,301	Sub Amount	Equip Price	165,301	Equip Amount	48,232	Other Amount
371	03			Wall Contact Square Footage Rollup	4,660.20 sf		0				0			0						0			0		0	
372	03			Wall Summary Lineal Footage Rollup	155.34 lf		0				0			0						0			0		0	
373	03			Wall Summary Square Footage Rollup	2,330.10 sf		0				0			0						0			0		0	
374	03			Suspended (Deck) Slab Concrete	M5																					
375	03			Safety - Perimeter Protection - Concrete Crew	231.18 LF		1,169		6	79.95 /mh	462		3.00 /LF	694						0		39.90 /mh		13		0
376	03			Safety - Perimeter Protection - GC	231.18 LF		1,169		6	79.95 /mh	462		3.00 /LF	694						0		39.90 /mh		13		0
377	03			Safety - Tie-Off straps around perimeter of bldg. / GC	1.00 LF		4		0	79.95 /mh	1		2.92 /LF	3						0		39.90 /mh		0		0
378	03			Form Suspended Slab 12ft - 20ft Working Height	1,033.01 sf		21,624		244	79.95 /mh	19,499		2.00 /sf	2,066						0		39.90 /mh		59		0
379	03			Edge Form for Suspended Slab 12 - 20 feet	231.18 sf		3,155		32	79.95 /mh	2,587		2.40 /sf	555						0		39.90 /mh		13		0
380	03			Equipment Rental for Suspended Slab 12 - 20	1,033.01 sf		3,616				0			0			1,033	1.50 /sf	1.50		1,550			0		2,066
381	03			Oil Suspended Slab Frm	1,264.19 sf		166		1	79.95 /mh	115		0.04 /sf	51						0				0		0
382	03			Screeds for Concrete - Suspended Slab	1,034.00 sf		361		4	79.95 /mh	340		0.02 /sf	21						0				0		0
383	03			Chamfer - Suspended Slab	138.68 lf		304		3	79.95 /mh	263		0.30 /lf	42						0				0		0
384	03			Suspended Slab Rebar by Subcontractor	9.57 ln		26,309				0			0			2,750.000	26,309	2,750.00 /tn	1.00		26,309			0	0
385	03			4000 psi Concrete	65.69 cy		10,511				0		160.00 /cy	10,511						0				0		0
386	03			Place Suspended Slab 20 to 100 cyds	65.69 cy		1,917		28	68.67 /mh	1,917			0						0				0		0
387	03			Concrete Vibrator	65.69 cy		164				0			0						0		2.50 /mh		164		0
388	03			Finish- Hard Trowel	1,033.01 sf		1,082		14	55.75 /mh	758		0.20 /sf	207						0		39.90 /mh		118		0
389	03			Vertical Finish- F3 - Remove Fins, Offsets, Cure Membrane, Grind Projections Smooth. Fill Depressions 1/4 in or larger, Tie Holes w/mortar	1,264.19 sf		4,250		67	55.75 /mh	3,735		0.35 /sf	442						0		39.90 /mh		72		0
390	03			Cure - Filanc Generic	2,297.20 sf		642		7	55.75 /mh	366		0.12 /sf	276						0				0		0
391	03			Concrete Crane - Pouring Crane	11.80 hr		4,316		12	92.22 /hr	1,088			0						0		273.60 /hr		3,228		0
392	03			Colorado Concrete Pumping 47M	65.69 cy		1,478				0			0			17.500	4	20.00 /cy	350.00		1,314			0	164
393	03			Deck Slab Concrete Rollup	65.69 cy		0				0			0						0				0		0
394	03			All Concrete Rollup	65.69 cy		0				0			0						0				0		0
395	03			Slab Horizontal Square Footage Rollup	1,033.01 sf		0				0			0						0				0		0
396	03		03.01.010	Retaining Walls																						
397	03			Footer North 1																						
398	03			Fine Grade - Mat Slab	108.75 sf		39		1	68.67 /mh	39			0						0				0		0
399	03			Bedrock Cl6 Road Base	4.03 cy		156		1	47.23 /ch	38		21.25 /cy	86						0		39.90 /ch		32		0
400	03			Class II Base Bedding Rollup	4.03 cy		0				0			0						0				0		0
401	03			Edge Forms for Mat Foundation - forms used 2 times or more	44.00 sf		568		6	79.95 /mh	457		2.52 /sf	111						0				0		0
402	03			Screeds SOG	109.00 sf		111		1	79.95 /mh	109		0.02 /sf	2						0				0		0
403	03			Oil SOG Form	44.00 sf		6		0	79.95 /mh	4		0.04 /sf	2						0				0		0
404	03			Slab Rebar by Subcontractor	0.52 ln		1,419				0			0			2,000.000	1,032	2,750.00 /tn	1.38		1,419			0	0
405	03			4000 psi Concrete	4.43 cy		709				0		160.00 /cy	709						0				0		0
406	03			Place Matt Foundation < 20 cyds	4.43 cy		146		2	68.67 /mh	146			0						0				0		0
407	03			Concrete Vibrator	4.43 cy		11				0			0						0		2.50 /mh		11		0
408	03			Finish- Hard Trowel - Mat Foundation	108.75 sf		114		1	55.75 /mh	80		0.20 /sf	22						0		39.90 /mh		12		0
409	03			Cure - Filanc Generic - Mat Foundation	152.75 sf		43		0	55.75 /mh	24		0.12 /sf	18						0				0		0
410	03			Slab Concrete Rollup	4.43 cy		0				0			0						0				0		0
411	03			All Concrete Rollup	4.43 cy		0				0			0						0				0		0
412	03			Slab Horizontal Square Footage Rollup	108.75 sf		0				0			0						0				0		0
413	03			Footer North 2																						
414	03			Fine Grade - Mat Slab	70.00 sf		25		0	68.67 /mh	25			0						0				0		0
415	03			Bedrock Cl6 Road Base	2.59 cy		100		1	47.23 /ch	25		21.25 /cy	55						0		39.90 /ch		21		0
416	03			Class II Base Bedding Rollup	2.59 cy		0				0			0						0				0		0
417	03			Edge Forms for Mat Foundation - forms used 2 times or more	34.00 sf		439		4	79.95 /mh	353		2.52 /sf	86						0				0		0
418	03			Screeds SOG	70.00 sf		71		1	79.95 /mh	70		0.02 /sf	1						0				0		0
419	03			Oil SOG Form	34.00 sf		4		0	79.95 /mh	3		0.04 /sf	1						0				0		0
420	03			Slab Rebar by Subcontractor	0.33 ln		913				0			0			2,000.000	664	2,750.00 /tn	1.38		913			0	0
421	03			4000 psi Concrete	2.85 cy		456				0		160.00 /cy	456						0				0		0
422	03			Place Matt Foundation < 20 cyds	2.85 cy		94		1	68.67 /mh	94			0						0				0		0
423	03			Concrete Vibrator	2.85 cy		7				0			0						0		2.50 /mh		7		0
424	03			Finish- Hard Trowel - Mat Foundation	70.00 sf		73		1	55.75 /mh	51		0.20 /sf	14						0		39.90 /mh		8		0
425	03			Cure - Filanc Generic - Mat Foundation	104.00 sf		29		0	55.75 /mh	17		0.12 /sf	12						0				0		0
426	03			Slab Concrete Rollup	2.85 cy		0				0			0						0				0		0
427	03			All Concrete Rollup	2.85 cy		0				0			0						0				0		0
428	03			Slab Horizontal Square Footage Rollup	70.00 sf		0				0			0						0				0		0
429	03			Footer South One																						
430	03			Fine Grade - Mat Slab	391.50 sf		141		2	68.67 /mh	141			0						0				0		0
431	03			Bedrock Cl6 Road Base	14.50 cy		561		3	47.23 /ch	137		21.25 /cy	308						0		39.90 /ch		116		0
432	03			Class II Base Bedding Rollup	14.50 cy		0				0			0						0				0		0
433	03			Edge Forms for Mat Foundation - forms used 2 times or more	83.00 sf		1,072		11	79.95 /mh	863		2.52 /sf	209						0				0		0
434	03			Screeds SOG	392.00 sf		400		5	79.95 /mh	392		0.02 /sf	8						0				0		0
435	03			Oil SOG Form	83.00 sf		11		0	79.95 /mh	8		0.04 /sf	3						0				0		0
436	03			Slab Rebar by Subcontractor	1.86 ln		5,104				0			0			2,000.000	3,712	2,750.00 /tn	1.38		5,104			0	0
437	03			4000 psi Concrete	15.95 cy		2,552				0		160.00 /cy	2,552						0				0		0
438	03			Place Matt Foundation < 20 cyds	15.95 cy		526		8	68.67 /mh	526			0						0				0		0
439	03			Concrete Vibrator	15.95 cy		40				0			0						0		2.50 /mh		40		0
440	03			Finish- Hard Trowel - Mat Foundation	391.50 sf		410		5	55.75 /mh	287		0.20 /sf	78						0		39.90 /mh		45		0
441	03			Cure - Filanc Generic - Mat Foundation	474.50 sf		133		1	55.75 /mh	76		0.12 /sf	57						0				0		0
442	03			Slab Concrete Rollup	15.95 cy		0				0			0						0				0		0
443	03			All Concrete Rollup	15.95 cy		0				0			0						0				0		0
444	03			Slab Horizontal Square Footage Rollup	391.50 sf		0				0			0						0				0		



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Row	Bid Item	Work Code	Est. Item	Description	Takeoff Quantity	Grand Total Amount	Labor Hours	Labor Price	Labor Amount	Material Cost/Unit	Material Amount	Sub Productivity	Sub Quantity	Sub Cost/Unit	Sub Price	Sub Amount	Equip Price	Equip Amount	Other Amount
445	03			Footer South Two															
446	03			Fine Grade - Mat Slab	112.00 sf	40	1	68.67 /mh	40		0					0		0	0
447	03			Bedrock C16 Road Base	4.15 cy	160	1	47.23 /ch	39	21.25 /cy	88					0	39.90 /ch	33	0
448	03			Class II Base Bedding Rollup	4.15 cy	0			0		0					0		0	0
449	03			Edge Forms for Mat Foundation - forms used 2 times or more	44.00 sf	568	6	79.95 /mh	457	2.52 /sf	111					0		0	0
450	03			Screeds SOG	112.00 sf	114	1	79.95 /mh	112	0.02 /sf	2					0		0	0
451	03			Oil SOG Form	44.00 sf	6	0	79.95 /mh	4	0.04 /sf	2					0		0	0
452	03			Slab Rebar by Subcontractor	0.53 tn	1,460			0		0	2,000.000	1,062	2,750.00 /tn	1.38	1,460		0	0
453	03			4000 psi Concrete	4.56 cy	730			0	160.00 /cy	730					0		0	0
454	03			Place Matt Foundation < 20 cyds	4.56 cy	150	2	68.67 /mh	150		0					0		0	0
455	03			Concrete Vibrator	4.56 cy	11			0		0					0	2.50 /mh	11	0
456	03			Finish- Hard Trowel - Mat Foundation	112.00 sf	117	1	55.75 /mh	82	0.20 /sf	22					0	39.90 /mh	13	0
457	03			Cure - Filanc Generic - Mat Foundation	156.00 sf	44	0	55.75 /mh	25	0.12 /sf	19					0		0	0
458	03			Slab Concrete Rollup	4.56 cy	0			0		0					0		0	0
459	03			All Concrete Rollup	4.56 cy	0			0		0					0		0	0
460	03			Slab Horizontal Square Footage Rollup	112.00 sf	0			0		0					0		0	0
461	03			Footer South Three and Four															
462	03			Fine Grade - Mat Slab	128.00 sf	46	1	68.67 /mh	46		0					0		0	0
463	03			Bedrock C16 Road Base	4.74 cy	183	1	47.23 /ch	45	21.25 /cy	101					0	39.90 /ch	38	0
464	03			Class II Base Bedding Rollup	4.74 cy	0			0		0					0		0	0
465	03			Edge Forms for Mat Foundation - forms used 2 times or more	48.00 sf	620	6	79.95 /mh	499	2.52 /sf	121					0		0	0
466	03			Screeds SOG	128.00 sf	130	2	79.95 /mh	128	0.02 /sf	3					0		0	0
467	03			Oil SOG Form	48.00 sf	6	0	79.95 /mh	4	0.04 /sf	2					0		0	0
468	03			Slab Rebar by Subcontractor	0.61 tn	1,669			0		0	2,000.000	1,214	2,750.00 /tn	1.38	1,669		0	0
469	03			4000 psi Concrete	5.22 cy	834			0	160.00 /cy	834					0		0	0
470	03			Place Matt Foundation < 20 cyds	5.22 cy	172	3	68.67 /mh	172		0					0		0	0
471	03			Concrete Vibrator	5.22 cy	13			0		0					0	2.50 /mh	13	0
472	03			Finish- Hard Trowel - Mat Foundation	128.00 sf	134	2	55.75 /mh	94	0.20 /sf	26					0	39.90 /mh	15	0
473	03			Cure - Filanc Generic - Mat Foundation	176.00 sf	49	1	55.75 /mh	28	0.12 /sf	21					0		0	0
474	03			Slab Concrete Rollup	5.22 cy	0			0		0					0		0	0
475	03			All Concrete Rollup	5.22 cy	0			0		0					0		0	0
476	03			Slab Horizontal Square Footage Rollup	128.00 sf	0			0		0					0		0	0
477	03			North Retaining Wall															
478	03			Starter Wall Forms for Concrete Walls	37.50 lf	126	1	79.95 /mh	79	1.25 /lf	47					0		0	0
479	03			Handset Job Built Wall Forms with Plyform Level 4 (Hard Medium) - Greater than 8' tall	1,134.00 sf	13,151	125	79.95 /mh	9,993	2.50 /sf	2,835					0	39.90 /mh	323	0
480	03			Oil Wall Forms	1,134.00 sf	149	1	79.95 /mh	103	0.04 /sf	45					0		0	0
481	03			Rebar Template - Walls	75.00 lf	632	7	79.95 /mh	576	0.75 /lf	56					0		0	0
482	03			Keyway for Horizontal Construction Joints - Walls	37.50 lf	164	2	79.95 /mh	135	0.79 /lf	30					0		0	0
483	03			Chamfer - Wall	105.24 lf	158	2	79.95 /mh	126	0.30 /lf	32					0		0	0
484	03			Wall Rebar by Subcontractor	3.84 tn	10,568			0		0	2,000.000	7,686	2,750.00 /tn	1.38	10,568		0	0
485	03			4000 psi Concrete	22.00 cy	3,520			0	160.00 /cy	3,520					0		0	0
486	03			Place Walls > 20 cyds	22.00 cy	680	10	68.67 /mh	680		0					0		0	0
487	03			Concrete Vibrator	22.00 cy	55			0		0					0	2.50 /mh	55	0
488	03			Vertical Finish- F3 - Remove Fins, Offsets, Cure Membrane, Grind Projections Smooth, Fill Depressions 1/4 in or larger, Tie Holes w/mortor	567.00 sf	1,906	30	55.75 /mh	1,675	0.35 /sf	198					0	39.90 /mh	32	0
489	03			Sandblasting - Wall Bottoms & Top of Wall	37.50 sf	59	1	47.23 /mh	37	0.08 /sf	3					0	39.90 /mh	19	0
490	03			Cure - Filanc Generic	1,134.00 sf	317	3	55.75 /mh	181	0.12 /sf	136					0		0	0
491	03			Concrete Crane - Formwork Hoisting	hr	0		92.22 /hr	0	/hr	0					0	273.60 /hr	0	0
492	03			Concrete Crane - Pouring Crane	hr	0		92.22 /hr	0	/hr	0					0	273.60 /hr	0	0
493	03			Colorado Concrete Pumping 47M	22.00 cy	495			0		0	17.500	1	20.00 /cy	350.00	440		0	55
494	03			Wall Concrete Rollup	21.63 cy	0			0		0					0		0	0
495	03			All Concrete Rollup	21.63 cy	0			0		0					0		0	0
496	03			Wall Contact Square Footage Rollup	1,134.00 sf	0			0		0					0		0	0
497	03			Wall Summary Lineal Footage Rollup	37.50 lf	0			0		0					0		0	0
498	03			Wall Summary Square Footage Rollup	567.00 sf	0			0		0					0		0	0
499	03			South Retaining Wall															
500	03			Starter Wall Forms for Concrete Walls	51.00 lf	171	1	79.95 /mh	107	1.25 /lf	64					0		0	0
501	03			Handset Job Built Wall Forms with Plyform Level 4 (Hard Medium) - Greater than 8' tall	1,646.28 sf	19,055	181	79.95 /mh	14,470	2.50 /sf	4,116					0	39.90 /mh	469	0
502	03			Oil Wall Forms	1,646.28 sf	216	2	79.95 /mh	150	0.04 /sf	66					0		0	0
503	03			Rebar Template - Walls	102.00 lf	859	10	79.95 /mh	783	0.75 /lf	77					0		0	0
504	03			Keyway for Horizontal Construction Joints - Walls	51.00 lf	224	2	79.95 /mh	183	0.79 /lf	40					0		0	0
505	03			Chamfer - Wall	134.28 lf	201	2	79.95 /mh	161	0.30 /lf	40					0		0	0
506	03			Wall Rebar by Subcontractor	5.58 tn	15,342			0		0	2,000.000	11,158	2,750.00 /tn	1.38	15,342		0	0
507	03			4000 psi Concrete	31.40 cy	5,024			0	160.00 /cy	5,024					0		0	0
508	03			Place Walls > 20 cyds	31.40 cy	970	14	68.67 /mh	970		0					0		0	0
509	03			Concrete Vibrator	31.40 cy	79			0		0					0	2.50 /mh	79	0
510	03			Vertical Finish- F3 - Remove Fins, Offsets, Cure Membrane, Grind Projections Smooth, Fill Depressions 1/4 in or larger, Tie Holes w/mortor	823.14 sf	2,767	44	55.75 /mh	2,432	0.35 /sf	288					0	39.90 /mh	47	0
511	03			Sandblasting - Wall Bottoms & Top of Wall	51.00 sf	80	1	47.23 /mh	50	0.08 /sf	4					0	39.90 /mh	26	0
512	03			Cure - Filanc Generic	1,646.28 sf	460	5	55.75 /mh	262	0.12 /sf	198					0		0	0
513	03			Concrete Crane - Formwork Hoisting	hr	0		92.22 /hr	0	/hr	0					0	273.60 /hr	0	0
514	03			Concrete Crane - Pouring Crane	hr	0		92.22 /hr	0	/hr	0					0	273.60 /hr	0	0
515	03			Colorado Concrete Pumping 47M	31.40 cy	707			0		0	17.500	2	20.00 /cy	350.00	628		0	79
516	03			Wall Concrete Rollup	31.40 cy	0			0		0					0		0	0
517	03			All Concrete Rollup	31.40 cy	0			0		0					0		0	0
518	03			Wall Contact Square Footage Rollup	1,646.28 sf	0			0		0					0		0	0



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Row	Bid Item	Work Code	Est. Item	Description	Takeoff Quantity	Grand Total Amount	Labor Hours	Labor Price	Labor Amount	Material Cost/Unit	Material Amount	Sub Productivity	Sub Quantity	Sub Cost/Unit	Sub Price	Sub Amount	Equip Price	Equip Amount	Other Amount
519	03			Wall Summary Lineal Footage Rollup	51.00 lf	0			0		0					0		0	0
520	03			Wall Summary Square Footage Rollup	823.14 sf	0			0		0					0		0	0
521	03		03.01.015	Roof Parapet Wall															
522	03			Roof Parapet Wall															
523	03			Handset Job Built Wall Forms with Plyform Level 2 (Medium) - Less than 8 feet tall	828.00 sf	5,577	52	69.04 /mh	3,590	2.40 /sf	1,987					0	/mh	0	0
524	03			Oil Wall Forms	828.00 sf	109	1	79.95 /mh	75	0.04 /sf	33					0		0	0
525	03			Chamfer - Wall	276.00 lf	414	4	79.95 /mh	331	0.30 /lf	83					0		0	0
526	03			Wall Rebar by Subcontractor	1.92 tn	5,272			0		0	2,000.000	3.834	2,750.00 /tn	1.38	5,272		0	0
527	03			4000 psi Concrete	15.79 cy	2,527			0	160.00 /cy	2,527					0		0	0
528	03			Place Walls 4 to 20 cyds	15.79 cy	542	8	68.67 /mh	542		0					0		0	0
529	03			Concrete Vibrator	15.79 cy	39			0		0					0	2.50 /mh	39	0
530	03			Vertical Finish- F3 - Remove Fins, Offsets, Cure Membrane, Grind Projections Smooth. Fill Depressions 1/4 in or larger, Tie Holes w/mortar	414.00 sf	1,392	22	55.75 /mh	1,223	0.35 /sf	145					0	39.90 /mh	24	0
531	03			Cure - Filanc Generic	828.00 sf	231	2	55.75 /mh	132	0.12 /sf	99					0		0	0
532	03			Concrete Crane - Formwork Hoisting	hr	0		92.22 /hr	0	/hr	0					0	273.60 /hr	0	0
533	03			Concrete Crane - Pouring Crane	hr	0		92.22 /hr	0	/hr	0					0	273.60 /hr	0	0
534	03			Colorado Concrete Pumping 47M	15.79 cy	355			0		0	17.500	1	20.00 /cy	350.00	316		0	39
535	03			Wall Concrete Rollup	15.79 cy	0			0		0					0		0	0
536	03			All Concrete Rollup	15.79 cy	0			0		0					0		0	0
537	03			Wall Contact Square Footage Rollup	828.00 sf	0			0		0					0		0	0
538	03			Wall Summary Lineal Footage Rollup	138.00 lf	0			0		0					0		0	0
539	03			Wall Summary Square Footage Rollup	414.00 sf	0			0		0					0		0	0
540	03		03.01.105	Misc. Concrete Items															
541	03			Large VT Pump Pad (2eaa)															
542	03			Edge Forms for Mat Foundation - forms used 2 times or more	72.00 sf	930	9	79.95 /mh	748	2.52 /sf	181					0		0	0
543	03			Oil SOG Form	72.00 sf	9	0	79.95 /mh	7	0.04 /sf	3					0		0	0
544	03			Chamfer - Foundation & Slab Forms	36.00 lf	79	1	79.95 /mh	68	0.30 /lf	11					0		0	0
545	03			Anchor Bolt Blk Generic	16.00 ea	240			0	15.00 /ea	240					0		0	0
546	03			Slab Anchors Installed	16.00 ea	503	6	79.95 /mh	503		0					0		0	0
547	03			Slab Rebar by Subcontractor	0.38 tn	1,056			0		0	2,000.000	768	2,750.00 /tn	1.38	1,056		0	0
548	03			Drill and Epoxy Rebar	16.00 ea	349	2	79.95 /mh	192	9.50 /ea	152					0	0.30 /ea	5	0
549	03			4000 psi Concrete	3.30 cy	528			0	160.00 /cy	528					0		0	0
550	03			Place Matt Foundation < 20 cyds	3.30 cy	109	2	68.67 /mh	109		0					0		0	0
551	03			Concrete Vibrator	3.30 cy	8			0		0					0	2.50 /mh	8	0
552	03			Finish- Hard Trowel - Mat Foundation	40.50 sf	42	1	55.75 /mh	30	0.20 /sf	8					0	39.90 /mh	5	0
553	03			Vertical Finish- F3 - Remove Fins, Offsets, Cure Membrane, Grind Projections Smooth. Fill Depressions 1/4 in or larger, Tie Holes w/mortar	72.00 sf	242	4	55.75 /mh	213	0.35 /sf	25					0	39.90 /mh	4	0
554	03			Cure - Filanc Generic - Mat Foundation	112.50 sf	31	0	55.75 /mh	18	0.12 /sf	14					0		0	0
555	03			Slab Concrete Rollup	3.30 cy	0			0		0					0		0	0
556	03			All Concrete Rollup	3.30 cy	0			0		0					0		0	0
557	03			Slab Horizontal Square Footage Rollup	40.50 sf	0			0		0					0		0	0
558	03			Smal VT Pump Pad (2ea)															
559	03			Edge Forms for Mat Foundation - forms used 2 times or more	36.00 sf	465	5	79.95 /mh	374	2.52 /sf	91					0		0	0
560	03			Screeds SOG	10.00 sf	10	0	79.95 /mh	10	0.02 /sf	0					0		0	0
561	03			Oil SOG Form	36.00 sf	5	0	79.95 /mh	3	0.04 /sf	1					0		0	0
562	03			Chamfer - Foundation & Slab Forms	18.00 lf	39	0	79.95 /mh	34	0.30 /lf	5					0		0	0
563	03			Anchor Bolt Blk Generic	16.00 ea	240			0	15.00 /ea	240					0		0	0
564	03			Slab Anchors Installed	16.00 ea	503	6	79.95 /mh	503		0					0		0	0
565	03			Slab Rebar by Subcontractor	0.10 tn	261			0		0	2,000.000	190	2,750.00 /tn	1.38	261		0	0
566	03			Drill and Epoxy Rebar	16.00 ea	349	2	79.95 /mh	192	9.50 /ea	152					0	0.30 /ea	5	0
567	03			4000 psi Concrete	0.82 cy	130			0	160.00 /cy	130					0		0	0
568	03			Place Matt Foundation < 20 cyds	0.82 cy	27	0	68.67 /mh	27		0					0		0	0
569	03			Concrete Vibrator	0.82 cy	2			0		0					0	2.50 /mh	2	0
570	03			Finish- Hard Trowel - Mat Foundation	10.00 sf	10	0	55.75 /mh	7	0.20 /sf	2					0	39.90 /mh	1	0
571	03			Vertical Finish- F3 - Remove Fins, Offsets, Cure Membrane, Grind Projections Smooth. Fill Depressions 1/4 in or larger, Tie Holes w/mortar	36.00 sf	121	2	55.75 /mh	106	0.35 /sf	13					0	39.90 /mh	2	0
572	03			Cure - Filanc Generic - Mat Foundation	46.00 sf	13	0	55.75 /mh	7	0.12 /sf	6					0		0	0
573	03			Slab Concrete Rollup	0.82 cy	0			0		0					0		0	0
574	03			All Concrete Rollup	0.82 cy	0			0		0					0		0	0
575	03			Slab Horizontal Square Footage Rollup	10.00 sf	0			0		0					0		0	0
576	03			Generator Pad															
577	03			Edge Forms for Mat Foundation - forms used 2 times or more	64.00 sf	826	8	79.95 /mh	665	2.52 /sf	161					0		0	0
578	03			Screeds SOG	60.00 sf	61	1	79.95 /mh	60	0.02 /sf	1					0		0	0
579	03			Oil SOG Form	64.00 sf	8	0	79.95 /mh	6	0.04 /sf	3					0		0	0
580	03			Chamfer - Foundation & Slab Forms	32.00 lf	70	1	79.95 /mh	61	0.30 /lf	10					0		0	0
581	03			Slab Rebar by Subcontractor	0.57 tn	1,565			0		0	2,000.000	1,138	2,750.00 /tn	1.38	1,565		0	0
582	03			Drill and Epoxy Rebar	16.00 ea	349	2	79.95 /mh	192	9.50 /ea	152					0	0.30 /ea	5	0
583	03			4000 psi Concrete	4.89 cy	782			0	160.00 /cy	782					0		0	0
584	03			Place Matt Foundation < 20 cyds	4.89 cy	161	2	68.67 /mh	161		0					0		0	0
585	03			Concrete Vibrator	4.89 cy	12			0		0					0	2.50 /mh	12	0
586	03			Finish- Hard Trowel - Mat Foundation	60.00 sf	63	1	55.75 /mh	44	0.20 /sf	12					0	39.90 /mh	7	0
587	03			Vertical Finish- F3 - Remove Fins, Offsets, Cure Membrane, Grind Projections Smooth. Fill Depressions 1/4 in or larger, Tie Holes w/mortar	64.00 sf	215	3	55.75 /mh	189	0.35 /sf	22					0	39.90 /mh	4	0
588	03			Cure - Filanc Generic - Mat Foundation	124.00 sf	35	0	55.75 /mh	20	0.12 /sf	15					0		0	0
589	03			Slab Concrete Rollup	4.89 cy	0			0		0					0		0	0
590	03			All Concrete Rollup	4.89 cy	0			0		0					0		0	0
591	03			Slab Horizontal Square Footage Rollup	60.00 sf	0			0		0					0		0	0
592	03			Wetwell Access Curb (2ea)															



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Row	Bid Item	Work Code	Est. Item	Description	Takeoff Quantity	Grand Total Amount	Labor Hours	Labor Price	Labor Amount	Material Cost/Unit	Material Amount	Sub Productivity	Sub Quantity	Sub Cost/Unit	Sub Price	Sub Amount	Equip Price	Equip Amount	Other Amount
593	03			Handset Job Built Wall Forms with Plyform Level 3 (Hard Easy) - Less than 8 feet tall	100.00 sf	1,608	16	79.95 /mh	1,279	3.00 /sf	300					0	39.90 /mh	29	0
594	03			Oil Wall Forms	100.00 sf	13	0	79.95 /mh	9	0.04 /sf	4					0		0	0
595	03			Chamfer - Wall	208.00 lf	312	3	79.95 /mh	249	0.30 /lf	62					0		0	0
596	03			Wall Rebar by Subcontractor	0.34 tn	932			0		0	2,000.000	678	2,750.00 /tn	1.38	932		0	0
597	03			Drill and Epoxy Rebar	32.00 ea	697	5	79.95 /mh	384	9.50 /ea	304					0	0.30 /ea	10	0
598	03			4000 psi Concrete	1.91 cy	305			0	160.00 /cy	305					0		0	0
599	03			Place Walls < 4 cyds	1.91 cy	85	1	68.67 /mh	85		0					0		0	0
600	03			Concrete Vibrator	1.91 cy	5			0		0					0	2.50 /mh	5	0
601	03			Vertical Finish- F3 - Remove Fins, Offsets, Cure Membrane, Grind Projections Smooth. Fill Depressions 1/4 in or larger, Tie Holes w/mortor	100.00 sf	336	5	55.75 /mh	295	0.35 /sf	35					0	39.90 /mh	6	0
602	03			Cure - Filanc Generic	100.00 sf	28	0	55.75 /mh	16	0.12 /sf	12					0		0	0
603	03			Wall Concrete Rollup	1.91 cy	0			0		0					0		0	0
604	03			All Concrete Rollup	1.91 cy	0			0		0					0		0	0
605	03			Wall Contact Square Footage Rollup	100.00 sf	0			0		0					0		0	0
606	03			Wall Summary Lineal Footage Rollup	50.00 lf	0			0		0					0		0	0
607	03			Wall Summary Square Footage Rollup	50.00 sf	0			0		0					0		0	0
608	03			Small Pads / Mechanical Pads Electrical Room (4 ea)															
609	03			Edge Form > 8in - Equipment Pad	116.00 sf	1,111	15	63.59 /mh	959	1.31 /sf	152					0		0	0
610	03			Oil SOG Form	116.00 sf	15	0	79.95 /mh	11	0.04 /sf	5					0		0	0
611	03			Screeds for Concrete - Small Pads / Mechanical Pads	160.00 sf	340	4	79.95 /mh	337	0.02 /sf	3					0		0	0
612	03			Chamfer - Foundation & Slab Forms	232.00 lf	509	5	79.95 /mh	439	0.30 /lf	70					0		0	0
613	03			Slab Rebar by Subcontractor	0.48 tn	1,323			0		0	2,000.000	962	2,750.00 /tn	1.38	1,323		0	0
614	03			Drill and Epoxy Rebar	64.00 ea	3,185	32	79.95 /mh	2,558	9.50 /ea	608					0	0.30 /ea	19	0
615	03			4000 psi Concrete	8.15 cy	1,304			0	160.00 /cy	1,304					0		0	0
616	03			Place Slab on Grade < 20 cyds	8.15 cy	269	4	68.67 /mh	269		0					0		0	0
617	03			Concrete Vibrator	8.15 cy	20			0		0					0	2.50 /mh	20	0
618	03			Concrete Finish Equipment Pad Rectangle/Square Medium	400.00 sf	3,425	60	55.75 /mh	3,345	0.20 /sf	80					0		0	0
619	03			Vertical Finish- F3 - Remove Fins, Offsets, Cure Membrane, Grind Projections Smooth. Fill Depressions 1/4 in or larger, Tie Holes w/mortor	116.00 sf	390	6	55.75 /mh	343	0.35 /sf	41					0	39.90 /mh	7	0
620	03			Cure - Filanc Generic	516.00 sf	144	1	55.75 /mh	82	0.12 /sf	62					0		0	0
621	03			Slab Concrete Rollup	8.15 cy	0			0		0					0		0	0
622	03			All Concrete Rollup	8.15 cy	0			0		0					0		0	0
623	03			Slab Horizontal Square Footage Rollup	400.00 sf	0			0		0					0		0	0
624	03		03.01.106	Heated Pad															
625	03			Heated Pad															
626	03			Fine Grade - Slab	340.00 sf	123	2	68.67 /mh	123		0					0		0	0
627	03			Bedrock C16 Road Base	12.59 cy	487	3	47.23 /ch	119	21.25 /cy	268					0	39.90 /ch	100	0
628	03			Class II Base Bedding Rollup	8.44 cy	0			0		0					0		0	0
629	03			Edge Forms for S.O.G.	67.67 sf	885	9	79.95 /mh	703	2.40 /sf	162					0	39.90 /mh	19	0
630	03			Oil SOG Form	67.67 sf	9	0	79.95 /mh	6	0.04 /sf	3					0		0	0
631	03			Screeds for Concrete - SOG	340.00 sf	119	1	79.95 /mh	112	0.02 /sf	7					0		0	0
632	03			Slab Rebar by Subcontractor	0.55 tn	1,507			0		0	2,000.000	1,096	2,750.00 /tn	1.38	1,507		0	0
633	03			4000 psi Concrete	9.70 cy	1,552			0	160.00 /cy	1,552					0		0	0
634	03			Place Slab on Grade < 20 cyds	9.70 cy	320	5	68.67 /mh	320		0					0		0	0
635	03			Concrete Vibrator	9.70 cy	24			0		0					0	2.50 /mh	24	0
636	03			Finish- Hard Trowel	340.00 sf	356	4	55.75 /mh	249	0.20 /sf	68					0	39.90 /mh	39	0
637	03			Cure - Filanc Generic	407.67 sf	114	1	55.75 /mh	65	0.12 /sf	49					0		0	0
638	03			Slab Concrete Rollup	9.70 cy	0			0		0					0		0	0
639	03			All Concrete Rollup	9.70 cy	0			0		0					0		0	0
640	03			Slab Horizontal Square Footage Rollup	340.00 sf	0			0		0					0		0	0
641	03		03.01.107	Temp. Construction Power															
642	03			Temp. Construction Power															
643	03			Temp. Construction Power	1.00 ls	10,000			0	10,000.00 /ls	10,000					0		0	0
644	03	06.		Sitework															
645	03		03.01.110	Rock Ballast on Roof															
646	03			Rock Ballast on Roof															
647	03			Bedrock VL Rip Rap	960.00 sf	9,652	58	163.81 /ch	3,145	5.55 /sf	5,325					0	61.56 /ch	1,182	0
648	05			Div. 05 Metals															
649	05	08.		Misc. Steel															
650	05		05.01.000	Wetwell Access Hatch															
651	05			Hatch *															
652	05			Hatch 0 to 25sf Galv	2.00 ea	3,000			0	1,500.00 /ea	3,000					0		0	0
653	05			Hatch Cast In Install	18.00 sf	389	5	79.95 /mh	389		0					0		0	0
654	05			Hatch Blockout	18.00 sf	378	5	79.95 /mh	360	1.00 /sf	18					0		0	0
655	05			Hatch Blockout Strip & Patch	18.00 sf	217	5	47.23 /mh	213	0.25 /sf	5					0		0	0
656	05		05.01.005	Wetwell Access Ladder															
657	05			Access Ladder															
658	05			Generic Anchor Bolt \$15	32.00 ea	480			0	15.00 /ea	480					0		0	0
659	05			Ladder 316 SS 4ft to 15ft w/o Cage	2.00 ea	3,000			0	1,500.00 /ea	3,000					0		0	0
660	05			Ladder w/o Cage Install 4 to 15ft	2.00 ea	1,599	20	79.95 /mh	1,599		0					0		0	0
661	05			Ladder Anchors Installed	16.00 ea	430	5	79.95 /mh	430		0					0		0	0
662	05			Ladder Dry Pack	8.00 ea	155	2	47.23 /mh	113	5.25 /ea	42					0		0	0
663	05		05.01.010	Bollards															
664	05			Guard Post (Bollards) *															
665	05			Material - Guard Post 6in Diameter Steel @ 18.97 lbs. per foot	4.00 ea	3,000			0	750.00 /ea	3,000					0		0	0
666	05			ADD: Guard Post Excavate for Install	4.00 ea	313	4	116.58 /hr	233		0					0	39.90 /hr	80	0



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667	05			Guard Post Install	4.00 ea	1,117	18	63.59 /mh	1,117		0					0		0	0
668	05			ADD: Guard Post Concrete Filled	4.00 ea	419	5	47.23 /mh	219	50.00 /ea	200					0		0	0
669	05			Guard Post Equipment Adjustment	16.00 hr	1,186			0		0					0	74.10 /hr	1,186	0
670	05			Guard Post Labor Hour Adjustment	16.00 mh	1,279	16	79.95 /mh	1,279		0					0		0	0
671	05			Guard Post Material Adjustment	16.00 ls	16			0	1.00 /ls	16					0		0	0
672	05			Paint Guard Rails (Bollards) - Standard Paint (Subcontractor)	40.00 sf	201	4	47.23 /mh	189	0.30 /sf	12					0		0	0
673	05		05.01.015	24" Slide Gate															
674	05			24" Slide Gate															
675	05			Unload / Stage - Medium Slide Gate	1.00 ea	318	3	81.91 /hr	164		0					0	153.90 /hr	154	0
676	05			24" Slide Gate w/ HW Operator & 12ft Extension - Ferguson	1.00 ea	18,692			0	18,692.00 /ea	18,692					0		0	0
677	05			Blockout & Embeds - Medium Slide Gate	1.00 ea	1,256	20	150.80 /hr	1,206		0					0	/ea	0	50
678	05			Install Medium Slide Gate	1.00 ea	1,275	14	241.80 /hr	967		0					0	153.90 /hr	308	0
679	05			Grout - Medium Slide Gate	1.00 ea	506	10	126.60 /hr	506		0					0	/ea	0	0
680	05			Startup/Testing - Medium Slide Gate	1.00 ea	570	4	79.95 /hr	320		0					0	/ea	0	250
681	05			Grout @ 75\$ per Bag	3.00 ea	225			0		0					0		0	225
682	05			Buy Anchor Bolts - Medium	20.00 ea	1,000			0		0					0		0	1,000
683	08			Div. 08 Doors and Windows															
684	08	10.		Architectural															
685	08		08.01.000	Man Doors															
686	08			Hollow Metal Doors Basic															
687	08			Caulking Interior Doors	60.00 lf	222	3	47.23 /hr	142	1.34 /lf	80					0		0	0
688	08			Caulking Exterior Doors	60.00 lf	228	3	47.23 /hr	142	1.43 /lf	86					0		0	0
689	08			Install HM Single Frames Colorado Doorways	3.00 ea	20,471	9	207.12 /ch	621	6,616.67 /ea	19,850					0		0	0
690	08			HM Door Leafs	3.00 ea	621	9	207.12 /ch	621	/ea	0					0		0	0
691	08			Finish Hardware	3.00 ea	2,813		/ea	0		0		3	937.50 /ea	937.50	2,813		0	0
692	08			Panic Devices	3.00 ea	828	12	69.04 /mh	828	/ea	0					0		0	0
693	08			Thresholds	3.00 ea	207	3	69.04 /mh	207	/ea	0					0		0	0
694	08			Paint Door Frames	3.00 ea	450			0		0		3	150.00 /ea	150.00	450		0	0
695	08			Paint Doors	3.00 ea	450			0		0		3	150.00 /ea	150.00	450		0	0
696	08		08.01.005	Rollup Door															
697	08			Overhead Roll Up Door															
698	08			Erect Steel Channel 10in	3.00 ea	763	12	63.59 /mh	763		0					0	/ea	0	0
699	08			Buy Steel MC Channel 10inx 24.9	20.00 lf	853			0	42.63 /lf	853					0		0	0
700	08			Caulking Interior Doors	45.00 lf	166	2	47.23 /hr	106	1.34 /lf	60					0		0	0
701	08			Caulking Exterior Doors	45.00 lf	171	2	47.23 /hr	106	1.43 /lf	65					0		0	0
702	08			Overhead Door 10 x 10 Manuel Chain	1.00 ea	7,000			0		0		1	7,000.00 /ea	7,000.00	7,000		0	0
703	09			Div. 09 Finishes															
704	09	12.		Painting & Coatings															
705	09		09.01.000	Paint Pipe															
706	09			Paint Pipe															
707	09			Coblaco - Providing Exterior Wal Coating (Building and Retaining Walls	1.00 ls	62,047			0		0		1	62,047.00 /ls	62,047.00	62,047		0	0
708	09		09.01.005	Damp Proof Wetwell															
709	09			Damp Proof Wetwell															
710	09			Cablaco, Providing Anti-Graffiti Coating (Building & Retaining Walls	1,131.00 sf	0			0		0		1,131	/sf		0		0	0
711	09		09.01.010	Xypex Wetwell Walls															
712	09			Xypex Wetwell Interior Walls															
713	09			Cablaco,Providing Floor Sealer and Floor Sealer for Electrical Room and Pump Room	1,190.00 sf	0			0		0		1,190	/sf		0		0	0
714	11			Div. 11 Equipment															
715	11	09.		Mechanical															
716	11		11.01.000	Vertical Turbine Pumps															
717	11			Vertical Turbine Pump															
718	11			100 Ton Crawler Crane	16.00 hr	4,378			0		0					0	273.60 /hr	4,378	0
719	11			Crane Operator	16.00 mh	1,476	16	92.22 /mh	1,476		0					0		0	0
720	11			Unload / Stage - Vertical Turbine Pump	4.00 ea	1,271	12	81.91 /hr	655		0					0	153.90 /hr	616	0
721	11			Denver Industrial Pump	4.00 ea	223,445			0	55,861.25 /ea	223,445					0		0	0
722	11			Concrete Base - Vertical Turbine Pump	4.00 ea	4,875	64	161.47 /hr	3,875		0					0	/ea	0	1,000
723	11			Install Vertical Turbine Pump	4.00 ea	8,723	76	183.13 /hr	5,860		0					0	153.90 /hr	2,462	400
724	11			Install Motor - Vertical Turbine Pump	4.00 ea	4,020	32	149.29 /hr	2,389		0					0	153.90 /hr	1,231	400
725	11			Grout Base - Vertical Turbine Pump	4.00 ea	1,392	16	55.75 /hr	892		0					0		0	500
726	11			Startup/Testing - Vertical Turbine Pump	4.00 ea	1,217	16	127.18 /hr	1,017		0					0		0	200
727	11			Buy Anchor Bolts - Large	16.00 ea	1,600			0		0					0		0	1,600
728	13			Div. 13 Special Construction															
729	13	10.		Architectural															
730	13		13.01.000	New Overhead Crane															
731	13			Overhead Crane															
732	13			Subcontractor #1	1.00 ls	50,000			0		0		1	50,000.00 /ls	50,000.00	50,000		0	0
733	15			Div. 15 Mechanical/Plumbing															
734	15	03.		Above Ground Pipe															
735	15		15.01.040	8" Inlet Line															
736	15			8" Inlet															
737	15			DIP CML 08" X 02'-0" SPOOL - FLG X FLG	1.00 ea	229	4	128.66 /hr	229	/ea	0					0	/hr	0	0
738	15			DIP CML 08" X 03'-0" SPOOL - FLG X FLG	1.00 ea	229	4	128.66 /hr	229	/ea	0					0	/hr	0	0
739	15			DIP CML 08" X 05'-0" SPOOL - FLG X PE	1.00 ea	229	4	128.66 /hr	229	/ea	0					0	/hr	0	0
740	15			DIP CML 08" FLG 90 BEND - Ferguson	2.00 ea	8,534	4	81.43 /hr	322	4,076.00 /ea	8,152					0	14.82 /hr	59	1



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741	15			DIP CML 08" FLG TEE	1.00 ea	277	3	81.43 /hr	234	/ea	0					0	14.82 /hr	43	0
742	15			DI Pipe Cut 8"	1.00 ea	568	4	128.66 /hr	257		0					0	153.90 /hr	308	3
743	15			VLV GATE VALVE 08" FLG W/NUT OP	2.00 ea	467	5	81.43 /hr	394	/ea	0					0	14.82 /hr	72	1
744	15			SS BNG Kit 8"	8.00 ea	987	14	128.66 /hr	926	/ea	0					0	153.90 /hr	41	20
745	15			Sleeve / Cast In 8"	1.00 ea	17	0	81.43 /hr	16	/ea	0					0	14.82 /hr	0	0
746	15			Linkseal 8"	16.00 ea	553	6	81.43 /hr	507	/ea	0					0	14.82 /hr	20	27
747	15			Pipe Caulking 8"	2.00 ea	64	1	47.23 /hr	55	/ea	0					0	14.82 /hr	4	5
748	15			Flex Sleeve Coupling 8"	1.00 ea	78	1	128.66 /hr	60	/ea	0					0	153.90 /hr	15	2
749	15			Flex Sleeve Coupling Harness 8"	1.00 ea	78	1	128.66 /hr	60	/ea	0					0	153.90 /hr	15	2
750	15		15.01.050	Discharge Piping															
751	15			Ferguson															
752	15			Ferguson	1.00 ls	32,381			0	32,381.00 /ls	32,381					0		0	0
753	15			Steel Pipe															
754	15			Utility Coatings & Fabrication	1.00 ls	24,049			0	24,049.00 /ls	24,049					0		0	0
755	15			6"															
756	15			DI Spool 6in x 1ft, Easy	4.00 ea	695	11	128.66 /hr	695	/ea	0					0	/hr	0	0
757	15			DI Spool 6in x 2ft, Easy	2.00 ea	347	5	128.66 /hr	347	/ea	0					0	/hr	0	0
758	15			DI Fitting 6" Bend 45, Flanged	2.00 ea	290	3	81.43 /hr	244	/ea	0		2			0	14.82 /hr	44	1
759	15			Butterfly Valve, Manual IB 6"	2.00 ea	4,122	32	512.60 /hr	2,030	/ea	0					0	528.00 /hr	2,091	1
760	15			Check Valve, Flg IB 6"	2.00 ea	467	5	81.43 /hr	394	/ea	0					0	14.82 /hr	72	1
761	15			SS BNG Kit 6"	14.00 ea	1,565	20	128.66 /hr	1,261	/ea	0					0	153.90 /hr	269	35
762	15			DISMANTLING JOINT 06" FLANGED	2.00 ea	155	2	128.66 /hr	120	/ea	0					0	153.90 /hr	31	4
763	15			Pipe Saddle 6"	2.00 ea	17	0	81.43 /hr	16	/ea	0					0	14.82 /hr	1	1
764	15			Air Vac Assembly 2"	2.00 ea	518	6	128.66 /hr	402	/ea	0					0	153.90 /hr	103	13
765	15			10"															
766	15			DI Spool 10in x 1ft, Easy	4.00 ea	1,122	17	128.66 /hr	1,122		0					0	/hr	0	0
767	15			DI Spool 10in x 2ft, Easy	2.00 ea	561	9	128.66 /hr	561		0					0	/hr	0	0
768	15			DI Fitting 10" Bend 45, Flanged	2.00 ea	1,369	10	128.66 /hr	623	/ea	0					0	153.90 /hr	745	2
769	15			Butterfly Valve, Manual IB 10"	2.00 ea	1,624	11	128.66 /hr	739		0					0	153.90 /hr	883	2
770	15			Check Valve, Flg IB 10"	2.00 ea	1,900	13	128.66 /hr	865		0					0	153.90 /hr	1,034	2
771	15			SS BNG Kit 10"	14.00 ea	2,608	34	128.66 /hr	2,162		0					0	153.90 /hr	395	51
772	15			DISMANTLING JOINT 10" FLANGED	2.00 ea	206	2	128.66 /hr	160		0					0	153.90 /hr	41	5
773	15			Air Vac Assembly 2"	2.00 ea	518	6	128.66 /hr	402		0					0	153.90 /hr	103	13
774	15			12"															
775	15			DI Spool 12in x 1ft, Easy	4.00 ea	1,328	21	128.66 /hr	1,328	/ea	0					0	/hr	0	0
776	15			DI Spool 12in x 2ft, Easy	2.00 ea	664	10	128.66 /hr	664	/ea	0					0	/hr	0	0
777	15			DI Fitting 12" Tee, Flanged	1.00 ea	1,188	8	128.66 /hr	540	/ea	0					0	153.90 /hr	646	1
778	15			DI Fitting 12x10" Reducing Tee, Flanged	2.00 ea	2,189	15	128.66 /hr	996	/ea	0					0	153.90 /hr	1,191	2
779	15			DI Fitting 12x06" Reducing Tee, Flanged	2.00 ea	2,732	19	128.66 /hr	1,243	/ea	0					0	153.90 /hr	1,487	2
780	15			DI Fitting 12" Blind Flange	1.00 ea	433	3	128.66 /hr	197	/ea	0					0	153.90 /hr	235	1
781	15			SURGE VALVE 12" FLG	1.00 ea	951	7	128.66 /hr	432	/ea	0					0	153.90 /hr	517	1
782	15			Butterfly Valve, Manual IB 12"	1.00 ea	951	7	128.66 /hr	432	/ea	0					0	153.90 /hr	517	1
783	15			Check Valve, Flg IB 12"	1.00 ea	1,078	8	128.66 /hr	490	/ea	0					0	153.90 /hr	586	1
784	15			SS BNG Kit 12"	23.00 ea	5,143	64	128.66 /hr	4,143	/ea	0					0	153.90 /hr	885	115
785	15			Flow Meter 12"	1.00 ea	45	1	128.66 /hr	35	/ea	0					0	153.90 /hr	9	1
786	15			Iso Flanges 12"	2.00 ea	90	1	128.66 /hr	70	/ea	0					0	153.90 /hr	18	2
787	15			Pipe Saddle 12"	1.00 ea	45	1	128.66 /hr	35	/ea	0					0	153.90 /hr	9	1
788	15			Air Vac Assembly 2"	1.00 ea	259	3	128.66 /hr	201	/ea	0					0	153.90 /hr	51	7
789	15		15.01.060																
790	15			Wash Down															
791	15			Copper Pipe 1-1/2"	40.00 LF	431	2	128.66 /hr	103	5.00 /LF	200					0	153.90 /hr	123	5
792	15			Copper Pipe Unload 1-1/2"	40.00 lf	9	0	94.47 /hr	8		0					0	14.82 /hr	1	0
793	15			Copper Pipe String 1-1/2"	40.00 lf	26	0	94.47 /hr	22		0					0	14.82 /hr	3	1
794	15			Copper Pipe Testing 1-1/2"	40.00 lf	97	1	128.66 /hr	95		0					0		0	2
795	15			Copper 90 1-1/2"	3.00 ea	463	2	128.66 /hr	129	60.00 /ea	180					0	153.90 /hr	154	0
796	15			Globe Valve, Threaded IB 1-1/2"	1.00 ea	266	1	128.66 /hr	64	125.00 /ea	125					0	153.90 /hr	77	0
797	15			IB Ball Valve Threaded 1-1/2"	1.00 ea	266	1	128.66 /hr	64	125.00 /ea	125					0	153.90 /hr	77	0
798	15			IB Misc Valve Threaded 1-1/2"	1.00 ea	141	1	128.66 /hr	64		0					0	153.90 /hr	77	0
799	15			Copper Pipe Cut 1-1/2"	3.00 ea	22	0	128.66 /hr	19		0					0	153.90 /hr	3	0
800	15			Copper Pipe Solder 1-1/2"	6.00 ea	428	3	128.66 /hr	193		0					0	153.90 /hr	231	4
801	15			Hose Rack	1.00 ea	325	0	128.66 /hr	21	150.00 /ea	150					0	153.90 /hr	154	0
802	15			Hose	1.00 ea	250	0	128.66 /hr	21	75.00 /ea	75					0	153.90 /hr	154	0
803	15			Pipe Saddle 8" x 1-1/2"	1.00 ea	300	0	128.66 /hr	21	125.00 /ea	125					0	153.90 /hr	154	0
804	15	04.		Supports															
805	15		15.01.055	Pipe Supports															
806	15			Pipe Supports															
807	15			12" Adjustable Pipe Supports HDG 2' High - Ferguson	6.00 ea	5,495	5	105.05 /hr	378	842.44 /ea	5,055					0	14.82 /hr	53	9
808	15			12" Seismic Bracing for Adjustable Pipe Supports	6.00 ea	1,725	3	105.05 /hr	189	250.00 /ea	1,500					0	14.82 /hr	27	9
809	15			Anchor Bolts - Small	24.00 ea	744	7	105.05 /hr	504	10.00 /ea	240					0	/ea	0	0
810	15			Grout / DryPack	6.00 ea	1,411	18	105.05 /hr	1,261	25.00 /ea	150					0	/ea	0	0
811	15	09.		Mechanical															
812	15		15.01.025	HVAC															
813	15			HVAC Generic -															
814	15			HVAC SF -	1,050.00 sf	25,000			0		0		1,050	23.81 /sf	23.81	25,000		0	0



Row	Bid Item	Work Code	Est. Item	Description	Takeoff Quantity	Grand Total Amount	Labor Hours	Labor Price	Labor Amount	Material Cost/Unit	Material Amount	Sub Productivity	Sub Quantity	Sub Cost/Unit	Sub Price	Sub Amount	Equip Price	Equip Amount	Other Amount
815	16			Div. 16 Electrical															
816	16	11.		Elec. / Inst.															
817	16		16.01.000	Generator															
818	16			Generator 600KVA															
819	16			Smith Power Products	1.00 ls	81,487			0	81,487.00 /ls	81,487		1	/ls		0		0	0
820	16		16.01.005	Electrical Complete															
821	16			Electrical Sub LS															
822	16			Guarantee Electric	1.00 ls	644,634			0		0		1	638,251.00 /ls	638,251.00	638,251		0	6,383
823	16		16.01.010	Electrical Trench and Backfill															
824	16			Trenching D/L/B Ductbank															
825	16			Pipeline Foreman	2.00 day	1,279	16	79.95 /hr	1,279		0					0		0	0
826	16			D/L/B 4" Pipe	1,000.00 lf	4,100	72	2,600.00 /day	2,600		0					0	1,500.00 /day	1,500	0
827	16			Excavation Rollup	888.89 cy	0			0		0					0		0	0
828	16			Backfill Rollup	617.28 cy	0			0		0					0		0	0
829	16		16.01.015	VFD															
830	16			Browns Hill VFD															
831	16			Browns Hill Eaton VFD	1.00 ls	68,864			0		0		1	68,864.00 /ls	68,864.00	68,864		0	0
832	16		16.01.025	Bore and Permits under Rail Road															
833	16			Bore 3" Conduit and Permits for Railroad Crossing - PLUG															
834	16			Subcontractor #1	1.00 ls	25,000			0		0		1	25,000.00 /ls	25,000.00	25,000		0	0
835	16		16.01.030	Heated Pad Electrical															
836	16			Heated Pad Electrical															
837	16			Guarantee Electric	1.00 ls	16,649			0		0		1	16,649.00 /ls	16,649.00	16,649		0	0

RANSON PUMP STATION
DETAILED COST ESTIMATE



Ranson Pump Station
Conceptual Estimate



Row	Bid Item	Work Code	Est. Item	Description	Takeoff Quantity	Grand Total Amount	Labor Hours	Labor Price	Labor Amount	Material Cost/Unit	Material Amount	Sub Cost/Unit	Sub Amount	Equip Price	Equip Amount	Other Amount
1	01			Div. 01 General Conditions												
2	01	001		GENERAL CONDITIONS												
3	01		01.02.000	General Conditions												
4	01			Field Overhead - General Conditions Quick 1 LS -												
5	01			Project Manager - Monthly Cost	3.00 Mo	73,118	519	132.50 /mh	68,768	/Mo	0	100.00 /Mo	300	850.00 /Mo	2,550	1,500
6	01			Project Engineer 1 - Monthly Cost	3.00 Mo.	52,262	519	94.34 /mh	48,962		0	100.00 /Mo.	300	500.00 /Mo.	1,500	1,500
7	01			Safety Equipment & Supplies - Lump Sum Cost	2,321.00 MH	1,671			0	0.72 /MH	1,671		0	/MH	0	0
8	01			General Superintendent - Monthly Cost	3.50 Mo.	74,393	606	114.48 /mh	69,318	/Mo.	0	100.00 /Mo.	350	850.00 /Mo.	2,975	1,750
9	01			Field Office Trailer - Setup Costs - Lump Sum	1.00 LS	6,500			0	/LS	0	6,500.00 /LS	6,500		0	0
10	01			Field Office Trailer for Filanc - Monthly Cost	3.00 Mo.	1,950			0	/Mo.	0	650.00 /Mo.	1,950		0	0
11	01			Office Drinking Water - Monthly Cost	3.00 Mo.	450			0	/Mo.	0	150.00 /Mo.	450		0	0
12	01			Final Job Clean Up - Lump Sum Cost	1.00 LS	6,279	80	47.23 /hr	3,779		0		0	2,500.00 /LS	2,500	0
13	01			Project Signs - Each	1.00 EA	1,416		416.00 /Mo.	416	/EA	0		0		0	1,000
14	01			Permits	1.00 LS	10,000			0	/LS	0		0		0	10,000
15	01			FOG Increases (\$79,504.00 x 5%)	LS	4,000			0	/LS	4,000		0		0	0
16	01			Drinking Water - Site - Monthly Cost	3.00 Mo.	600			0	/Mo.	0		0		0	600
17	01			Rental Generator - Pending Permanent Generator Commissioning	3.00 MO	24,000			0	3,000.00 /MO	9,000	/MO	0	5,000.00 /MO	15,000	0
18	01			Sanitation - Monthly Cost	3.00 Mo.	1,050			0	/Mo.	0		0		0	1,050
19	01			Rubbish - Monthly Cost	3.00 Mo.	3,560	30	68.67 /mh	2,060	/Mo.	0		0		0	1,500
20	01			Storage Containers	6.00 Mo	2,000			0	/Mo	0		0	333.33 /EA	2,000	0
21	02			Div. 02 Existing Conditions												
22	02	02.		Underground Pipe												
23	02		02.02.015	Pot Holing												
24	02			Potholing												
25	02			Pot Hole - Standard	ea	0		116.58 /hr	0		0		0	39.90 /hr	0	0
26	02		15.02.020	New 8" Discharge (Pump Room & Connection to Existing												
27	02			New 8" Buried Pump Dishcarge Pipe and Connect to Existing												
28	02			DI MJ Pipe 8" - Ferguson	20.00 lf	1,578			0	78.92 /lf	1,578		0		0	0
29	02			DI Spool 8in x 5ft, Easy	1.00 ea	229	4	128.66 /hr	229		0		0	/hr	0	0
30	02			Ductile Iron Pipe Unload 8"	40.00 lf	17	0	94.47 /hr	14		0		0	14.82 /hr	2	0
31	02			Ductile Iron Pipe String 8"	40.00 lf	66	1	94.47 /hr	56		0		0	14.82 /hr	9	1
32	02			Ductile Iron Pipe Testing 8"	40.00 lf	164	2	162.86 /hr	163		0		0	/lf	0	2
33	02			DI Fitting 8" Solid Sleeve, MJ	1.00 ea	129	1	81.43 /hr	109		0		0	14.82 /hr	20	0
34	02			DI Fitting 8" Bend 90, MJ	1.00 ea	129	1	81.43 /hr	109		0		0	14.82 /hr	20	0
35	02			DI Pipe Cut 8"	2.00 ea	1,136	8	128.66 /hr	515		0		0	153.90 /hr	616	6
36	02			DI MJ Acc Kit 8"	4.00 ea	297	4	81.43 /hr	293		0		0	14.82 /hr	1	2
37	02			Pipe Cathodic Protection												
38	02			Install Anode - Standard	2.00 ea	1,543	20	128.66 /hr	1,287		0		0	51.30 /hr	257	0
39	02			Test Station - Easy	1.00 ea	617	8	128.66 /hr	515		0		0	51.30 /hr	103	0
40	02			Cad Welding - Standard	2.00 ea	209	2	105.05 /hr	158		0		0	51.30 /hr	51	0
41	02			Wax Tape Installation - Easy	2.00 ea	577	12	94.47 /hr	567	5.00 /ea	10		0	/ea	0	0
42	02		15.02.025	8" Replacement Pipe												
43	02			Reseed												
44	02			CDI Landscape Services (Hydroseed / hydromulch)	2.00 AC	8,500			0		0	4,250.00 /AC	8,500		0	0
45	02			Core Drilling												
46	02			Core Drill 12.0" Hole	1.00 ea	335	1	47.23 /ch	35		0	300.00 /ea	300	/ch	0	0
47	02			8" Replacement Pipe												
48	02			DI MJ Pipe 8" - Ferguson (29107.83/800*300)	300.00 lf	10,914			0	36.38 /lf	10,914		0		0	0
49	02			Ductile Iron Pipe Unload 8"	300.00 lf	124	2	94.47 /hr	105		0		0	14.82 /hr	16	3
50	02			Ductile Iron Pipe String 8"	300.00 lf	493	9	94.47 /hr	420		0		0	14.82 /hr	66	8
51	02			Ductile Iron Pipe Testing 8"	300.00 lf	1,233	15	162.86 /hr	1,221		0		0	/lf	0	12
52	02			DI Fitting 8" Bend 45, MJ	2.00 ea	259	3	81.43 /hr	218		0		0	14.82 /hr	40	1
53	02			DI Fitting 8" Bend 90, MJ	1.00 ea	129	1	81.43 /hr	109		0		0	14.82 /hr	20	0
54	02			DI Fitting 8" Solid Sleeve, MJ	2.00 ea	228	2	81.43 /hr	192		0		0	14.82 /hr	35	1
55	02			T/L/B												
56	02			Sub Haul & Dump Fee's (SEO)	7.41 ld	2,223			0		0	150.00 /ld	1,112	/ld	0	1,112
57	02			Pipeline Foreman	5.00 day	3,198	40	79.95 /hr	3,198		0		0		0	0
58	02			D/L/B 8" Pipe	300.00 lf	9,851	123	2,600.00 /day	4,457		0		0	3,146.40 /day	5,394	0
59	02			Trench Spoil Haul Off Support (LE)	7.41 ld	188	1	69.34 /hr	87		0		0	79.80 /hr	101	0
60	02			BEDROCK	111.00 tn	2,886			0	26.00 /tn	2,886		0		0	0
61	02			Excavation Rollup	948.15 cy	0			0		0		0		0	0
62	02			Backfill Rollup	691.36 cy	0			0		0		0		0	0
63	02			Pot Hole - Standard	10.00 ea	5,630	40	116.58 /hr	2,332		0	250.00 /ea	2,500	39.90 /hr	798	0
64	02			Speed Shoring Trench Width 3' - 4'	160.00 ea	5,440		/ea	0		0		0	2.00 /week	5,440	0
65	02		15.02.030	New 8" Buried Pump Suction Pipe & Connect to Existing												
66	02			Ne 8" Buried Pump Discharge Pipe and Connect to Existing												



Ranson Pump Station
Conceptual Estimate



Row	Bid Item	Work Code	Est. Item	Description	Takeoff Quantity	Grand Total Amount	Labor Hours	Labor Price	Labor Amount	Material Cost/Unit	Material Amount	Sub Cost/Unit	Sub Amount	Equip Price	Equip Amount	Other Amount
67	02			DI Flange Joint Pipe 8"	20.00 lf	2,500			0	125.00 /lf	2,500		0		0	0
68	02			Ductile Iron Pipe Unload 8"	20.00 lf	8	0	94.47 /hr	7		0		0	14.82 /hr	1	0
69	02			Ductile Iron Pipe String 8"	20.00 lf	33	1	94.47 /hr	28		0		0	14.82 /hr	4	1
70	02			Ductile Iron Pipe Testing 8"	20.00 lf	82	1	162.86 /hr	81		0		0	/lf	0	1
71	02			DI Fitting 8" Bend 90, Flanged	2.00 ea	682	4	81.43 /hr	322	150.00 /ea	300		0	14.82 /hr	59	1
72	02			DI Fitting 8x6" Reducing Tee, Flanged	3.00 ea	1,254	8	81.43 /hr	616	175.00 /ea	525		0	14.82 /hr	112	1
73	02			DI Pipe Cut 8"	6.00 ea	3,408	24	128.66 /hr	1,544		0		0	153.90 /hr	1,847	17
74	02			Plain BNG Kit 8"	7.00 ea	1,214	13	128.66 /hr	811	50.00 /ea	350		0	153.90 /hr	36	18
75	02			Trenching D/L/B Pipeline												
76	02			Sub Haul & Dump Fee's (SEO)	2.00 ld	600			0		0	150.00 /ld	300	/ld	0	300
77	02			Pipeline Foreman	2.00 day	1,279	16	79.95 /hr	1,279		0		0		0	0
78	02			D/L/B 8" Pipe	20.00 lf	2,299	29	2,600.00 /day	1,040		0		0	3,146.40 /day	1,259	0
79	02			Trench Spoil Haul Off Support (LE)	1.00 ld	25	0	69.34 /hr	12		0		0	79.80 /hr	14	0
80	02			BEDROCK	1.66 tn	43			0	26.00 /tn	43		0		0	0
81	02			BEDROCK	5.56 tn	145			0	26.00 /tn	145		0		0	0
82	02			Excavation Rollup	55.56 cy	0			0		0		0		0	0
83	02			Backfill Rollup	31.48 cy	0			0		0		0		0	0
84	02			Speed Shoring Trench Width 3' - 4'	20.00 ea	340		/ea	0		0		0	1.00 /week	340	0
85	02	05.		Excavation												
86	02		02.02.000	Excavation for new Slab												
87	02			Excavation for New Slab 16 x 20 x 4												
88	02			CAT 330 Excavator	10.00 hr	1,662	10	69.35 /hr	693		0		0	96.90 /hr	969	0
89	02			Total excavation =	50.00 yd3	0			0		0		0		0	0
90	02			Subgrade preparation												
91	02			Grade Checker	2.00 hr	94	2	47.23 /hr	94		0		0		0	0
92	02			Laborer #1	2.00 hr	94	2	47.23 /hr	94		0		0		0	0
93	02			Laborer #2	2.00 hr	94	2	47.23 /hr	94		0		0		0	0
94	02			Compaction Equipment	2.00 hr	221	2	69.35 /hr	139		0		0	41.04 /hr	82	0
95	02			Water Truck 2000 gal - F/O	2.00 hr	231	2	81.43 /hr	163		0		0	34.20 /hr	68	0
96	02			Total subgrade preparation =	2,000.00 ft2	0			0		0		0		0	0
97	02			Haul excess												
98	02			CAT 950 Loader - F/O	2.00 hr	298	2	69.35 /hr	139		0		0	79.80 /hr	160	0
99	02			Subcontractor Tandem 12 yd3 (\$/hr)	8.00 hr	1,000			0		0	125.00 /hr	1,000		0	0
100	02			Total haul excess =	50.00 yd3	0			0		0		0		0	0
101	02		02.02.030	Silt Fence												
102	02			Silt Fence												
103	02			Silt Fence	250.00 lf	1,250			0		0	5.00 /lf	1,250		0	0
104	02	07.		Paving												
105	02		02.02.010	Reconstruct Road/Easement												
106	02			Reconstruct Road / Easement												
107	02			Laborer #1	2.00 day	756	16	47.23 /mh	756		0		0		0	0
108	02			Operating Engineer (backhoe) #1	2.00 day	1,110	16	69.35 /mh	1,110		0		0		0	0
109	02			Operating Engineer (backhoe) #2	2.00 day	1,110	16	69.35 /mh	1,110		0		0		0	0
110	02			Backhoe #1 Day	2.00 day	638			0		0		0	319.20 /day	638	0
111	02			Loader Cat 951 #1 Day	2.00 day	160			0		0		0	79.80 /day	160	0
112	02			Tools #1 Day	2.00 day	55			0		0		0	27.36 /day	55	0
113	02			Water Truck #1 Day	2.00 day	547			0		0		0	273.60 /day	547	0
114	02			Bedrock	205.00 Tn	5,330			0	26.00 /Tn	5,330		0		0	0
115	02	20.		Demolition												
116	02		02.02.005	Remove Rock Veneer												
117	02			Remove Rock Veneer 30x15												
118	02			Laborer #1	2.00 day	756	16	47.23 /mh	756		0		0		0	0
119	02			Laborer #2	2.00 day	756	16	47.23 /mh	756		0		0		0	0
120	02			Laborer #3	2.00 day	756	16	47.23 /mh	756		0		0		0	0
121	02			Laborer #4	2.00 day	756	16	47.23 /mh	756		0		0		0	0
122	02			Operating Engineer (backhoe) #1	2.00 day	1,110	16	69.35 /mh	1,110		0		0		0	0
123	02			Air Compressor #1 Day	2.00 day	547			0		0		0	273.60 /day	547	0
124	02			Backhoe #1 Day	2.00 day	638			0		0		0	319.20 /day	638	0
125	02			Jack Hammer #1 Day	2.00 day	128			0		0		0	63.84 /day	128	0
126	02			Scissor Lift Rental #1 Day	2.00 day	383			0		0		0	191.52 /day	383	0
127	02			Tools #1 Day	2.00 day	55			0		0		0	27.36 /day	55	0
128	02			Haul and Dispose	1.00 ls	250			0		0	250.00 /ls	250		0	0
129	02		02.02.020	Demo Conc. for Pads												
130	02			Sawcut Flat												
131	02			Saw Cut Flat Concrete 6in Thick	66.00 lf	959	7	47.23 /ch	312		0		0	98.04 /ch	647	0
132	02			Break Concrete & Remove												



Ranson Pump Station
Conceptual Estimate



Row	Bid Item	Work Code	Est. Item	Description	Takeoff Quantity	Grand Total Amount	Labor Hours	Labor Price	Labor Amount	Material Cost/Unit	Material Amount	Sub Cost/Unit	Sub Amount	Equip Price	Equip Amount	Other Amount
133	02			Setup / Remove Concrete	3.00 hr	142	3	47.23 /ch	142		0		0		0	0
134	02			Break & Remove Concrete 6in Thick Average Reinforcing	72.00 sf	1,800			0		0	25.00 /sf	1,800		0	0
135	02		02.02.025	Demo Concrete for Electrical Building												
136	02			Demo Concrete For Electrical Building												
137	02			Break & Remove Concrete 6in Thick Average Reinforcing	600.00 sf	6,696			0		0	11.16 /sf	6,696		0	0
138	03			Div. 03 Concrete												
139	03	01.		Concrete												
140	03		03.02.005	New Generator Pad												
141	03			New Generator Pad												
142	03			Fine Grade - Slab	40.00 sf	55	1	68.67 /mh	55		0		0		0	0
143	03			Class II Base Bedding - S-O-G BEDROCK	0.74 cy	100	1	47.23 /ch	35	48.00 /cy	36		0	39.90 /ch	30	0
144	03			Class II Base Bedding Rollup	1.35 cy	0			0		0		0		0	0
145	03			Edge Forms for S.O.G.	23.66 sf	309	3	79.95 /mh	246	2.40 /sf	57		0	39.90 /mh	7	0
146	03			Oil SOG Form	23.66 sf	3	0	79.95 /mh	2	0.04 /sf	1		0		0	0
147	03			Screeds for Concrete - SOG	40.00 sf	14	0	79.95 /mh	13	0.02 /sf	1		0		0	0
148	03			Slab Rebar by Subcontractor	0.09 tn	242			0		0	2,750.00 /tn	242		0	0
149	03			4000 psi Concrete	1.55 cy	248			0	160.00 /cy	248		0		0	0
150	03			Place Slab on Grade < 20 cyds	1.55 cy	213	3	68.67 /mh	213		0		0		0	0
151	03			Concrete Vibrator	1.55 cy	4			0		0		0	2.50 /mh	4	0
152	03			Finish- Hard Trowel	40.00 sf	42	1	55.75 /mh	29	0.20 /sf	8		0	39.90 /mh	5	0
153	03			Vertical Finish- F3 - Remove Fins, Offsets, Cure Membrane, Grind Projections Smooth. Fill Depressions 1/4 in or larger, Tie Holes w/mortar	23.66 sf	80	1	55.75 /mh	70	0.35 /sf	8		0	39.90 /mh	1	0
154	03			Slab Concrete Rollup	1.55 cy	0			0		0		0		0	0
155	03			All Concrete Rollup	1.55 cy	0			0		0		0		0	0
156	03			Slab Horizontal Square Footage Rollup	40.00 sf	0			0		0		0		0	0
157	03		03.02.015	Pump Pads												
158	03			Pump Pads (3ea)												
159	03			Fine Grade - Mat Slab	72.00 sf	26	0	68.67 /mh	26		0		0		0	0
160	03			Class II Base Bedding - Mat Foundation BEDROCK	1.33 cy	87	0	47.23 /ch	13	47.97 /cy	64		0	39.90 /ch	11	0
161	03			Class II Base Bedding Rollup	1.33 cy	0			0		0		0		0	0
162	03			Edge Forms for Mat Foundation - forms used 2 times or more	198.00 sf	2,557	26	79.95 /mh	2,058	2.52 /sf	499		0		0	0
163	03			Screeds SOG	72.00 sf	73	1	79.95 /mh	72	0.02 /sf	1		0		0	0
164	03			Oil SOG Form	198.00 sf	26	0	79.95 /mh	18	0.04 /sf	8		0		0	0
165	03			Chamfer - Foundation & Slab Forms	66.00 lf	145	2	79.95 /mh	125	0.30 /lf	20		0		0	0
166	03			Slab Rebar by Subcontractor	1.02 tn	2,816			0		0	2,750.00 /tn	2,816		0	0
167	03			4000 psi Concrete	8.80 cy	1,408			0	160.00 /cy	1,408		0		0	0
168	03			Place Matt Foundation < 20 cyds	8.80 cy	290	4	68.67 /mh	290		0		0		0	0
169	03			Concrete Vibrator	8.80 cy	22			0		0		0	2.50 /mh	22	0
170	03			Finish- Hard Trowel - Mat Foundation	72.00 sf	75	1	55.75 /mh	53	0.20 /sf	14		0	39.90 /mh	8	0
171	03			Vertical Finish- F3 - Remove Fins, Offsets, Cure Membrane, Grind Projections Smooth. Fill Depressions 1/4 in or larger, Tie Holes w/mortar	198.00 sf	666	10	55.75 /mh	585	0.35 /sf	69		0	39.90 /mh	11	0
172	03			Cure - Filanc Generic - Mat Foundation	270.00 sf	75	1	55.75 /mh	43	0.12 /sf	32		0		0	0
173	03			Slab Concrete Rollup	8.80 cy	0			0		0		0		0	0
174	03			All Concrete Rollup	8.80 cy	0			0		0		0		0	0
175	03			Slab Horizontal Square Footage Rollup	72.00 sf	0			0		0		0		0	0
176	03		03.02.200	New Electrical Building												
177	03			Shoring FCC												
178	03			Shoring	208.00 sf	2,080			0		0	10.00 /sf	2,080		0	0
179	03			Base Slab												
180	03			Fine Grade - Mat Slab	154.00 sf	56	1	68.67 /mh	56		0		0		0	0
181	03			Class II Base Bedding - Mat Foundation BEDROCK	2.85 cy	187	1	47.23 /ch	27	48.00 /cy	137		0	39.90 /ch	23	0
182	03			Class II Base Bedding Rollup	2.85 cy	0			0		0		0		0	0
183	03			Edge Forms for Mat Foundation - forms used 2 times or more	75.00 sf	968	10	79.95 /mh	779	2.52 /sf	189		0		0	0
184	03			Screeds SOG	154.00 sf	157	2	79.95 /mh	154	0.02 /sf	3		0		0	0
185	03			Oil SOG Form	75.00 sf	10	0	79.95 /mh	7	0.04 /sf	3		0		0	0
186	03			Asphalt Sheets 1/2in - Mat Foundation	37.50 sf	512	5	79.95 /mh	394	2.00 /sf	75		0	39.90 /mh	43	0
187	03			Sealant at Expansion Joint	25.00 lf	313	3	79.95 /mh	222	2.50 /lf	63		0	39.90 /mh	29	0
188	03			Slab Rebar by Subcontractor	1.10 tn	3,011			0		0	2,750.00 /tn	3,011		0	0
189	03			4500 psi Concrete	10.00 cy	1,600			0	160.00 /cy	1,600		0		0	0
190	03			Place Matt Foundation < 20 cyds	10.00 cy	330	5	68.67 /mh	330		0		0		0	0
191	03			Concrete Vibrator	10.00 cy	25			0		0		0	2.50 /mh	25	0
192	03			Finish- Hard Trowel - Mat Foundation	154.00 sf	161	2	55.75 /mh	113	0.20 /sf	31		0	39.90 /mh	18	0
193	03			Cure - Filanc Generic - Mat Foundation	229.00 sf	64	1	55.75 /mh	36	0.12 /sf	27		0		0	0
194	03			Slab Concrete Rollup	9.41 cy	0			0		0		0		0	0
195	03			All Concrete Rollup	9.41 cy	0			0		0		0		0	0
196	03			Slab Horizontal Square Footage Rollup	154.00 sf	0			0		0		0		0	0
197	03			Walls												
198	03			Handset Job Built Wall Forms with Plyform Level 4 (Hard Medium) - Greater than 8' tall	1,200.00 sf	13,895	132	79.95 /mh	10,553	2.50 /sf	3,000		0	39.90 /mh	342	0



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Row	Bid Item	Work Code	Est. Item	Description	Takeoff Quantity	Grand Total Amount	Labor Hours	Labor Price	Labor Amount	Material Cost/Unit	Material Amount	Sub Cost/Unit	Sub Amount	Equip Price	Equip Amount	Other Amount	
199	03			Oil Wall Forms	1,222.00 sf	160	1	79.95 /mh	111	0.04 /sf	49		0		0	0	
200	03			Blockout Forms for Wall Opening > 36 inches Sq.	22.00 sf	332	4	79.95 /mh	293	1.50 /sf	33		0	39.90 /mh	6	0	
201	03			Rebar Template - Walls	100.00 lf	842	10	79.95 /mh	767	0.75 /lf	75		0		0	0	
202	03			Keyway for Horizontal Construction Joints - Walls	50.00 lf	219	2	79.95 /mh	180	0.79 /lf	39		0		0	0	
203	03			Wall Rebar by Subcontractor	3.90 tn	10,736			0		0	2,750.00 /tn	10,736		0	0	
204	03			Rebar # 4 Dowel	198.00 ea	4,979	78	55.75 /mh	4,357	2.00 /ea	396		0	39.90 /mh	226	0	
205	03			Drill and Epoxy Rebar	198.00 ea	4,315	30	79.95 /mh	2,374	9.50 /ea	1,881		0	0.30 /ea	59	0	
206	03			4000 psi Concrete	22.00 cy	3,520			0	160.00 /cy	3,520		0		0	0	
207	03			Place Walls > 20 cyds	22.00 cy	680	10	68.67 /mh	680		0		0		0	0	
208	03			Concrete Vibrator	22.00 cy	55			0		0		0	2.50 /mh	55	0	
209	03	Vertical Finish- F3 - Remove Fins, Offsets, Cure Membrane, Grind Projections Smooth. Fill Depressions 1/4 in or larger, Tie Holes w/mortar		1,200.00 sf	4,034	64	55.75 /mh	3,545	0.35 /sf	420		0	39.90 /mh	68	0	0	
210	03			Sandblasting - Wall Bottoms & Top of Wall	50.00 sf	79	1	47.23 /mh	49	0.08 /sf	4		0	39.90 /mh	26	0	
211	03			Cure - Filanc Generic	1,222.00 sf	341	3	55.75 /mh	195	0.12 /sf	147		0		0	0	
212	03			Colorado Concrete Pumping 47M	22.00 cy	495			0		0	20.00 /cy	440		0	55	
213	03			Wall Concrete Rollup	21.97 cy	0			0		0		0		0	0	0
214	03			All Concrete Rollup	21.97 cy	0			0		0		0		0	0	0
215	03			Wall Contact Square Footage Rollup	1,200.00 sf	0			0		0		0		0	0	0
216	03			Wall Summary Lineal Footage Rollup	50.00 lf	0			0		0		0		0	0	0
217	03			Wall Summary Square Footage Rollup	600.00 sf	0			0		0		0		0	0	0
218	03			Suspended (Deck) Slab Concrete													
219	03			Safety - Perimeter Protection - Concrete Crew	87.00 LF	440	2	79.95 /mh	174	3.00 /LF	261		0	39.90 /mh	5	0	
220	03			Safety - Perimeter Protection - GC	87.00 LF	440	2	79.95 /mh	174	3.00 /LF	261		0	39.90 /mh	5	0	
221	03			Safety - Tie-Off straps around perimeter of bldg. / GC	1.00 LF	4	0	79.95 /mh	1	2.92 /LF	3		0	39.90 /mh	0	0	
222	03			Reshoring Solid Slabs	208.00 sf	286	1	79.95 /mh	57	0.20 /sf	42	0.90 /sf	187		0	0	
223	03			Form Suspended Slab 0-12ft Working Height	208.00 sf	3,088	33	79.95 /mh	2,661	2.00 /sf	416		0	39.90 /mh	12	0	
224	03			Edge Form for Suspended Slab 0-12 feet	87.00 sf	1,161	12	79.95 /mh	974	2.10 /sf	183		0	39.90 /mh	5	0	
225	03			Equipment Rental for Suspended Slab 0-12 feet	208.00 sf	624			0		0	1.00 /sf	208		0	416	
226	03			Oil Suspended Slab Frm	295.00 sf	39	0	79.95 /mh	27	0.04 /sf	12		0		0	0	
227	03			Screeds for Concrete - Suspended Slab	208.00 sf	73	1	79.95 /mh	68	0.02 /sf	4		0		0	0	
228	03			Chamfer - Suspended Slab	58.00 lf	127	1	79.95 /mh	110	0.30 /lf	17		0		0	0	
229	03			Suspended Slab Rebar by Subcontractor	1.18 tn	3,242			0		0	2,750.00 /tn	3,242		0	0	
230	03			4500 psi Concrete	12.00 cy	1,920			0	160.00 /cy	1,920		0		0	0	
231	03			Place Suspended Slab < 20 cyds	12.00 cy	453	7	68.67 /mh	453		0		0		0	0	
232	03			Concrete Vibrator	12.00 cy	30			0		0		0	2.50 /mh	30	0	
233	03			Finish- Hard Trowel	208.00 sf	218	3	55.75 /mh	153	0.20 /sf	42		0	39.90 /mh	24	0	
234	03	Vertical Finish- F3 - Remove Fins, Offsets, Cure Membrane, Grind Projections Smooth. Fill Depressions 1/4 in or larger, Tie Holes w/mortar		295.00 sf	992	16	55.75 /mh	872	0.35 /sf	103		0	39.90 /mh	17	0	0	
235	03			Cure - Filanc Generic	503.00 sf	140	1	55.75 /mh	80	0.12 /sf	60		0		0	0	0
236	03			Colorado Concrete Pumping 47M	12.00 cy	270			0		0	20.00 /cy	240		0	30	0
237	03			Deck Slab Concrete Rollup	11.90 cy	0			0		0		0		0	0	0
238	03			All Concrete Rollup	11.90 cy	0			0		0		0		0	0	0
239	03			Slab Horizontal Square Footage Rollup	208.00 sf	0			0		0		0		0	0	0
240	03	03.02.205		Heated Drive Pad													
241	03			Warmzone Electric Heating System													
242	03			Warmzone	1.00 ls	4,054			0	4,054.00 /ls	4,054		0		0	0	
243	03			Heated Drive Pad													
244	03			Fine Grade - Slab	263.62 sf	95	1	68.67 /mh	95		0		0		0	0	
245	03			Class II Base Bedding - S-O-G BEDROCK	4.88 cy	319	1	47.23 /ch	46	47.99 /cy	234		0	39.90 /ch	39	0	
246	03			Class II Base Bedding Rollup	8.98 cy	0			0		0		0		0	0	0
247	03			Edge Forms for S.O.G.	60.41 sf	790	8	79.95 /mh	628	2.40 /sf	145		0	39.90 /mh	17	0	
248	03			Oil SOG Form	60.41 sf	8	0	79.95 /mh	6	0.04 /sf	2		0		0	0	
249	03			Screeds for Concrete - SOG	264.00 sf	92	1	79.95 /mh	87	0.02 /sf	5		0		0	0	
250	03			Slab Rebar by Subcontractor	0.58 tn	1,606			0		0	2,750.00 /tn	1,606		0	0	
251	03			4000 psi Concrete	10.33 cy	1,653			0	160.00 /cy	1,653		0		0	0	
252	03			Place Slab on Grade < 20 cyds	10.33 cy	340	5	68.67 /mh	340		0		0		0	0	
253	03			Concrete Vibrator	10.33 cy	26			0		0		0	2.50 /mh	26	0	
254	03			Finish- Hard Trowel	263.62 sf	276	3	55.75 /mh	193	0.20 /sf	53		0	39.90 /mh	30	0	
255	03	Vertical Finish- F3 - Remove Fins, Offsets, Cure Membrane, Grind Projections Smooth. Fill Depressions 1/4 in or larger, Tie Holes w/mortar		60.41 sf	203	3	55.75 /mh	178	0.35 /sf	21		0	39.90 /mh	3	0	0	
256	03			Cure - Filanc Generic	324.03 sf	90	1	55.75 /mh	52	0.12 /sf	39		0		0	0	0
257	03			Slab Concrete Rollup	10.33 cy	0			0		0		0		0	0	0
258	03			All Concrete Rollup	10.33 cy	0			0		0		0		0	0	0
259	03			Slab Horizontal Square Footage Rollup	263.62 sf	0			0		0		0		0	0	0
260	08			Div. 08 Doors and Windows													
261	08	10.		Architectural													
262	08		08.02.000	New Doors													
263	08			New Man Door													
264	08			Caulking Interior Doors	20.00 lf	74	1	47.23 /hr	47	1.34 /lf	27		0		0	0	



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Row	Bid Item	Work Code	Est. Item	Description	Takeoff Quantity	Grand Total Amount	Labor Hours	Labor Price	Labor Amount	Material Cost/Unit	Material Amount	Sub Cost/Unit	Sub Amount	Equip Price	Equip Amount	Other Amount
265	08			Caulking Exterior Doors	20.00 lf	76	1	47.23 /hr	47	1.43 /lf	29		0		0	0
266	08			Colorado Doorways	1.00 ea	6,052	3	207.12 /ch	207	5,845.00 /ea	5,845		0		0	0
267	08			HM Door Leafs	1.00 ea	207	3	207.12 /ch	207	/ea	0		0		0	0
268	08			Finish Hardware	1.00 ea	938		/ea	0		0	937.50 /ea	938		0	0
269	08			Panic Devices	1.00 ea	276	4	69.04 /mh	276	/ea	0		0		0	0
270	08			Thresholds	1.00 ea	69	1	69.04 /mh	69	/ea	0		0		0	0
271	08			Paint Door Frames	1.00 ea	150			0		0	150.00 /ea	150		0	0
272	08			Paint Doors	1.00 ea	150			0		0	150.00 /ea	150		0	0
273	09			Div. 09 Finishes												
274	09	12.		Painting & Coatings												
275	09		09.02.000	Paint and Coatings												
276	09			Paint and Coatings												
277	09			Coblaco Exterior Wall Coating Elec. Bldg, Anti Graffiti Coating Elect Bldg, Floor Sealler all	1.00 ls	12,313			0		0	12,313.00 /ls	12,313		0	0
278	11			Div. 11 Equipment												
279	11	09.		Mechanical												
280	11		11.02.000	New Skid Pumps												
281	11			Denver Industrial Pump												
282	11			Denver Industrial Pump	1.00 ea	117,120			0	117,120.00 /ea	117,120		0		0	0
283	11			Medium Base Pump												
284	11			Unload / Stage - Medium Pump	3.00 ea	953	9	81.91 /hr	491		0		0	153.90 /hr	462	0
285	11			Concrete Base - Medium Pump	3.00 ea	3,656	48	161.47 /hr	2,906		0		0	/ea	0	750
286	11			Install - Medium Pump	3.00 ea	5,619	57	183.13 /hr	4,395		0		0	153.90 /hr	923	300
287	11			Grout Base - Medium Pump	3.00 ea	669	12	55.75 /hr	669		0		0	/ea	0	0
288	11			Startup/Testing - Medium Pump	3.00 ea	959	12	79.95 /hr	959		0		0	/ea	0	0
289	11			Buy Anchor Bolts - Medium	12.00 ea	600			0		0		0		0	600
290	13			Div. 13 Special Construction												
291	13	10.		Architectural												
292	13		13.02.000	New Overhead Crane												
293	13			Overhead Crane												
294	13			Subcontractor #1	1.00 ls	25,000			0		0	25,000.00 /ls	25,000		0	0
295	15			Div. 15 Mechanical/Plumbing												
296	15	03.		Above Ground Pipe												
297	15		15.02.005	Pump Station Piping												
298	15			Ferguson												
299	15			Ferguson	1.00 ls	16,889			0	16,889.00 /ls	16,889		0		0	0
300	15			Steel Pipe												
301	15			Utility Coatings & Fabrication	1.00 ls	38,791			0	38,791.00 /ls	38,791		0		0	0
302	15			8" Pipe (Suction / Discharge Headers)												
303	15			DI Spool 8in x 1ft, Easy	8.00 ea	1,832	28	128.66 /hr	1,832		0		0	/hr	0	0
304	15			DI Spool 8in x 2ft, Easy	8.00 ea	1,832	28	128.66 /hr	1,832		0		0	/hr	0	0
305	15			DI Spool 8in x 5ft, Easy	4.00 ea	916	14	128.66 /hr	916		0		0	/hr	0	0
306	15			DI Fitting 8" Bend 90, Flanged	1.00 EA	191	2	81.43 /hr	161		0		0	14.82 /hr	29	0
307	15			DI Fitting 8" Wye, Flanged	3.00 ea	830	9	81.43 /hr	701		0		0	14.82 /hr	128	1
308	15			DI Fitting 8x6" CON Rdcr, Flanged	3.00 ea	504	5	81.43 /hr	425		0		0	14.82 /hr	77	1
309	15			DI Fitting 8" Blind Flange	1.00 ea	105	1	81.43 /hr	89		0		0	14.82 /hr	16	0
310	15			Butterfly Valve, Manual IB 8"	3.00 ea	700	7	81.43 /hr	591		0		0	14.82 /hr	108	1
311	15			Check Valve, Flg IB 8"	3.00 ea	830	9	81.43 /hr	701		0		0	14.82 /hr	128	1
312	15			HDG BNG Kit 8"	68.00 ea	8,393	122	128.66 /hr	7,874		0		0	153.90 /hr	348	170
313	15			Sleeve / Cast In 8"	1.00 ea	17	0	81.43 /hr	16		0		0	14.82 /hr	0	0
314	15			Flex Sleeve Coupling 8"	3.00 ea	233	3	128.66 /hr	180		0		0	153.90 /hr	46	6
315	15			Flex Sleeve Coupling Harness 8"	3.00 ea	233	3	128.66 /hr	180		0		0	153.90 /hr	46	6
316	15			Flow Meter 8"	1.00 ea	9	0	81.43 /hr	8		0		0	14.82 /hr	0	0
317	15			Iso Flanges 8"	2.00 ea	17	0	81.43 /hr	16		0		0	14.82 /hr	1	1
318	15			Pipe Saddle 8"	3.00 ea	26	0	81.43 /hr	24		0		0	14.82 /hr	1	1
319	15			Air Vac Assembly 2"	3.00 ea	777	9	128.66 /hr	603		0		0	153.90 /hr	154	20
320	15			Pressure Switch	1.00 ea	60	1	81.43 /hr	54		0		0	14.82 /hr	2	3
321	15			Pressure Gauge Assembly	1.00 ea	60	1	81.43 /hr	54		0		0	14.82 /hr	2	3
322	15			6" Pipe (Pump Suction / Discharge												
323	15			DI Spool 6in x 1ft, Easy	2.00 ea	347	5	128.66 /hr	347		0		0	/hr	0	0
324	15			DI Spool 6in x 2ft, Easy	2.00 ea	347	5	128.66 /hr	347		0		0	/hr	0	0
325	15			DI Spool 6in x 5ft, Easy	1.00 ea	174	3	128.66 /hr	174		0		0	/hr	0	0
326	15			DI Fitting 6" Wye, Flanged	1.00 ea	209	2	81.43 /hr	177		0		0	14.82 /hr	32	0
327	15			DI Fitting 8x6" CON Rdcr, Flanged	1.00 ea	124	1	81.43 /hr	104		0		0	14.82 /hr	19	0
328	15			Butterfly Valve, Manual IB 6"	1.00 ea	2,061	16	512.60 /hr	1,015		0		0	528.00 /hr	1,045	0
329	15			Check Valve, Flg IB 6"	1.00 ea	233	2	81.43 /hr	197		0		0	14.82 /hr	36	0
330	15			HDG BNG Kit 6"	18.00 ea	2,012	25	128.66 /hr	1,621		0		0	153.90 /hr	346	45



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Row	Bid Item	Work Code	Est. Item	Description	Takeoff Quantity	Grand Total Amount	Labor Hours	Labor Price	Labor Amount	Material Cost/Unit	Material Amount	Sub Cost/Unit	Sub Amount	Equip Price	Equip Amount	Other Amount
331	15			Flex Sleeve Coupling 6"	1.00 ea	78	1	128.66 /hr	60		0		0	153.90 /hr	15	2
332	15			Flex Sleeve Coupling Harness 6"	1.00 ea	78	1	128.66 /hr	60		0		0	153.90 /hr	15	2
333	15			Pipe Saddle 6"	1.00 ea	9	0	81.43 /hr	8		0		0	14.82 /hr	0	0
334	15			Air Vac Assembly 1"	1.00 ea	193	2	128.66 /hr	150		0		0	153.90 /hr	38	5
335	15			Pressure Switch	1.00 ea	60	1	81.43 /hr	54		0		0	14.82 /hr	2	3
336	15			Pressure Gauge Assembly	1.00 ea	60	1	81.43 /hr	54		0		0	14.82 /hr	2	3
337	15		15.02.050	Washdown Station												
338	15			Wash Down												
339	15			Copper Pipe 1-1/2"	40.00 LF	431	2	128.66 /hr	103	5.00 /LF	200		0	153.90 /hr	123	5
340	15			Copper Pipe Unload 1-1/2"	40.00 lf	9	0	94.47 /hr	8		0		0	14.82 /hr	1	0
341	15			Copper Pipe String 1-1/2"	40.00 lf	26	0	94.47 /hr	22		0		0	14.82 /hr	3	1
342	15			Copper Pipe Testing 1-1/2"	40.00 lf	97	1	128.66 /hr	95		0		0		0	2
343	15			Copper 90 1-1/2"	3.00 ea	463	2	128.66 /hr	129	60.00 /ea	180		0	153.90 /hr	154	0
344	15			Globe Valve, Threaded IB 1-1/2"	1.00 ea	266	1	128.66 /hr	64	125.00 /ea	125		0	153.90 /hr	77	0
345	15			IB Ball Valve Threaded 1-1/2"	1.00 ea	266	1	128.66 /hr	64	125.00 /ea	125		0	153.90 /hr	77	0
346	15			IB Misc Valve Threaded 1-1/2"	1.00 ea	141	1	128.66 /hr	64		0		0	153.90 /hr	77	0
347	15			Copper Pipe Cut 1-1/2"	3.00 ea	22	0	128.66 /hr	19		0		0	153.90 /hr	3	0
348	15			Copper Pipe Solder 1-1/2"	6.00 ea	428	3	128.66 /hr	193		0		0	153.90 /hr	231	4
349	15			Hose Rack	1.00 ea	325	0	128.66 /hr	21	150.00 /ea	150		0	153.90 /hr	154	0
350	15			Hose	1.00 ea	250	0	128.66 /hr	21	75.00 /ea	75		0	153.90 /hr	154	0
351	15			Pipe Saddle 8" x 1-1/2"	1.00 ea	300	0	128.66 /hr	21	125.00 /ea	125		0	153.90 /hr	154	0
352	15	09.		Mechanical												
353	15		15.09.015	HVAC Upgrades												
354	15			Air Handlers and Louvers												
355	15			Subcontractor #1	1.00 ls	18,000			0		0	18,000.00 /ls	18,000		0	0
356	15	19.		Temporary Work												
357	15		15.02.100	Temp By-pass System												
358	15			Temp Enclosure for Pump & VFD												
359	15			Tools #1 Day	1.00 day	27			0		0		0	27.36 /day	27	0
360	15			Tuff Shed	1.00 ls	7,500			0	7,500.00 /ls	7,500		0		0	0
361	15			8" Bypass Piping												
362	15			PVC Pipe 8"	60.00 LF	3,863	18	175.90 /hr	1,055	45.00 /LF	2,700		0	14.82 /hr	89	19
363	15			Plastic Pipe Unload 8"	60.00 lf	21	0	94.47 /hr	18		0		0	14.82 /hr	3	0
364	15			Plastic Pipe String 8"	60.00 lf	65	1	94.47 /hr	55		0		0	14.82 /hr	9	1
365	15			Plastic Pipe Testing 8"	60.00 lf	185	2	162.86 /hr	182		0		0	/hr	0	2
366	15			PVC Bend 90 8"	4.00 ea	1,120	6	105.05 /hr	420	160.00 /ea	640		0	14.82 /hr	59	1
367	15			PVC Coupling 8"	3.00 ea	528	5	105.05 /hr	315	56.00 /ea	168		0	14.82 /hr	44	1
368	15			PVC Flange 8"	2.00 ea	480	3	105.05 /hr	210	120.00 /ea	240		0	14.82 /hr	30	1
369	15			Plastic Pipe Cut 8"	6.00 ea	151	1	175.90 /hr	70		0		0	182.40 /hr	73	7
370	15			Plastic Pipe Cut 8"	7.00 ea	176	1	175.90 /hr	82		0		0	182.40 /hr	85	9
371	15			Plastic Pipe Solvent Weld 8"	16.00 ea	307	2	128.66 /hr	137		0		0	153.90 /hr	164	6
372	15			Install												
373	15			Sub Haul & Dump Fee's (SEO)	ld	0			0		0	/ld	0	/ld	0	0
374	15			Pipeline Foreman	5.00 day	3,198	40	79.95 /hr	3,198		0		0		0	0
375	15			D/L/B 8" Pipe	60.00 lf	13,791	173	2,600.00 /day	6,240		0		0	3,146.40 /day	7,551	0
376	15			Trench Spoil Haul Off Support (LE)	ld	0		69.34 /hr	0		0	/ld	0	79.80 /hr	0	0
377	15			Pipe Zone Material	tn	0			0	/tn	0		0		0	0
378	15			Excavation Rollup	71.11 cy	0			0		0		0		0	0
379	15			Backfill Rollup	65.19 cy	0			0		0		0		0	0
380	15			Pot Hole - Standard	2.00 ea	1,126	8	116.58 /hr	466		0	250.00 /ea	500	39.90 /hr	160	0
381	15			Speed Shoring Trench Width 3' - 4'	12.00 ea	500		/ea	0		0		0	1.00 /week	500	0
382	15			Electrical Sub LS Demo and Hook up Electrical and VFD												
383	15			Electrical Sub	1.00 ls	10,000			0		0	10,000.00 /ls	10,000		0	0
384	15	20.		Demolition												
385	15		15.02.010	Demo Pipe and Pumps												
386	15			Demo Pump Skids												
387	15			Demo and Remove Pump Skids and Piping	4.00 ea	5,659	36	81.91 /hr	1,966		0		0	153.90 /hr	3,694	0
388	15			Demo Conc. Base	4.00 ea	4,199	43	161.47 /hr	2,584		0		0	153.90 /ea	616	1,000
389	15		15.02.015	Demo Conc. Slab for New 8"												
390	15			Sawcut Flat												
391	15			Setup / Remove for Sawcut	2.00 hr	94	2	47.23 /ch	94		0		0		0	0
392	15			Saw Cut Flat Concrete 18in Thick	28.00 lf	1,017	7	47.23 /ch	331		0		0	98.04 /ch	686	0
393	15			Break Concrete & Remove												
394	15			Setup / Remove Concrete	2.00 hr	94	2	47.23 /ch	94		0		0		0	0
395	15			Break & Remove Concrete 12in Thick Average Reinforcing	80.00 sf	2,240			0		0	28.00 /sf	2,240		0	0
396	16			Div. 16 Electrical												



Ranson Pump Station
Conceptual Estimate



Row	Bid Item	Work Code	Est. Item	Description	Takeoff Quantity	Grand Total Amount	Labor Hours	Labor Price	Labor Amount	Material Cost/Unit	Material Amount	Sub Cost/Unit	Sub Amount	Equip Price	Equip Amount	Other Amount
397	16	11.		Elec. / Inst.												
398	16		16.02.000	Electrical Complete												
399	16			Electrical Sub LS												
400	16			Guarentee Electric	1.00 ls	438,301			0		0	433,961.00 /ls	433,961		0	4,340
401	16		16.02.005	Generator												
402	16			Electrical Sub LS												
403	16			Smith Power Producxts	1.00 ls	81,487			0		0	81,487.00 /ls	81,487		0	0
404	16		16.02.010	VFD												
405	16			Browns Hill - VFD												
406	16			Browns Hill - Eaton VFD	1.00 ls	58,213			0		0	58,213.00 /ls	58,213		0	0
407	16		16.02.015	Fiber Optic Conduit												
408	16			GECO Addder for Additional Fiber												
409	16			Guarantee Electric (Additional Conduit and FO Cable)	1.00 ls	86,664			0		0	86,664.00 /ls	86,664		0	0
410	16				1.00 ls	0			0		0		0		0	0
411	16				1.00 ls	0			0		0		0		0	0
412	16			Trenching D/L/B Ductbank												
413	16			Sub Haul & Dump Fee's (SEO)	17.00 ld	5,100			0		0	150.00 /ld	2,550	/ld	0	2,550
414	16			Pipeline Foreman	10.00 day	6,396	56	79.95 /hr	6,396		0		0		0	0
415	16			D/L/B 4" Pipe	3,700.00 lf	26,740	533	2,600.00 /day	19,240		0		0	2,156.76 /day	7,500	0
416	16			Trench Spoil Haul Off Support (LE)	17.00 ld	431	3	69.34 /hr	200		0		0	79.80 /hr	231	0
417	16			BEDROCK	132.00 tn	3,432			0	26.00 /tn	3,432		0		0	0
418	16			Bore and Jack Railroad (12" Dia x 100lf , includes casing spacers)	100.00 LF	25,000			0	0.00 /tn	0	250 LF	25,000		0	0
419	16			Backfill Rollup	617.28 cy	0			0		0		0		0	0
420	16			Warning Tape	3,700.00 lf	259			0		0	0.07 /lf	259		0	0
421	16			Tracer Wire	3,700.00 lf	740			0		0	0.20 /lf	740		0	0
422	16			Rock Bags (5'0" O.C.)	840.00 ea	1,680			0		0	2.00 /ea	1,680		0	0
423	16		16.02.020	Heated Drive Pad												
424	16			Electrical Sub LS												
425	16			Guarentee Electric	1.00 ls	11,819			0		0	11,819.00 /ls	11,819		0	0

SUBCONTRACTOR & VENDOR QUOTES

GMP NO.2 COST ESTIMATE

SOIL NAIL & SHOT-CRETE SHORING

**HTM CONSTRUCTION COMPANY
COST PROPOSAL 5/6/22**



HTM CONSTRUCTION COMPANY

9605 W. Colfax Ave.
Lakewood, CO 80215
Phone: 303-974-3007
Fax: 303-500-5225

Budget Proposal

May 6, 2022
Project No. 22-049

To: J.R. Filanc Construction Company, Inc.
Attn: Jared Hock
Re: Canyon Pines Pump Station - Temporary Shoring

HTM Construction, Inc. is pleased to offer pricing for the above referenced project. Pricing is as follows:

Item	Description	Estimated Quantity	Units	Unit Price	Extended Price
1	Mobilization	1	EA	\$ 8,500.00	\$ 8,500.00
2	Temporary Shoring	5,065	SF	\$ 45.00	\$ 227,925.00

Conditions and Clarifications:

- Pricing includes labor, materials and equipment to construct the above items.
- Pricing is based on a maximum shoring height of 31'.
- Price assumes the ability to install up to 30' soil nails.
- Pricing includes design by a Colorado registered Professional Engineer.
- Price is based on a soil nail shoring system.
- Pricing excludes materials testing.
- Potholing or removal of utilities if necessary, by others.
- Removal or abatement of hazardous materials by others.
- Excavation by others.
- Removal of shoring by others if required.
- Access to be supplied by others.
- Flagging and traffic control by others.
- Concrete washout area to be provided by others adjacent to work areas.
- Sanitary facilities and dumpster to be provided by others adjacent to work areas.
- Dewatering, drainage and erosion control by others. Shoring system design assumes the ground water level will be kept below the bottom of the excavation.
- Survey, layout, permits, easements, and geotechnical information provided by others.
- Staging area for supplies and equipment to be provided by others adjacent to work areas.
- Supply of construction water to all work areas by others.
- Price is based on one continuous operation.
- Price does not include winter protection.
- Quantities are for estimating purposes only. Billing will be based on actual field measured quantities.
- Pricing is contingent upon a mutually acceptable contract agreement.
- Price does not include a bond. A bond can be provided for 1.9%.
- Price is based on current material prices and availability.

Sincerely,

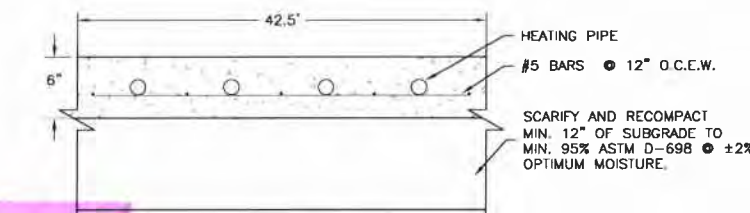
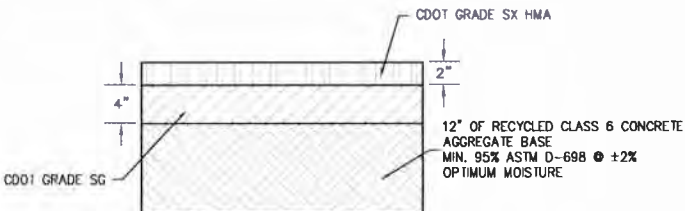
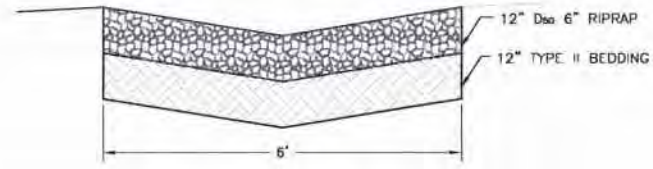
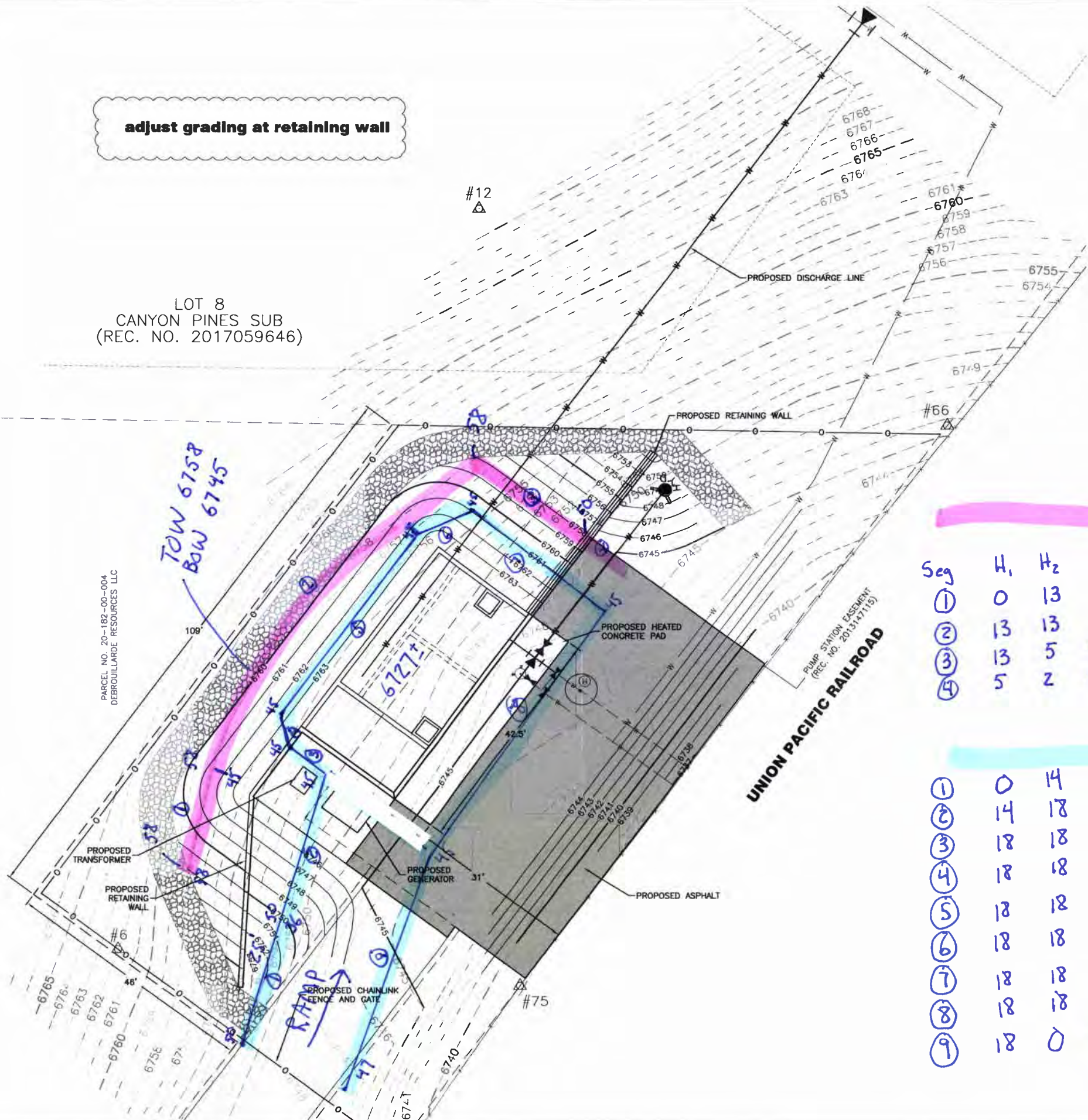
Christopher L. Todd, P.E.
Project Engineer
303- 974-3007 ext. 114

adjust grading at retaining wall

LOT 8
CANYON PINES SUB
(REC. NO. 2017059646)

PARCEL NO. 20-182-00-004
DEBROUILLARD RESOURCES LLC

TOW 6758
BOW 6745

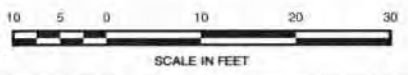


Seg	H ₁	H ₂	H _{avg}	L	Area
①	0	13	6.5	20	130
②	13	13	13	75	975
③	13	5	9	25	225
④	5	2	3.5	10	35
					<u>1365</u>

①	0	14	7	25	175
②	14	18	16	25	400
③	18	18	18	10	180
④	18	18	18	6	108
⑤	18	18	18	40	720
⑥	18	18	18	10	180
⑦	18	18	18	30	540
⑧	18	18	18	55	990
⑨	18	0	9	45	405
					<u>3698</u>

APPROVED
CITY OF ARVADA, COLORADO
BY: _____ DATE: _____ PROJECT NO. _____
CITY ENGINEER

Review if 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.



ISSUED FOR 60% REVIEW

J&T Consulting, Inc.
305 Denver Avenue - Suite D
Fort Lupton, CO 80621
PH: 303-857-6222 FAX: 303-857-6224
www.jtconsulting.com

Canyon Pines Pump Station

City of Arvada

REVISIONS					Description
No	Date	By	Chk		

Job # 21117
Date _____
Drawn By: WSS
Designed By: WSS
Checked By: TPY
File JT-CP Site plan.dwg
Scale As Shown
Sheet: _____ Or: _____
3 13

ELECTRICAL HEATED CONCRETE SYSTEM

**WARMZONE
COST PROPOSAL 5/11/22**

Canyon Pines Pump Station



Warmzone
12637 S. 265 W. #100
Draper, UT 84020

Phone: 888-488-9276
Fax: 801-948-7599
www.warmzone.com

Quote Number:	73225
Created:	05/11/2022
Printed:	05/11/2022
Sales Person:	Nate Johnson
Email:	nate.johnson@warmzone.com
Phone:	801.948.7558
Valid Until:	06/30/2022

Bill to:	Ship To
J.R. Filanc Construction Company, Inc. 455 W. 115th Ave Suite 3 Northglenn, CO, 80234 US	J.R. Filanc Construction Company, Inc. 455 W. 115th Ave Suite 3 Northglenn, CO, 80234 US

Substation 1

Quantity	Quoted Line Item	Unit Price	Ext. Price	Adjustment
	Apron 1: 250 sq ft Apron 2: 250 sq ft Electrical: Total Connected Load: 43.8 amps @ 480V (4) 20 amp 2 Pole Circuit Breaker - To be supplied by others. Separate 120V line needed to power the control in the timer/contactors panels.			
2.00	CZ mat 480V, 50W, 120-135 sqft, 65ft The Clearzone snow melting system combines the highest reliability with maximum energy efficiency. It's a proven technology that's safe, reliable and energy efficient. Single point connection, Twin conductor cable, Flexible installation, Durable construction, silent, efficient and safe, for use in concrete, asphalt and under pavers, 10-year limited warranty against manufacturing defects. Coverage: 120-135 sqft Ave.Length: 65' width: 2' (22") Voltage: 480V Amps: 12.5 Watts/sqft: 48-50 Ohms: 38.4 Watts: 6,000	\$1,175.00	\$2,350.00	25.00%
2.00	CZ mat 480V, 50W, 110-125 sqft, 60ft The Clearzone snow melting system combines the highest reliability with maximum energy efficiency. It's a proven technology that's safe, reliable and energy efficient. Single point connection, Twin conductor cable, Flexible installation, Durable construction, silent, efficient and safe, for use in concrete, asphalt and under pavers, 10-year limited warranty against manufacturing defects.	\$1,065.00	\$2,130.00	25.00%

Coverage: 110-125 sqft
Length: 60
width: 2' (22")
Voltage: 480
Amps: 11.5
Watts/sqft: 48-50
Ohms: 41.9
Watts: 5,500

1.00	EcoTrace GF200 Contactor Panel - 200Amp w/GFEP Nem Designed specifically for snow melting, roof de-icing and floor heating applications. Conveniently ties automatic activation devices to the heating cables. Features: (4) 50 amp 3 pole contactors Voltage:120-600v Control voltage: 120V - Separate 120V line to be supplied by others. NEMA 4 Outdoor rated cULus listed Built-in adjustable GFEP *All installation should be performed in accordance with local codes, regulations and NEC guidelines, including (if applicable) using branch circuit protection (ex. fuses) to protect the 10 AWG and 12 AWG wires when connecting two mats to one contactor. Branch circuit protection is supplied by others if not purchased with system.	\$2,610.00	\$2,610.00	25.00%
1.00	WS-2C Aerial mounted snow switch w/ 30 amp contact Aerial mounted snow sensor that senses moisture and temperature, activating when snow is present. The unit is housed in a two gang PVC enclosure. The overall dimensions of the WS-2C are 4¾"(120) x 7"(178) x 2¾"(70). The unit weighs 2 pounds. -universal power supply (120-240). -adjustable moisture sensitivity. -after-run delay adjustable from 30 mins-6 hours. -terminal block for easy WS-Aux connection. -New High Intensity LED for power on/snow activation. -box re-design reduces possibility of water leakage	\$560.00	\$560.00	25.00%
1.00	WS Interconnect cable 50FT 50' reel of interconnect cable to go between a aerial snow sensor/CS-1 and the WS-Aux. -Stranded, shielded 6-conductor 22AWG -Meets the spec's outlined in WS-Aux manual.	\$90.00	\$90.00	25.00%
1.00	WS Auxiliary Control Unit The WS Auxiliary Control Unit Provides: 1. Control of Auto Mode, Manual Mode as well as Reset / Standby Mode. 2. Provides blinking LED indicators for: "On", "Auto", "Manual" and "Standby / reset" . 3. May be used up to 1000 ft from the sensor and will require wiring a 5 conductor Beldon cable or equal from sensor to the remote unit. 4. Mounts in a single wide wall case where ever the customer would like to control the snow sensor from. 5. Requires no external power supply, and comes with a 20" plug in connection cable for ease of wiring to the unit.	\$135.00	\$135.00	25.00%

The WS Auxiliary Control Unit may be used with the Aerial mounted snow sensors.

1.00	Shipping	\$272.00	\$272.00	0.00%
	Shipping Charges subject to sales tax			

Heating cable must NOT cross an expansion joint. All heating cable MUST be embedded to prevent over-heating

Cable / Mats should be fixed and embedded at 2" below the surface - Article 426 of NEC.

***Note: This system design is based upon customers supplied dimensions, or plans. Warmzone accepts no responsibility for this information as it was based upon the information supplied to us. PLEASE CONFIRM ALL DIMENSIONS, SQUARE FOOTAGES AND DIAGRAMS ARE CORRECT BEFORE PROCEEDING WITH YOUR PROJECT. ***

Subtotal:	\$8,147.00
Adjustment:	\$1,968.75
Product Subtotal:	\$6,178.25

Grand Total	
Subtotal:	\$8,147.00
Adjustment:	\$1,968.75
Product Subtotal:	\$6,178.25
Tax:	\$293.47
Shipping:	\$0.00
Total	\$6,471.72

Currency: USD

Tax Rate:

By signing and/or tendering payment I acknowledge that I have read and agree to the terms and conditions outlined on the Standard Terms and Conditions of Sale and also to the price and provisions outlined above. Warmzone Management, LLC is authorized to proceed with shipment.

Signature

Date



STANDARD TERMS AND CONDITIONS OF SALE

The sale of product described herein, ("Product") is made on the condition that Buyer assents to the promises, terms and conditions set forth below. These Terms and Conditions supersede all other agreements, and represent the entire agreement between the parties hereto.

1. Deliveries. Delivery of Product is F.O.B. Shipping Point, which shall be determined by Warmzone, LLC. ("Warmzone"). Any freight allowances are based on the date of the price quotation and may not be the amount ultimately charged by the shipping company. Additional charges may be processed if the actual shipping and processing fees are greater than from those estimated on the Purchase Agreement. Product is shipped via ground shipping unless other arrangements are made with Warmzone prior to shipping. In the event the specific Product ordered is not available for timely delivery, Warmzone shall be entitled, in its sole discretion, to deliver substitute products of equal or better quality.
2. Warranties.
 - a) All Product sold by Warmzone are warranted by the product Manufacturer. Warmzone offers no warranty of any kind, expressed or implied, with respect to the Product sold hereunder. Any and all warranty claims should be directed to Manufacturer.
 - b) No representative of Warmzone is authorized to make any warranties, promises, or representations as to any Product and none shall be binding upon Warmzone.
 - c) Warmzone shall not be liable for any delay in or impairment of performance resulting in whole or in part from acts of God, labor disruptions, shortages, inability to produce Product, supplies or raw materials, severe weather conditions, or any other circumstances or causes beyond the control of Warmzone.
 - d) Copies of Product Warranty shall be transmitted by Buyer to all subsequent purchasers. Buyer shall give Manufacturer prompt oral and confirmed written notice of Product that Buyer considers to be subject to Warranty claim.
 - e) Since the use of these products is beyond our control there is no express or implied warranty of results or of fitness for use. The product is furnished upon the condition that the user will determine the suitability and fitness of use of the product for any use to which it is put as well as for its inclusion as a component in any other product; that he/she assumes all risks whatsoever, that the manufacturer and Warmzone shall not be liable for any injury, loss or damage, direct or consequential, arising as a result of the use of or inability to use the product or its use in connection with or as part of any other product.
 - f) Warmzone may provide design files for discussion and illustration purposes. Warmzone makes no representations or warranties; expressed or implied, as to the accuracy or completeness of design files and they should not be relied upon as definite, accurate, to scale, reliable, binding or otherwise ready for actual construction. The person or entity receiving the design files is responsible for verifying any data in question that is critical to their intended use of the files. Warmzone accepts no liability arising from the use of any design files. By accepting the design files, the Buyer agrees to indemnify and hold Warmzone, its owners, managers and agents harmless from any and all damages that may be claimed to be attributable to the design files.
 - g) Heating performance is not guaranteed. The amount of heat required to warm floors or melt snow/ice is dependent on many factors such as air and ground temperature, wind speed, solar exposure, humidity and coverings. Due to differences in roofs, gutters, floors, walkways, driveways and other surfaces, and variations in climate and construction practices, Warmzone and Manufacturer make no representation that surfaces containing the Product will achieve any particular temperature or be free from snow and/or ice. Product will produce the rated output listed on the tags when operated at the rated voltage.
3. Technical Support. All technical support inquiries should be addressed to the Product manufacturer who is solely responsible for the proper operation of the equipment. Buyer agrees to independently confirm technical support received from Warmzone, if any, with the Product manufacturer. Buyer agrees Warmzone will not be liable for any losses or damages based on technical support given by Warmzone or its agents.
4. Payment Terms. All payments for Product, taxes and shipping under this agreement are due in full prior to the shipment of Product. Pricing discounts, if any, based on volume require the purchase of the entire amount originally ordered to remain valid. Standard pricing will apply if less than the full order is purchased.
5. Securing Payment. Buyer agrees to pay in full prior to shipment using a check, certified funds, wire transfer or major credit card. Any amount not paid in full at the time of shipping will be subject to interest at 1.5% per month or 18% per annum. Buyer agrees to pay any outstanding balance within thirty (30) days of the date Product is shipped. If the Buyer defaults in his payment obligations, Buyer agrees to pay attorney fees, costs of court and costs of collection incurred at any time.
6. Tax. In addition to the price for Product, Buyer agrees to pay the amount of any excise, sales, use, or other taxes related to the Product on their sale, except where the Buyer shall provide Warmzone with a Tax Exemption Certificate applicable to the taxing authority.
7. Disclaimer. Warmzone & Manufacturer shall not be liable for any inaccuracies in estimates or projections made to Buyer. All calculations relied upon in connection with estimating the cost, power requirements, or other feasibility of the Product for a specific purpose must be made by an independent professional familiar with local rates, regulations, and laws. The specific Product sold to Buyer will be based on information provided by Buyer to Warmzone prior to Product delivery. Changes in plans, layouts, dimensions, construction, or other changes made after Product is ordered may require additional or different Products. Buyer is solely responsible for all additional costs associated with such changes including new Products, shipping, labor, etc. Warmzone & Manufacturer disclaim any liability for Product defect claims that are due to Product misuse, improper Product selection or misapplication, or damage to installed Product. Warmzone & Manufacturer make no warranty as to the design of the Product and will not assume responsibility for any damage or harm to buildings and/or individuals arising from Product misuse, installation, improper Product selection or application. In no case will Warmzone or Manufacturer be liable for any incidental, indirect, or consequential damages arising from the design or performance of the Product. Any and all damage caused to Manufacturer Products by Buyer, Contractor and/or other subcontractors must be reported to Manufacturer within 24 hours. Buyer agrees to provide all Product installation and operating information materials, supplied by Manufacturer, to all subcontractors who will perform work or have contact with Products. Buyer also agrees to enforce all necessary precautions and/or collection of damages to Products caused by self or others. Buyer will assume full liability for damage caused by self or subcontractor to Products. Installers of the Product, whether working under the Warmzone emblem or not, are independent contractors. Warmzone does not review, supervise, or control the work of such independent contractors nor does it have the ability to do so. You are solely responsible for selecting an installer for the Products and agree to assume all risks associated with such selection. You agree that Warmzone is not liable for any work performed by installers of the Product, whether such installers are recommended by Warmzone or not.
8. Controls. While some heating systems can operate safely without the use of thermostats or controls the use of thermostats or controls may improve energy efficiency. If thermostats or other controls are not purchased, buyer agrees that they were offered for purchase but declined.
9. Exclusions. Sale is for Product only. All other additional items including breakers and ancillary electrical supplies will need to be provided by others.
10. Integration Clause. There shall be no waiver, alteration, modification, or change of any of the provisions or terms and conditions, except in writing and signed by a duly authorized representative of Warmzone.
11. Returns. All Product returns must be authorized by Warmzone in writing. Authorization may be withheld, in Warmzone's reasonable discretion, based upon time, product, and other constraints. Buyer understands and agrees that customized systems cannot reasonably be reused or resold and therefore agrees that under no circumstances will customized systems be authorized for return or refund. Return periods vary based on Product purchased. For all Product, no returns will be authorized or accepted after 90 days from purchase date.
12. Repeat Orders. Your initial authorization and acknowledgement of these 'Standard Terms & Conditions of Sale' can be used for subsequent orders.
13. Restocking Fee. Once any portion of an order has been shipped from Manufacturer's facility, the entire sale is considered as complete and final. In the event the Buyer decides to return any Product to Manufacturer for a refund or for exchange, it is agreed that a 25% restocking fee will be charged based on the price that Buyer paid for the returned Product. Original and Return freight costs are paid by the Buyer. No C.O.D. shipments will be accepted. Upon receipt and inspection of the returned Product a refund will be issued minus the restocking fee.
14. Jurisdiction and Venue. Buyer agrees that this agreement shall be construed according to the laws of the State of Utah and in the event any legal action is undertaken for any reason that jurisdiction and venue shall be in the State of Utah, County of Salt Lake.

IN WITNESS WHEREOF, the Contractor and/or Buyer signifies their complete understanding and agreement to comply with the terms hereof by affixing their signatures on the appropriate location of the Warmzone agreement sheet and/or by email acknowledgement and/or by tendering payment and/or by providing a purchase order. Further, the signing, paying and/or ordering individual verifies that he/she is authorized to accept this agreement for and on behalf of the Buyer. This agreement is entered into by Contractor and/or Buyer with Warmzone.

Canyon Pines Pump Station



Warmzone
12637 S. 265 W. #100
Draper, UT 84020

Phone: 888-488-9276
Fax: 801-948-7599
www.warmzone.com

Quote Number:	73228
Created:	05/11/2022
Printed:	05/11/2022
Sales Person:	Nate Johnson
Email:	nate.johnson@warmzone.com
Phone:	801.948.7558
Valid Until:	06/30/2022

Bill to:	Ship To
----------	---------

J.R. Filanc Construction Company, Inc. 455 W. 115th Ave Suite 3 Northglenn, CO, 80234 US	J.R. Filanc Construction Company, Inc. 455 W. 115th Ave Suite 3 Northglenn, CO, 80234 US
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Substation 2

Quantity	Quoted Line Item	Unit Price	Ext. Price	Adjustment
	Apron 1: 250 sq ft			
	Electrical: Total Connected Load: 21.9 amps @ 480V			
	(2) 20 amp 2 Pole Circuit Breaker - To be supplied by others. Separate 120V line needed to power the control in the timer/contactors panels.			
1.00	EcoTrace GF100 Contactor Panel - 100Amp w/GFEP Nem Designed specifically for snow melting, roof de-icing and floor heating applications. Conveniently ties automatic activation devices to the heating cables. Features: (2) 50 amp 3 pole contactors Voltage:120-600v Control voltage: 120V - Separate 120V line to be supplied by others. NEMA 4 Outdoor rated cULus listed Built-in adjustable GFEP *All installation should be performed in accordance with local codes, regulations and NEC guidelines, including (if applicable) using branch circuit protection (ex. fuses) to protect the 10 AWG and 12 AWG wires when connecting two mats to one contactor. Branch circuit protection is supplied by others if not purchased with system.	\$1,915.00	\$1,915.00	25.00%
1.00	CZ mat 480V, 50W, 120-135 sqft, 65ft The Clearzone snow melting system combines the highest reliability with maximum energy efficiency. It's a proven technology that's safe, reliable and energy efficient. Single point connection, Twin conductor cable, Flexible installation, Durable construction, silent, efficient and safe, for	\$1,175.00	\$1,175.00	25.00%

use in concrete, asphalt and under pavers, 10-year limited warranty against manufacturing defects.

Coverage: 120-135 sqft
Ave.Length: 65'
width: 2' (22")
Voltage: 480V
Amps: 12.5
Watts/sqft: 48-50
Ohms: 38.4
Watts: 6,000

1.00	CZ mat 480V, 50W, 110-125 sqft, 60ft The Clearzone snow melting system combines the highest reliability with maximum energy efficiency. It's a proven technology that's safe, reliable and energy efficient. Single point connection, Twin conductor cable, Flexible installation, Durable construction, silent, efficient and safe, for use in concrete, asphalt and under pavers, 10-year limited warranty against manufacturing defects. Coverage: 110-125 sqft Length: 60 width: 2' (22") Voltage: 480 Amps: 11.5 Watts/sqft: 48-50 Ohms: 41.9 Watts: 5,500	\$1,065.00	\$1,065.00	25.00%
1.00	WS-2C Aerial mounted snow switch w/ 30 amp contact Aerial mounted snow sensor that senses moisture and temperature, activating when snow is present. The unit is housed in a two gang PVC enclosure. The overall dimensions of the WS-2C are 4¾"(120) x 7"(178) x 2¾"(70). The unit weighs 2 pounds. -universal power supply (120-240). -adjustable moisture sensitivity. -after-run delay adjustable from 30 mins-6 hours. -terminal block for easy WS-Aux connection. -New High Intensity LED for power on/snow activation. -box re-design reduces possibility of water leakage	\$560.00	\$560.00	25.00%
1.00	WS Interconnect cable 50FT 50' reel of interconnect cable to go between a aerial snow sensor/CS-1 and the WS-Aux. -Stranded, shielded 6-conductor 22AWG -Meets the spec's outlined in WS-Aux manual.	\$90.00	\$90.00	25.00%
1.00	WS Auxiliary Control Unit The WS Auxiliary Control Unit Provides: 1. Control of Auto Mode, Manual Mode as well as Reset / Standby Mode. 2. Provides blinking LED indicators for: "On", "Auto", "Manual" and "Standby / reset" . 3. May be used up to 1000 ft from the sensor and will require wiring a 5 conductor Beldon cable or equal from sensor to the remote unit. 4. Mounts in a single wide wall case where ever the customer would like to control the snow sensor from. 5. Requires no external power supply, and comes with a 20" plug in connection cable for ease of wiring to the unit. The WS Auxiliary Control Unit may be used with the Aerial mounted snow sensors.	\$135.00	\$135.00	25.00%

1.00	Shipping	\$165.32	\$165.32	0.00%
	Shipping Charges subject to sales tax			

Heating cable must NOT cross an expansion joint. All heating cable MUST be embedded to prevent over-heating

Cable / Mats should be fixed and embedded at 2" below the surface - Article 426 of NEC.

***Note: This system design is based upon customers supplied dimensions, or plans. Warmzone accepts no responsibility for this information as it was based upon the information supplied to us. PLEASE CONFIRM ALL DIMENSIONS, SQUARE FOOTAGES AND DIAGRAMMS ARE CORRECT BEFORE PROCEEDING WITH YOUR PROJECT. ***

Subtotal:	\$5,105.32
Adjustment:	\$1,235.00
Product Subtotal:	\$3,870.32

		Grand Total	
Currency:	USD	Subtotal:	\$5,105.32
		Adjustment:	\$1,235.00
		Product Subtotal:	\$3,870.32
Tax Rate:		Tax:	\$183.84
		Shipping:	\$0.00
		Total	\$4,054.16

By signing and/or tendering payment I acknowledge that I have read and agree to the terms and conditions outlined on the Standard Terms and Conditions of Sale and also to the price and provisions outlined above. Warmzone Management, LLC is authorized to proceed with shipment.

Signature

Date



STANDARD TERMS AND CONDITIONS OF SALE

The sale of product described herein, ("Product") is made on the condition that Buyer assents to the promises, terms and conditions set forth below. These Terms and Conditions supersede all other agreements, and represent the entire agreement between the parties hereto.

1. Deliveries. Delivery of Product is F.O.B. Shipping Point, which shall be determined by Warmzone, LLC. ("Warmzone"). Any freight allowances are based on the date of the price quotation and may not be the amount ultimately charged by the shipping company. Additional charges may be processed if the actual shipping and processing fees are greater than from those estimated on the Purchase Agreement. Product is shipped via ground shipping unless other arrangements are made with Warmzone prior to shipping. In the event the specific Product ordered is not available for timely delivery, Warmzone shall be entitled, in its sole discretion, to deliver substitute products of equal or better quality.
2. Warranties.
 - a) All Product sold by Warmzone are warranted by the product Manufacturer. Warmzone offers no warranty of any kind, expressed or implied, with respect to the Product sold hereunder. Any and all warranty claims should be directed to Manufacturer.
 - b) No representative of Warmzone is authorized to make any warranties, promises, or representations as to any Product and none shall be binding upon Warmzone.
 - c) Warmzone shall not be liable for any delay in or impairment of performance resulting in whole or in part from acts of God, labor disruptions, shortages, inability to produce Product, supplies or raw materials, severe weather conditions, or any other circumstances or causes beyond the control of Warmzone.
 - d) Copies of Product Warranty shall be transmitted by Buyer to all subsequent purchasers. Buyer shall give Manufacturer prompt oral and confirmed written notice of Product that Buyer considers to be subject to Warranty claim.
 - e) Since the use of these products is beyond our control there is no express or implied warranty of results or of fitness for use. The product is furnished upon the condition that the user will determine the suitability and fitness of use of the product for any use to which it is put as well as for its inclusion as a component in any other product; that he/she assumes all risks whatsoever, that the manufacturer and Warmzone shall not be liable for any injury, loss or damage, direct or consequential, arising as a result of the use of or inability to use the product or its use in connection with or as part of any other product.
 - f) Warmzone may provide design files for discussion and illustration purposes. Warmzone makes no representations or warranties; expressed or implied, as to the accuracy or completeness of design files and they should not be relied upon as definite, accurate, to scale, reliable, binding or otherwise ready for actual construction. The person or entity receiving the design files is responsible for verifying any data in question that is critical to their intended use of the files. Warmzone accepts no liability arising from the use of any design files. By accepting the design files, the Buyer agrees to indemnify and hold Warmzone, its owners, managers and agents harmless from any and all damages that may be claimed to be attributable to the design files.
 - g) Heating performance is not guaranteed. The amount of heat required to warm floors or melt snow/ice is dependent on many factors such as air and ground temperature, wind speed, solar exposure, humidity and coverings. Due to differences in roofs, gutters, floors, walkways, driveways and other surfaces, and variations in climate and construction practices, Warmzone and Manufacturer make no representation that surfaces containing the Product will achieve any particular temperature or be free from snow and/or ice. Product will produce the rated output listed on the tags when operated at the rated voltage.
3. Technical Support. All technical support inquiries should be addressed to the Product manufacturer who is solely responsible for the proper operation of the equipment. Buyer agrees to independently confirm technical support received from Warmzone, if any, with the Product manufacturer. Buyer agrees Warmzone will not be liable for any losses or damages based on technical support given by Warmzone or its agents.
4. Payment Terms. All payments for Product, taxes and shipping under this agreement are due in full prior to the shipment of Product. Pricing discounts, if any, based on volume require the purchase of the entire amount originally ordered to remain valid. Standard pricing will apply if less than the full order is purchased.
5. Securing Payment. Buyer agrees to pay in full prior to shipment using a check, certified funds, wire transfer or major credit card. Any amount not paid in full at the time of shipping will be subject to interest at 1.5% per month or 18% per annum. Buyer agrees to pay any outstanding balance within thirty (30) days of the date Product is shipped. If the Buyer defaults in his payment obligations, Buyer agrees to pay attorney fees, costs of court and costs of collection incurred at any time.
6. Tax. In addition to the price for Product, Buyer agrees to pay the amount of any excise, sales, use, or other taxes related to the Product on their sale, except where the Buyer shall provide Warmzone with a Tax Exemption Certificate applicable to the taxing authority.
7. Disclaimer. Warmzone & Manufacturer shall not be liable for any inaccuracies in estimates or projections made to Buyer. All calculations relied upon in connection with estimating the cost, power requirements, or other feasibility of the Product for a specific purpose must be made by an independent professional familiar with local rates, regulations, and laws. The specific Product sold to Buyer will be based on information provided by Buyer to Warmzone prior to Product delivery. Changes in plans, layouts, dimensions, construction, or other changes made after Product is ordered may require additional or different Products. Buyer is solely responsible for all additional costs associated with such changes including new Products, shipping, labor, etc. Warmzone & Manufacturer disclaim any liability for Product defect claims that are due to Product misuse, improper Product selection or misapplication, or damage to installed Product. Warmzone & Manufacturer make no warranty as to the design of the Product and will not assume responsibility for any damage or harm to buildings and/or individuals arising from Product misuse, installation, improper Product selection or application. In no case will Warmzone or Manufacturer be liable for any incidental, indirect, or consequential damages arising from the design or performance of the Product. Any and all damage caused to Manufacturer Products by Buyer, Contractor and/or other subcontractors must be reported to Manufacturer within 24 hours. Buyer agrees to provide all Product installation and operating information materials, supplied by Manufacturer, to all subcontractors who will perform work or have contact with Products. Buyer also agrees to enforce all necessary precautions and/or collection of damages to Products caused by self or others. Buyer will assume full liability for damage caused by self or subcontractor to Products. Installers of the Product, whether working under the Warmzone emblem or not, are independent contractors. Warmzone does not review, supervise, or control the work of such independent contractors nor does it have the ability to do so. You are solely responsible for selecting an installer for the Products and agree to assume all risks associated with such selection. You agree that Warmzone is not liable for any work performed by installers of the Product, whether such installers are recommended by Warmzone or not.
8. Controls. While some heating systems can operate safely without the use of thermostats or controls the use of thermostats or controls may improve energy efficiency. If thermostats or other controls are not purchased, buyer agrees that they were offered for purchase but declined.
9. Exclusions. Sale is for Product only. All other additional items including breakers and ancillary electrical supplies will need to be provided by others.
10. Integration Clause. There shall be no waiver, alteration, modification, or change of any of the provisions or terms and conditions, except in writing and signed by a duly authorized representative of Warmzone.
11. Returns. All Product returns must be authorized by Warmzone in writing. Authorization may be withheld, in Warmzone's reasonable discretion, based upon time, product, and other constraints. Buyer understands and agrees that customized systems cannot reasonably be reused or resold and therefore agrees that under no circumstances will customized systems be authorized for return or refund. Return periods vary based on Product purchased. For all Product, no returns will be authorized or accepted after 90 days from purchase date.
12. Repeat Orders. Your initial authorization and acknowledgement of these 'Standard Terms & Conditions of Sale' can be used for subsequent orders.
13. Restocking Fee. Once any portion of an order has been shipped from Manufacturer's facility, the entire sale is considered as complete and final. In the event the Buyer decides to return any Product to Manufacturer for a refund or for exchange, it is agreed that a 25% restocking fee will be charged based on the price that Buyer paid for the returned Product. Original and Return freight costs are paid by the Buyer. No C.O.D. shipments will be accepted. Upon receipt and inspection of the returned Product a refund will be issued minus the restocking fee.
14. Jurisdiction and Venue. Buyer agrees that this agreement shall be construed according to the laws of the State of Utah and in the event any legal action is undertaken for any reason that jurisdiction and venue shall be in the State of Utah, County of Salt Lake.

IN WITNESS WHEREOF, the Contractor and/or Buyer signifies their complete understanding and agreement to comply with the terms hereof by affixing their signatures on the appropriate location of the Warmzone agreement sheet and/or by email acknowledgement and/or by tendering payment and/or by providing a purchase order. Further, the signing, paying and/or ordering individual verifies that he/she is authorized to accept this agreement for and on behalf of the Buyer. This agreement is entered into by Contractor and/or Buyer with Warmzone.

MECHANICAL / PLUMBING

DUCTILE IRON PIPE & FITTINGS

PVC PIPE & FITTINGS

FIRE HYDRANT

CHECK VALVES

BUTTERFLY VALVES

AIR RELIEF VALVE

SURGE RELIEF VALVE

24" SLIDE GATE w/HANDWHEEL

FERGUSON WATERWORKS

COST PROPOSAL 5/5/22



LOCATION: DENVERWW
WAREHOUSE: 1116
17655 E 25TH DR
AURORA, CO 80011-4625

Phone: 720-859-3060
Fax: 303-366-0215

WMD - Arvada - Canyon Pines PS 60%

Job Location: Arvada, CO - Project Spec
Bid Date: 05/05/2022
Bid Time: 5:00PM
Estimate Number: BMTN20220200000758
Addendum:

Job Notes:

- 01) 60% Design
- 02) No domestic requirement found. Quoting import materials.
- 03) Quoting per City of Arvada Specs where applicable.
- 04) All steel pipe and cathodic protection by others.

01) Site Piping
01) 12" Discharge to Proposed Water Line

Qty	UM	Description / Comments	Bid Price	Ext Price
140	FT	12 C900 DR18 PVC Gasket Joint Blue Pipe	\$60.56	\$8,478.40
6	EA	12 RIEBERLOK GSKT SBR C900	\$192.80	\$1,156.80
500	M	12 Gauge 500 FT Irrigation Underground Feeder WIRE Blue	\$367.54	\$183.77
1	EA	29 X 220 Clear PERF 8.8 MIL Polywrap	\$146.93	\$146.93
5	EA	2 X 100 10 MIL Pipe Wrap Tape	\$5.75	\$28.75
1	EA	12 X 8 EXT Range Coupling 12.70-14.41	\$334.37	\$334.37
1	EA	12 Joint Restraint DEV C900 BLUE BLT (Connect to M11 Harness by Steel Supplier)	\$300.98	\$300.98
1	EA	12 Mechanical Joint C153 Tee Less Accessories	\$646.80	\$646.80
1	EA	12 X 12 Mechanical Joint C153 Long Sleeve Less Accessories	\$354.90	\$354.90
5	EA	12 PVC Wedge Restraint Gland *ONELOK E-COAT	\$198.95	\$994.75
5	EA	12 MJ CORTEN Blue BLT & Gasket Kit	\$62.00	\$310.00

01) 12" Discharge to Proposed Water Line: \$12,936.45
01) 6" Hydrant Lateral

Qty	UM	Description / Comments	Bid Price	Ext Price
40	FT	6 C900 DR18 PVC Gasket Joint Blue Pipe	\$16.73	\$669.20
1	EA	6 RIEBERLOK GSKT SBR C900	\$56.51	\$56.51
1	EA	6 Mechanical Joint Ductile Iron Resilient Wedge Open Left GATE Valve Less Accessories	\$955.69	\$955.69
1	EA	#160 BASE FOR 3PC VBX	\$98.00	\$98.00
1	EA	24 EXT 30 BOTTOM SCREW MID SECTION	\$59.50	\$59.50
1	EA	26 SCREW VBX TOP ONLY	\$58.33	\$58.33
1	EA	5-1/4 STD VBX CVR WATER SHORT	\$19.25	\$19.25
1	EA	5-1/4 VO WB67 HYD 5'0 L/A OR ARVAD	\$4,284.52	\$4,284.52
1	EA	CATHODIC MINI TEST STN	\$48.42	\$48.42
2	EA	6 PVC Wedge Restraint Gland *ONELOK E-COAT	\$67.61	\$135.22
3	EA	6 MJ CORTEN Blue BLT & Gasket Kit	\$56.05	\$168.15

01) 6" Hydrant Lateral: \$6,552.79
02) 8" Intake Piping (Unclear)

Qty	UM	Description / Comments	Bid Price	Ext Price
20	FT	8 C900 DR18 PVC Gasket Joint Blue Pipe	\$28.68	\$573.60
1	EA	8 X 7 WIDE Range Coupling 8.40-9.75	\$222.68	\$222.68
1	EA	8 Joint Restraint DEV C900 BLUE BLT (Connect to M11 Harness by Steel Supplier)	\$172.94	\$172.94
1	EA	8 X 12 Mechanical Joint C153 Long Sleeve Less Accessories	\$220.50	\$220.50
1	EA	8 X 6 Mechanical Joint C153 Swivel Tee Less Accessories	\$312.90	\$312.90
4	EA	8 PVC Wedge Restraint Gland *ONELOK E-COAT	\$99.95	\$399.80
4	EA	8 MJ CORTEN Blue BLT & Gasket Kit	\$40.66	\$162.64

02) 8" Intake Piping (Unclear): \$2,065.06
01) Site Piping: \$21,554.30

02) Pump Station Piping
01) Intake

Qty	UM	Description / Comments	Bid Price	Ext Price
2	EA	8" Flanged AWWA 150B BFV w/ Gear & Nut (Submerged 12ft full time)	\$1,181.25	\$2,362.50
2	EA	15 Valve Stem Extension	\$414.07	\$828.14
2	EA	Sealed Floor Box	\$705.43	\$1,410.86
2	EA	Position Indicators for Floor Box	\$416.57	\$833.14
9	EA	8 150# 316 Bolt Kit With NUT	\$66.05	\$594.45
9	EA	8 150# 1/8 EPDM Flat Face Gasket	\$13.20	\$118.80
3	EA	12 - 17 STD PIPE SUPP MED 304 SS *Z	\$452.97	\$1,358.91
24	EA	LS-475 LINK Sealant With Stainless Steel NUT & BLT 1.00 EA - 8 IPS Thru 10 Non-Metalic Sleeve / Double Seal	\$18.89	\$453.36
1	EA	12 X 10 Non-Metalic Sleeve W/SR	\$192.00	\$192.00
1	EA	24" Slide Gate w/ HW Operator & 12ft Extension	\$18,691.67	\$18,691.67

01) Intake: \$26,843.83
02) Discharge

Qty	UM	Description / Comments	Bid Price	Ext Price
2	EA	10" Flanged Swing Check Valve	\$2,607.14	\$5,214.28
2	EA	6" Flanged Swing Check Valve	\$1,064.29	\$2,128.58
2	EA	10" Flanged AWWA 150B BFV w/ Gear & HW	\$1,543.75	\$3,087.50
2	EA	6" Flanged AWWA 150B BFV w/ Gear & HW	\$1,068.75	\$2,137.50
3	EA	12 Restrained Dismantling Joint w/ Std B&N	\$1,398.65	\$4,195.95
2	EA	10 Restrained Dismantling Joint w/ Std B&N	\$1,048.98	\$2,097.96
2	EA	6 Restrained Dismantling Joint w/ Std B&N	\$599.42	\$1,198.84
5	EA	2 Combination Air Vac Valve	\$564.63	\$2,823.15
10	EA	2 X 4 Galvanized Steel Nipple	\$7.72	\$77.20
5	EA	Lead Law Compliant 2 BRS 600# WOG THRD 2PC FP	\$106.19	\$530.95
4	EA	18 - 26 HD PIPE SUPP MED 304 SS *Z	\$842.44	\$3,369.76
15	EA	12 Zinc 150# A307A Flange Bolt Kit	\$31.53	\$472.95
15	EA	12 150# 1/8 EPDM Flat Face Gasket	\$21.95	\$329.25
14	EA	10 Zinc 150# A307A Flange Bolt Kit	\$30.32	\$424.48
14	EA	10 150# 1/8 EPDM Flat Face Gasket	\$18.75	\$262.50
14	EA	6 Zinc 150# A307A Flange Bolt Kit	\$17.46	\$244.44
14	EA	6 150# 1/8 EPDM Flat Face Gasket	\$12.22	\$171.08
34	EA	LS-475 LINK Sealant With Stainless Steel NUT & BLT 1.00 EA - 12 IPS Thru 10 Non-Metalic Sleeve / Double Seal	\$18.89	\$642.26
1	EA	16 X 10 Non-Metalic Sleeve W/SR	\$326.19	\$326.19

02) Discharge: \$29,734.82
03) Vent

Qty	UM	Description / Comments	Bid Price	Ext Price
80	EA	LS-475 LINK Sealant With Stainless Steel NUT & BLT 4.00 EA - 6 IPS Thru 18 Non-Metalic Sleeve / Double Seal	\$18.89	\$1,511.20
4	EA	10 X 18 Non-Metalic Sleeve W/SR (4-6 WEEKS)	\$283.67	\$1,134.68

03) Vent: \$2,645.88

04) Transfer Sump

Qty	UM	Description / Comments	Bid Price	Ext Price
2	EA	2HP 1PH 200V GRIND PUMP	\$1,692.80	\$3,385.60
40	C	1-1/4 X 20 FT PVC Schedule 80 BE Pipe	\$181.92	\$72.77
2	EA	1-1/4 PVC Schedule 80 Slip X Male Adapter	\$7.62	\$15.24
2	EA	1-1/4 PVC Schedule 80 Slip X Slip 90 Elbow	\$5.85	\$11.70

04) Transfer Sump: ~~\$3,485.31~~

02) Pump Station Piping: \$62,709.84

Net Total: \$84,264.14

Tax Excluded

Grand Total: \$84,264.14

Quoted prices are based upon receipt of the total quantity for immediate shipment (48) hours. SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT THE TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE. CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Any reference to or incorporation of Executive Order 14042 and/or the EO-implementing Federal clauses (FAR 52.223 -99 and/or DFARS 252.223-7999) is expressly rejected by Seller and shall not apply as Seller is a materials supplier and therefore exempt under the Executive Order.

Due to current market conditions, ALL pricing is subject to change at the time of SHIPMENT. We cannot guarantee lead times on material and this quote represents pricing for the date of the quote only. Other job specific terms may be listed below.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

Standard Qualifications and Exemptions:

- 1.) Please call for pricing on any materials you may need not included in this scope. Material is not included in this quotation unless expressly listed.
- 2.) Buyer's sole and exclusive warranty (terms and conditions) is that provided by the products manufacturer.
- 3.) Ferguson Waterworks is pleased to offer Mechanical and / or Yard Piping drawings for this project as required: \$750 per sheet with (2) revisions if needed.
- 4.) The following items will be provided by others and are specifically excluded from this quotation unless a mutual agreement between Ferguson and contractor is otherwise reached. These excluded items are: (1) Spare parts. (2) any material not specifically referenced and priced in the above quotation; (3) all unistrut, supports & hangers for chemical piping; (4) all plumbing piping & fittings; (5) all concrete anchor bolts; (6) all temporary piping and materials for testing; (7) pipe diapers for steel; (8) Field Services; (9) Onsite training; (10) Classroom instruction.
- 5.) Valves are not considered equipment, we will not be providing manufacturer's representative for verification / written certification of proper installation, lubrication, alignment, etc.
- 6.) Manufacturer's standard electronic O&M data will be provided only. Any special O&M formatting can be provided at additional costs.
- 7.) This quotation is based upon Ferguson receiving an order for the complete bill of materials quoted herein, unless mutually

agreed upon otherwise. Once released by contractor & placed on order by Ferguson, all fabricated or non-stock items contained in this quotation are non-cancellable and non-returnable. Once released by contractor & placed on order by Ferguson, stock items that are returned by customer are subject to any restock fees imposed by manufacturer.

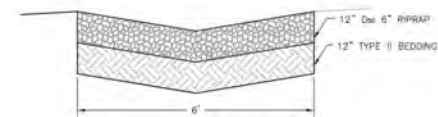
Job Terms:

adjust grading at retaining wall

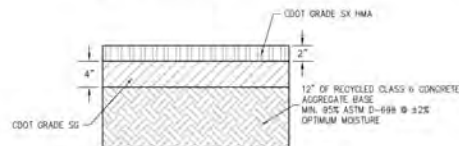
LOT 8
CANYON PINES SUB
(REC. NO. 2017059646)

PANEL NO. 20-182-00-004
DEMIGRILLAGE RESOURCES LLC

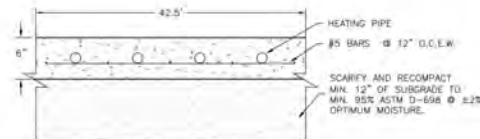
UNION PACIFIC RAILROAD



PROPOSED RIPRAP



PROPOSED ASPHALT SECTION



PROPOSED HEATED CONCRETE PAD SECTION

APPROVED
CITY OF ARVADA, COLORADO

BY: _____ DATE: _____ PROJECT NO. _____

CITY ENGINEER

Review if 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.



ISSUED FOR 60% REVIEW

J&T Consulting, Inc.

Canyon Pines Pump Station

City of Arvada

REVISIONS

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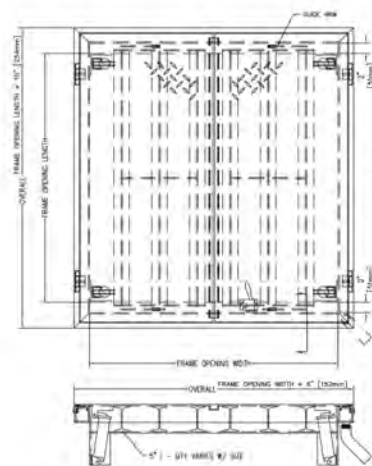
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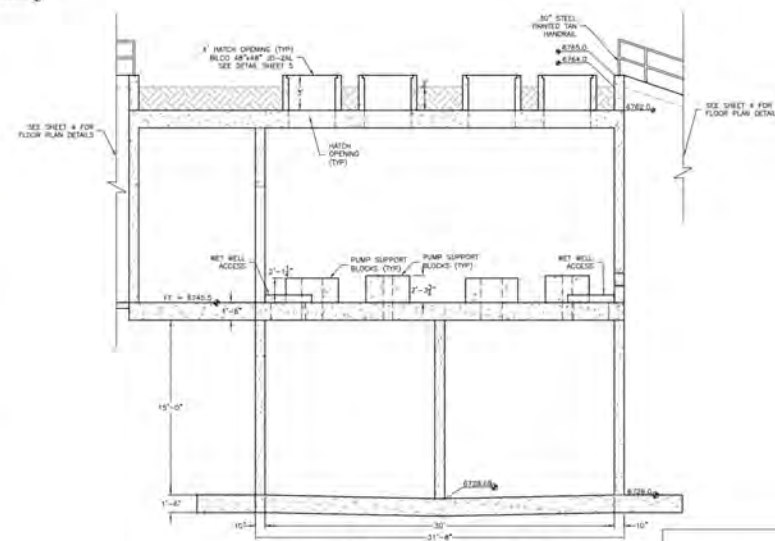
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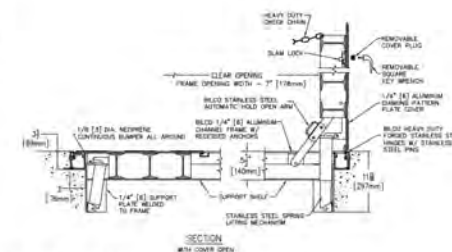
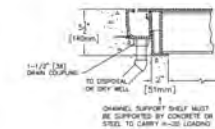


BILCO 48" JD-2AL HATCH
SCALE 1" = 1'-0"



PUMP STATION SECTION B-B
SCALE 3/16" = 1'-0"

BILCO
TYPE JD-ALH20
SIDEWALK DOOR



APPROVED
OF ARVADA, COLORADO

BY: _____ DATE: _____ PROJECT NO. _____
CITY ENGINEER

Review is for general compliance with the City of Arvada "Engineering Code and 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 preparing these Plans. The City does not accept liability for facilities designed by others.

ISSUED FOR 60% REVIEW

Canyon Pines Pump Station

City Of Arvada

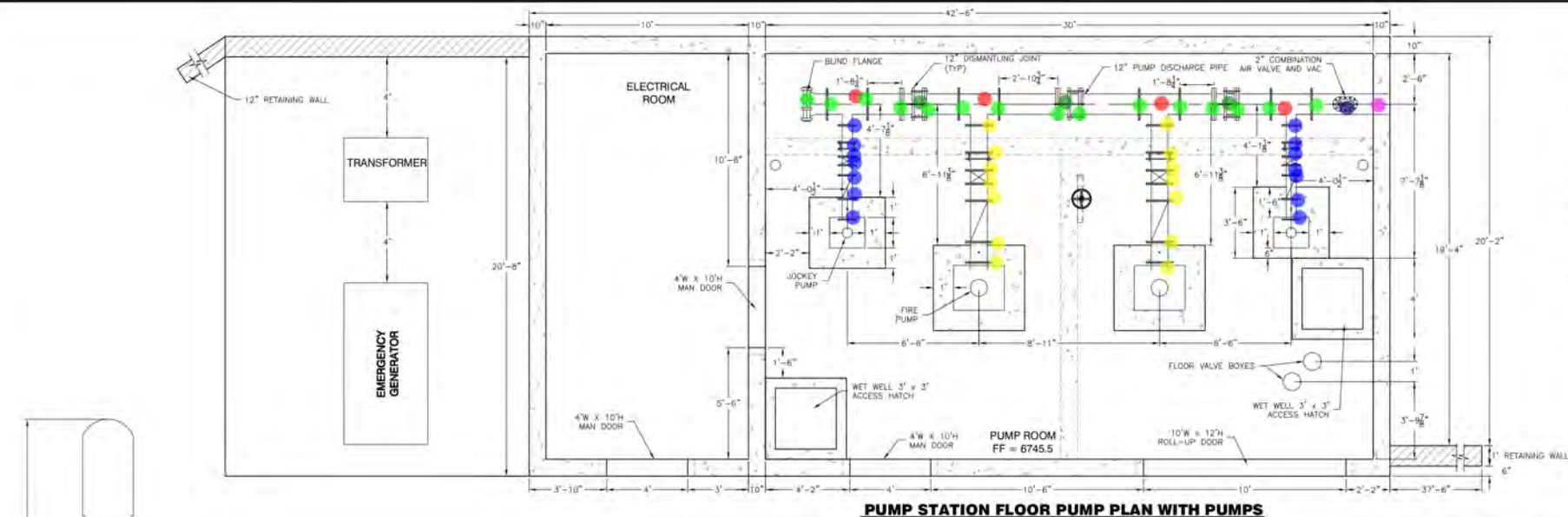
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No	Date	Ety	Chai

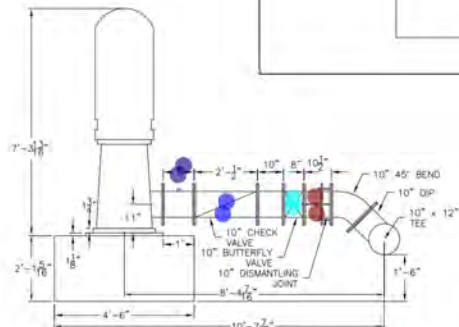
Job # 21117
Date
Order # W55
Despatched By W55
Despatched By TPV
File CP:root plans.dwg
Scale As Shown
Sheet: of
5

J&T Consulting, Inc.
305 Denver Avenue - Suite D
Fort Lupton, CO 80621
PE: 303-857-6222 Fax: 303-857-6224
www.jtconsulting.com

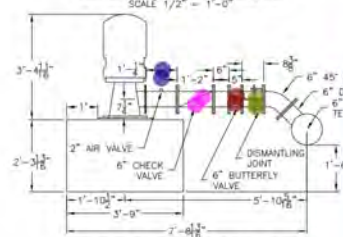
Pump Station Sections



PUMP STATION FLOOR PUMP PLAN WITH PUMPS
SCALE 3/16" = 1'-0"



FIRE PUMP SECTION
SCALE 1/2" = 1'-0"



JOCKEY PUMP SECTION
SCALE 1/2" = 1'-0"

APPROVED
CITY OF ARVADA, COLORADO

BY: _____ DATE: _____ PROJECT NO. _____
CITY ENGINEER

Review I 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.

- 8" Flanged AWWA 150B BFV w/ Gear & Nut (Submerged 12ft full ti... 2.0 EA
- 10" Flanged Swing Check Valve 2.0 EA
- 6" Flanged Swing Check Valve 2.0 EA
- 10" Flanged AWWA 150B BFV w/ Gear & HW 2.0 EA
- 6" Flanged AWWA 150B BFV w/ Gear & HW 2.0 EA
- 10 Restrained Dismantling Joint w/ Std B&N 2.0 EA
- 12 Restrained Dismantling Joint w/ Std B&N 3.0 EA
- 6 Restrained Dismantling Joint w/ Std B&N 2.0 EA
- 2 Combination Air Vac Valve 5.0 EA
- 12 - 17 STD PIPE SUPP MED 304 SS *Z 3.0 EA
- 8 IPS Thru 10 Non-Metalic Sleeve / Double Seal 1.0 EA
- 18 - 26 HD PIPE SUPP MED 304 SS *Z 4.0 EA
- 12 Zinc 150# A307A Flange Bolt Kit 15.0 EA
- 10 Zinc 150# A307A Flange Bolt Kit 14.0 EA
- 6 Zinc 150# A307A Flange Bolt Kit 14.0 EA
- 12 IPS Thru 10 Non-Metalic Sleeve / Double Seal 1.0 EA

PUMP STATION WET WELL PUMP PLAN
SCALE 3/16" = 1'-0"

WET WELL

WET WELL

WET WELL

WET WELL

WET WELL

WET WELL

WET WELL

WET WELL

WET WELL

WET WELL

WET WELL

WET WELL

WET WELL

ISSUED FOR 60% REVIEW

J&T Consulting, Inc.
305 Denver Avenue - Suite D
Fort Lupton, CO 80021
PH: 303-887-6222 FAX: 303-887-4224
www.jandtconsulting.com

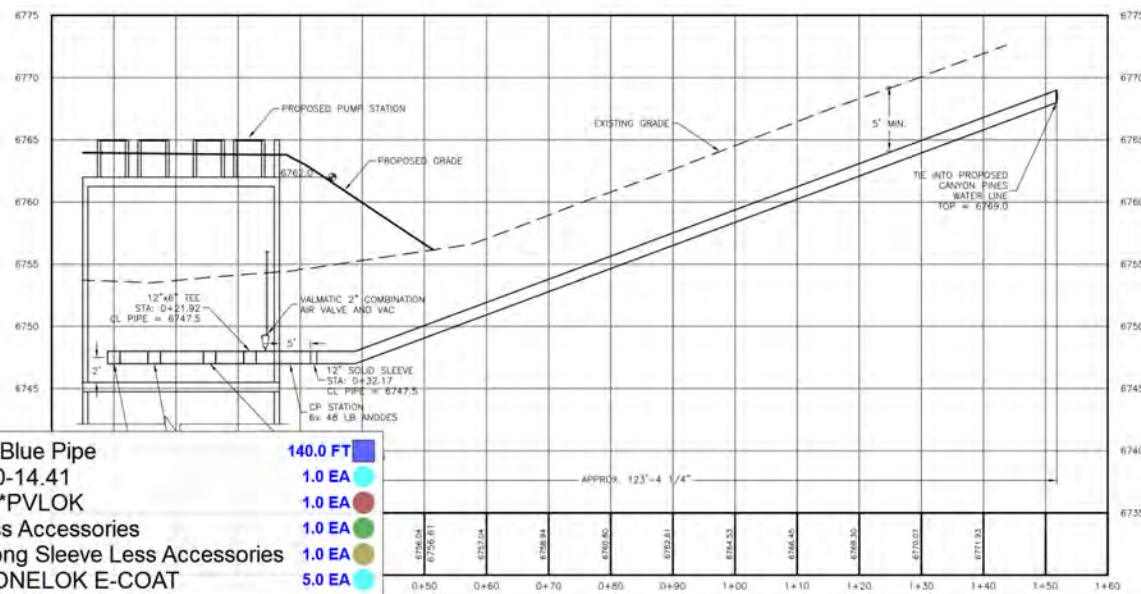
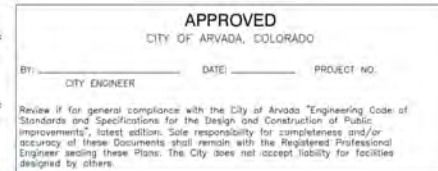
Canyon Pines Pump Station

City of Arvada

NO.	DATE	BY	CHK	DESCRIPTION

Job #: 21117
Date: _____
Drawn By: WSS
Checked By: WSS
Project #: 1117
File: CP-floor plans.dwg
Scale: As Shown

Sheet: _____ of _____





LOCATION: DENVERWW
WAREHOUSE: 1116
17655 E 25TH DR
AURORA, CO 80011-4625

Phone: 720-859-3060
Fax: 303-366-0215

WMD - Arvada - Ranson PS 60%

Job Location: Arvada, CO - Project Spec
Bid Date: 05/06/2022
Bid Time: 5:00PM
Estimate Number: BMTN20220200000759
Addendum:

Job Notes:

- 01) 60% Design
- 02) No domestic requirement found. Quoting import materials.
- 03) Quoting per City of Arvada Specs where applicable.
- 04) All steel pipe and cathodic protection by others.

01) Site Piping
01) Intake

Qty	UM	Description / Comments	Bid Price	Ext Price
800	FT	8 C900 DR18 PVC Gasket Joint Blue Pipe	\$28.68	\$22,944.00
39	EA	8 RIEBERLOK GSKT SBR C900	\$98.96	\$3,859.44
1	EA	18X220 Clear PERF 8.8 MIL Polywrap	\$90.84	\$90.84
5	EA	2 X 100 10 MIL Pipe Wrap Tape	\$5.75	\$28.75
500	M	12 Gauge 500 FT Irrigation Underground Feeder WIRE Blue	\$367.54	\$183.77
2	EA	3 M DBR/Y-6 Direct BURY SPLICE Kit	\$6.48	\$12.96
2	EA	CATHODIC MINI TEST STN	\$48.42	\$96.84
1	EA	8 X 7 WIDE Range Coupling 8.40-9.75	\$215.00	\$215.00
1	EA	8 Joint Restraint DEV C900 BLUE BLT (Connect to M11 Harness by Steel)	\$160.59	\$160.59
1	EA	8 Mechanical Joint C153 Tee Less Accessories	\$324.80	\$324.80
1	EA	8 Mechanical Joint C153 90 BEND Less Accessories	\$218.40	\$218.40
1	EA	8 Mechanical Joint C153 45 BEND Less Accessories	\$178.50	\$178.50
7	EA	8 PVC Wedge Restraint Gland *ONELOK E-COAT	\$72.76	\$509.32
7	EA	8 MJ CORTEN Blue BLT & Gasket Kit	\$40.66	\$284.62

01) Intake: \$29,107.83
02) Discharge

Qty	UM	Description / Comments	Bid Price	Ext Price
20	FT	8 CL52 Cement Lined Ductile Iron FASTITE Pipe	\$39.45	\$789.00
1	EA	8 X 7 WIDE Range Coupling 8.40-9.75	\$215.00	\$215.00
1	EA	8 JT REST DEV DIP BLUE BLT (Connect to M11 Harness by Steel supplier)	\$158.63	\$158.63
1	EA	8 X 12 Mechanical Joint C153 Long Sleeve Less Accessories	\$220.50	\$220.50
2	EA	8 DIP Wedge Restraint Gland *ONELOK E-COAT	\$56.99	\$113.98
2	EA	8 MJ CORTEN Blue BLT & Gasket Kit	\$40.66	\$81.32

02) Discharge: \$1,578.43
01) Site Piping: \$30,686.26

02) Pump Station Piping
01) Intake

Qty	UM	Description / Comments	Bid Price	Ext Price
3	EA	6 150# Flanged Butterfly Valve w/ Gear & Handwheel	\$1,068.75	\$3,206.25
3	EA	6 Restrained Dismantling Joint w/ Std B&N	\$599.42	\$1,798.26
3	EA	6 150# Stainless Steel 316 Bolt Kit With NUT	\$34.02	\$102.06
3	EA	6 150# 1/8 EPDM Flat Face Gasket	\$12.22	\$36.66
15	EA	6 Zinc 150# A307A Flange Bolt Kit	\$17.46	\$261.90
15	EA	6 150# 1/8 EPDM Flat Face Gasket	\$12.22	\$183.30
3	EA	5 Zinc 150# A307A Flange Bolt Kit	\$17.46	\$52.38
3	EA	5 150# 1/8 EPDM Flat Face Gasket	\$12.22	\$36.66
3	EA	12 - 17 Standard Pipe SUPP Medium CRADLE	\$136.00	\$408.00

01) Intake: \$6,085.47
02) Discharge

Qty	UM	Description / Comments	Bid Price	Ext Price
3	EA	6 150# Flanged Butterfly Valve w/ Gear & Handwheel	\$1,068.75	\$3,206.25
3	EA	6 150# Flanged Check Valve	\$1,064.29	\$3,192.87
1	EA	2 Combination Air Vac Valve	\$564.63	\$564.63
1	EA	2 X 4 Galvanized Steel Nipple	\$7.72	\$7.72
1	EA	Lead Law Compliant 2 BRS 600# WOG THRD 2PC FP	\$106.19	\$106.19
3	EA	6 Restrained Dismantling Joint w/ Std B&N	\$599.42	\$1,798.26
2	EA	8 150# 316 Bolt Kit With NUT	\$66.05	\$132.10
2	EA	8 150# 1/8 EPDM Flat Face Gasket	\$13.20	\$26.40
8	EA	8 Zinc 150# A307A Flange Bolt Kit	\$17.74	\$141.92
8	EA	8 150# 1/8 EPDM Flat Face Gasket	\$13.20	\$105.60
15	EA	6 Zinc 150# A307A Flange Bolt Kit	\$17.46	\$261.90
15	EA	6 150# 1/8 EPDM Flat Face Gasket	\$12.22	\$183.30
3	EA	4 Zinc 150# A307A Flange Bolt Kit	\$10.82	\$32.46
3	EA	4 150# 1/8 EPDM Flat Face Gasket	\$9.25	\$27.75
6	EA	12 - 17 Standard Pipe SUPP Medium CRADLE	\$136.00	\$816.00

02) Discharge: \$10,603.35
02) Pump Station Piping: \$16,688.82
Net Total: \$47,375.08
Tax Excluded
Grand Total: \$47,375.08

Quoted prices are based upon receipt of the total quantity for immediate shipment (48) hours. SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT THE TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE. CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Any reference to or incorporation of Executive Order 14042 and/or the EO-implementing Federal clauses (FAR 52.223 -99 and/or DFARS 252.223-7999) is expressly rejected by Seller and shall not apply as Seller is a materials supplier and therefore exempt under the Executive Order.

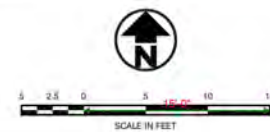
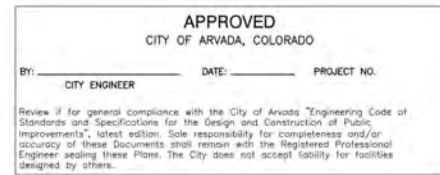
Due to current market conditions, ALL pricing is subject to change at the time of SHIPMENT. We cannot guarantee lead times on material and this quote represents pricing for the date of the quote only. Other job specific terms may be listed below.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

Standard Qualifications and Exemptions:

- 1.) Please call for pricing on any materials you may need not included in this scope. Material is not included in this quotation unless expressly listed.
- 2.) Buyer's sole and exclusive warranty (terms and conditions) is that provided by the products manufacturer.
- 3.) Ferguson Waterworks is pleased to offer Mechanical and / or Yard Piping drawings for this project as required: \$750 per sheet with (2) revisions if needed.
- 4.) The following items will be provided by others and are specifically excluded from this quotation unless a mutual agreement between Ferguson and contractor is otherwise reached. These excluded items are: (1) Spare parts. (2) any material not specifically referenced and priced in the above quotation; (3) all unistrut, supports & hangers for chemical piping; (4) all plumbing piping & fittings; (5) all concrete anchor bolts; (6) all temporary piping and materials for testing; (7) pipe diaphers for steel; (8) Field Services; (9) Onsite training; (10) Classroom instruction.
- 5.) Valves are not considered equipment, we will not be providing manufacturer's representative for verification / written certification of proper installation, lubrication, alignment, etc.
- 6.) Manufacturer's standard electronic O&M data will be provided only. Any special O&M formatting can be provided at additional costs.
- 7.) This quotation is based upon Ferguson receiving an order for the complete bill of materials quoted herein, unless mutually agreed upon otherwise. Once released by contractor & placed on order by Ferguson, all fabricated or non-stock items contained in this quotation are non-cancellable and non-returnable. Once released by contractor & placed on order by Ferguson, stock items that are returned by customer are subject to any restock fees imposed by manufacturer.

Job Terms:



MECHANICAL / PLUMBING

STEEL PIPE & FITTINGS

**UTILITY COATINGS & FABRICATION
COST PROPOSAL 5/6/22**



UTILITY COATINGS & FABRICATION, INC.

5481 WEST BAGLEY PARK ROAD WEST JORDAN, UTAH 84088

PHONE: (801) 280-1930

TOLL FREE: 800-419-1930

FAX: (801) 280-1732

Quote No. 22-281

May 6th, 2022

Filanc Construction

Attn: Justin Whitaker

Ref: Arvada Ransom & Canyon Pines
Pump Station Improvements

We are pleased to quote you the following prices:

Ransom Pump Station

1 – Lot

To Include:

\$ 38,791.00 Lot

- 3 – 6" x 4" sch40 Flange x Flange Reducer – Epoxy
Lined and Coated
- 3 – 6" x 2'-6" sch40 Flange x Flange Spool – Epoxy
Lined and Coated
- 3 – 6" x 1'-0" sch40 Flange x Flange Spool – Epoxy
Lined and Coated
- 3 – 6" sch40 Flange x Flange LR 90° Ell – Epoxy
Lined and Coated
- 3 – 6" x 6'-0" (6-5/8" OD) Sch40 Flange x Flange
Spool – Cement Lined and Epoxy Coated
(Goes Underground)
- 1 – 8" x 21'-4" (8-5/8" OD) sch40 Flange x Flange
Intake Spool w/ (3) 6" Flange Tee Outlets – Cement
Lined and Epoxy Coated (Underground)
- 3 – 6" x 3" sch40 Flange x Flange Concentric Reducer –
Epoxy Lined and Coated
- 3 – 6" x 1'-6" sch40 Flange x Flange Spool – Epoxy
Lined and Coated
- 3 – 6" x 0'-6" sch40 Flange x Flange Spool – Epoxy
Lined and Coated
- 3 – 8" x 6" sch40 Flanged Tee – Epoxy Lined and Coated
- 2 – 8" x 4'-6" sch40 Flange x Flange Spool – Epoxy Lined
and Coated
- 1 – 8" x 1'-0" sch40 Flange x Flange Spool w/ 2" TOL –
Epoxy Lined and Coated
- 1 – 8" sch40 Flange x Flange 90° Ell – Epoxy Lined and
Coated
- 1 – 8" x 11'-6" (8-5/8" OD) sch40 Flange x Flange Spool –
Cement Lined and Epoxy Coated (Goes Underground)

Page 1 of 3

*** STRUCTURAL STEEL & PIPE FABRICATION ***

EPOXY COATING & LINING * CEMENT COATING & LINING



UTILITY COATINGS & FABRICATION, INC.

5481 WEST BAGLEY PARK ROAD WEST JORDAN, UTAH 84088

PHONE: (801) 280-1930

TOLL FREE: 800-419-1930

FAX: (801) 280-1732

Arvada Ranson & Canyon Pines

Pump Station Improvements

Page 2 of 3

1 – 8" (8-5/8" OD) sch40 Flange x Flange LR 90° Ell –
Cement Lined and Epoxy Coated
(Underground)

1 – 8" x 5'-0" (8-5/8" OD) sch40 Flange x Flange Spool –
Cement Lined and Epoxy Coated
(Underground)

Canyon Pines Pump Station

1 – Lot

To Include:

\$ 24,049.00 Lot

2 – 6" x 1'-1" sch40 Flange x Flange Spool w/ 2" TOL –
Epoxy Lined and Coated

2 – 6" x 0'-6" sch40 Flange x Flange Spool – Epoxy
Lined and Coated

2 – 6" sch40 Flange x Flange 45° Bend – Epoxy Lined
and Coated

2 – 12" x 6" Std. Flanged Tee – Epoxy Lined and Coated

2 – 12" x 10" Std. Flanged Tee – Epoxy Lined and Coated

4 – 12" x 1'-9" Std. Flange x Flange Spool – Epoxy
Lined and Coated

1 – 12" x 1'-0" Std. Flange x Flange Spool – Epoxy Lined
and Coated

1 – 12" 150# FF Blind Flange – Epoxy Coated
Shipped Loose

1 – 12" x 4'-6" Std. Flange x PE Spool w/ (2) 2" TOL –
Epoxy Lined and Coated

1 – 12" 150# FF Slip On Flange – Epoxy Coated
Shipped Loose



UTILITY COATINGS & FABRICATION, INC.

5481 WEST BAGLEY PARK ROAD WEST JORDAN, UTAH 84088

PHONE: (801) 280-1930

TOLL FREE: 800-419-1930

FAX: (801) 280-1732

Arvada Ranson & Canyon Pines

Pump Station Improvements

Page 3 of 3

Notes and Terms & Conditions:

1. A purchase order is required to begin shop drawings. Shop drawings & submittals are included as part of this quotation; however, **we will require a separate line item for submittals on the purchase order that will be 10% of all items on the purchase order.** The submittals will be invoiced once turned in.
2. Shop drawings and 1 revision is included in pricing. Any additional revisions will be invoiced at \$150.00 per hour.
3. Due to the uncertainty of the steel market, **prices are firm for 3 days only.** After 3 days, price is subject to change to match current steel market prices at time of purchase.
4. **Quoting Import Materials**
5. **"Written approval to purchase materials is required within 1 week of receiving a purchase order; otherwise, materials will be subject to re-quote at time of approval of shop drawings. As such, the purchaser is agreeing to pay for the raw materials after arrival at Utility Coatings & Fabrication yard".**
6. F.O.B. Arvada, CO (To be unloaded and installed by others)

We appreciate the opportunity to quote you on this project.

Fallon Rasmussen – Estimator

*** STRUCTURAL STEEL & PIPE FABRICATION ***

EPOXY COATING & LINING * CEMENT COATING & LINING

DOORS / FRAMES / HARDWARE

**COLORADO DOORWAYS
COST PROPOSAL 5/5/22**



5151 Bannock St. #17
Denver, CO 80216
Tel: 303-291-0900 Fax: 303-291-0113

Quote

Quote # : **482381**
Quote Date : **May 5, 2022**
Expiration Date : **Jun 4, 2022**

Customer:

JR Filanc Construction Company~
740 N Andreasen Drive
Escondido, California 760-941-7130

Ship To:

TBD
TBD
Colorado

Account Code : JRFILA
Terms : Net 30 Days
Customer Job # :
Salesperson : Ray Crabb, CDT
Order Name : Ranson Pump Station Budget

Purchase Order # :
Shipped Via : Our Truck

No Plans or Specs Available

<u>Qty</u>	<u>Product Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
1	4080 SGL 6 M 14 RK KD (H504; MW(8); WGPCS)	466.59	466.59
1	4080 1-3/4" HM E777T 16 RK F SSPU (CL; G11EO)	2,077.20	2,077.20
4	Hinges 5BB1HW 5 x 4 1/2 NRP 630	85.77	343.08
1	Exit Device 99L x 996L-R&V 425-SNB (QTY-2) 48" LHR US26D	2,087.95	2,087.95
1	Rim Cylinder 20-022 C KEYWAY 626	68.63	68.63
1	Closer 4040XP EDA AL	569.28	569.28
1	Kickplate 8400 8X46 US32D	69.13	69.13
1	Weatherstrip 303 ASTST 1 x 48" 2 x 96" TKSP8	86.17	86.17
1	Door Bottom 315 CN 48" TKSP8	23.18	23.18
1	Threshold 272 A 48"	53.79	53.79
Pre-Tax Total		:	5,845.00
4 - EXEMPT @0.00%		:	0.00
Quote Total		:	5,845.00

The above prices are quoted, subject to acceptance within 30 days and either credit approval by an officer of our company or acceptance of our COD terms and conditions. For COD customers, we require either 50% down with credit card or 100% down with check. The remaining 50% credit card payment will be required prior to delivery or installation services. State and local taxes are not included unless specifically noted. Full amount of invoice due when rendered - retainage not acceptable. On shipments made by common carrier consigned to the customer, all claims for damages in transit must be filed by consignee. We do not include cost of unloading, storage or protection of material at jobsite.

Accepted by: _____
Title: _____
Date: _____



5151 Bannock St. #17
Denver, CO 80216
Tel: 303-291-0900 Fax: 303-291-0113

Quote

Quote # : 482384
Quote Date : May 5, 2022
Expiration Date : Jun 4, 2022

Customer:

JR Filanc Construction Company~
740 N Andreasen Drive
Escondido, California 760-941-7130

Ship To:

TBD
TBD
Colorado

Account Code : JRFILA
Terms : Net 30 Days
Customer Job # :
Salesperson : Ray Crabb, CDT
Order Name : Canyon Pines Pump Station Budget
Purchase Order # :
Shipped Via : Our Truck

Qty Product Description

- 2 4080 SGL 6 M 14 RK KD (H504; WGPCS6E)
- 1 4080 SGL 6 M 16 CR KD (H504; WGPCS6E)
- 2 4080 1-3/4" HM E777T 16 RK F SSPU (CL; G11EO; TS 20)
- 6 4080 1-3/4" HM 707T 18 RK HG STY (CL; HG SPEC LOC)
- 3 Hinges 5BB1HW 5 x 4 1/2 NRP 630
- 2 Exit Device 99L x 996L-R&V 425-SNB (QTY-2) 48" LHR US26D
- 2 Rim Cylinder 20-022 C KEYWAY 626 (CMK MK)
- 3 Closer 4040 XP REG/PA ST-3596 TBSRT AL
- 1 Mortise Lockset L9010 06A LH 626
- 3 Kickplate 8400 8X46 US32D
- 2 Weatherstrip 303 ASTST 1 x 48" 2 x 96" TKSP8
- 2 Threshold 272 A 48"
- 2 Door Bottom 315 CN 48" TKSP8
- 3 Door Silencer SR64

Pre-Tax Total : 19,850.00
4 - EXEMPT @0.00% : 0.00
Quote Total : 19,850.00

The above prices are quoted, subject to acceptance within 30 days and either credit approval by an officer of our company or acceptance of our COD terms and conditions. For COD customers, we require either 50% down with credit card or 100% down with check. The remaining 50% credit card payment will be required prior to delivery or installation services. State and local taxes are not included unless specifically noted. Full amount of invoice due when rendered - retainage not acceptable. On shipments made by common carrier consigned to the customer, all claims for damages in transit must be filed by consignee. We do not include cost of unloading, storage or protection of material at jobsite.

Accepted by: _____

Title: _____

Date: _____

PERIMETER CHAINLINK FENCE & GATES

**COMMERCIAL FENCE & IRON WORKS
COST PROPOSAL 5/9/22**

From: A.J. Brown <aj@cfence.com>
Sent: Monday, May 9, 2022 3:26 PM
To: Tom Evans <TEvans@filanc.com>
Cc: Jared Hock <JHock@Filanc.com>
Subject: Re: Arvada Canyon Pines & Ranson Pump Station Improvements Project - RFP

Tom,

Reviewing the plans and the notes you inserted, seems straight forward.

\$18,000 installed. I did not figure any man lifts or fall protection.

A.J



A.J. Brown
Certified Fence Professional
Commercial Fence & Iron Works - CF Companies

303-805-2444 | aj@cfence.com

From: Tom Evans
Sent: Friday, April 29, 2022 9:04 AM
To: A.J. Brown <aj@cfence.com>
Cc: Jared Hock <JHock@filanc.com>
Subject: Arvada Canyon Pines & Ranson Pump Station Improvements Project - RFP

Good Morning AJ,

Filanc is negotiating the construction GMP with the City of Arvada for the Canyon Pines & Ranson Pump Station Improvements Project (2 sites / pump stations). We currently have ~60% drawings, but no specs. There is chainlink fence at the Canyon Pines Pump Station site; see attached drawings. If we don't get any info, drawings, specs, etc. early next week, can you please provide budgetary pricing based on a "standard/typical" fence type for this application...something like what's referenced below and noted on the attached drawings:

~400LF TOTAL OF 8'H CHAINLINK FENCE (BURIED POST SECTION + ANCHORED POST SECTION):

- BURIED POST SECTION - APPROXIMATELY 255LF OF 8' TALL CHAINLINK FENCE INCLUDING 2-7/8"OD END POSTS, 2-3/8"OD LINE POSTS SET 10'OC, 1-3/8" TOP RAIL AND 9GA CHAINLINK FENCE WIRE FABRIC; INCLUDES BRACING ON THE CORNERS AND A 16' DOUBLE LEAF SWING GATE
- ANCHORED POST SECTION - APPROXIMATELY 145LF OF 8' TALL CHAINLINK FENCE...SAME STANDARD/TYPE AS BUIRED POST SECTION, JUST ANCHORED TO BACKSIDE OF RETAINING WALL/BUILDING 10'OC AND A 16' DOUBLE LEAF SWING GATE

Then you can reprice it once we have final/100% drawings/specs. We're requesting pricing by COB next Fri.May.6. I'll forward on any updated drawings, specs, info, etc. as we get it from the Engineer. Please let me know if you have any initial questions/comments.

Thank You,

Tom Evans

Project Manager

J.R. Filanc Construction Company, Inc.

455 W. 115th Ave, Suite 3

Northglenn, CO 80234

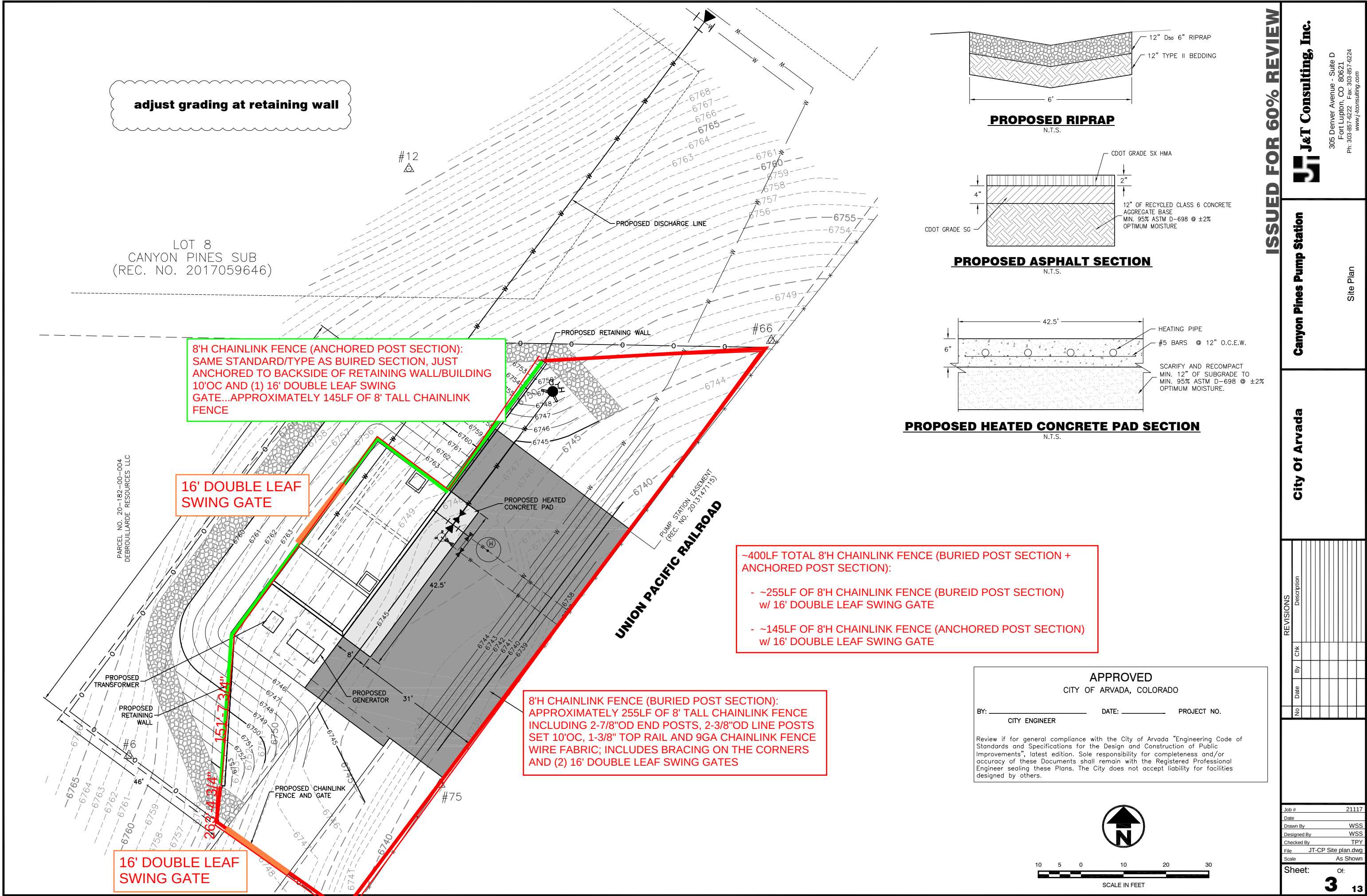
Cell (303) 870-9393

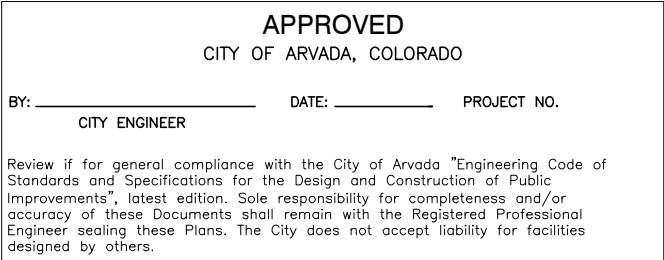
tevens@filanc.com

FILANC

Building It Better Together

P:\21117 Arvada Ranson Pump Station and Canyon Pines PS\Drawings\Plan Sheets\Canyon Pines\JT-CP Site plan.dwg, 3 Site Plan, 4/20/2022 8:41:06 AM





PAINT & COATINGS

COBLACO COST PROPOSAL 5/6/22

ADDED SCOPE/COST

**CANYON PINES - FLOOR SEALANT (PUMP ROOM & ELECTRICAL ROOM)
RANSON - FLOOR SEALANT (PUMP ROOM & ELECTRICAL ROOM)**



Friday, May 6, 2022

2022-04-27_6385

Tom Evans
JR Filanc
455 W 115th Ave, Northglenn, CO 80234, United States

(303) 870-9393
tevans@filanc.com

Re: Arvada Canyon Pines Pump Stations

Dear Justin,

Coblaco is pleased to submit the following quotation for the above referenced project. Coblaco will supply all equipment, labor, and material to perform the following scopes of work:

PRIOR TO START OF WORK:

- Prior to any execution of documents, scheduling and/or mobilization, please sign and return a copy of this quote to marcie@coblaco.com.
- The Contractor and Coblaco personnel shall conduct a pre-job meeting to discuss safety, schedule, and detailed scope prior to mobilization.
- Prior to start of work, a Contractor Supervisor and Coblaco personnel shall review the JSA and discuss any known or potential hazards related to the work site or specified scope.
- Personnel shall wear all proper PPE required for the specific task performed.

BID ITEMS:

Item	Description	QTY	Unit Price	Total Price
1	Wet Well Interior Waterproofing Media blast wet well interior surfaces per SSPC SP-13 to minimum ICRI CSPA-3. • Apply Two (2) coats of Xypex Concentrate per manufacturer's recommendation. Wet Well Exterior Damp proofing • Apply Two (2) coats of Masterseal 615 at 35 sq.ft per gallon. Wet Well Shop Primed Immersed Pipe Coating • Prepare shop primed pipe per SSPC SP-2. • Apply Two (2) coat of Duraplate 235 PW per manufacture's recommendation. Pump Station Shop Primed Pipe • Prepare shop primed pipe per SSPC SP-2.	1	\$54,046.84	\$54,046.84

Floor Sealant (Pump Room & Electrical Room) = \$8,000
Updated Total = \$62,046.84

• Apply one (1) coat of Macropoxy 646 per manufacture's recommendation. Exterior Concrete Coating • Apply one (1) Coat of Loxon XP per manufacturer's recommendations. • Apply one (1) coat of anti-graffiti 2K WB, per manufacturer's recommendations.			
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NOTES AND EXCLUSIONS:

- Quotation contingent on all bid items being awarded.
- Coblaco is an AMPP QP-1 & QP-2 Certified Contractor.
- Quotation excludes a bond. A bond can be provided for an additional 3% of quoted price.
- Quotation contingent on Ranson Pump Station contract being awarded to Coblaco.
- Quotation contingent on all pipe being shop primed.
- Quotation excludes any necessary heat or dehumidification to properly prepare, apply, and cure materials per manufacturer's recommendations.
- Quotation excludes any costs associated with unknown inspection requirements, including but not limited to procurement of unknown equipment and or materials, additional time or workforce needed to perform unknown inspections, or unknown quality reporting documentation.
- Any additional work or stand-by-time will be billed at Coblaco's current time and materials rate, unless otherwise specified prior to said work being performed.
- Quotation valid for thirty (30) days.
- Payment terms are net thirty (30) days from date of invoice with approved credit application.

TERMS & CONDITIONS:

The quote offered herein for the above-described scope of work supersedes and revokes any and all prior quotes, offers, understandings, or agreements between Buyer and Coblaco Services with respect to such scope of work, and renders all such prior quotes, offers, understandings, or agreements null and void.

Buyer agrees and acknowledges that the quote offered for the above-described scope of work is based solely on the facts and information provided by Buyer to Coblaco Services. By accepting the quote offered for this scope of work, Buyer represents and warrants that Buyer has made a full disclosure of any and all facts, circumstances, and information which may affect the quote offered herein and/or the scope of work. Buyer agrees that, in the event Buyer later expands its work requirements beyond the scope of work described herein, or if Coblaco Services later discovers or encounters information or circumstances not disclosed by Buyer which have the effect of expanding the scope of work, Coblaco Services reserves the right, in its sole discretion, to alter the amounts, terms, and conditions contained in its original quote. Further, Buyer acknowledges that any such increases set forth by Coblaco Services may not be proportionate to the expansion of the scope of work which necessitates such changes. In the event it becomes necessary for Coblaco Services to exercise its right to alter its original quote offered hereunder due to any change to or expansion of the scope of work, Buyer would have been required of Buyer had Coblaco Services completed the scope of work on the date Coblaco Services elected to cease all work.

An invoice will be issued upon completion of the work and not delivery date. Payment terms are net thirty (30) days from date of invoice with approved credit application. If no credit has been established, payment shall be COD and required at pick up. If the balance due is not received within thirty (30) days from the date of the invoice, late fees will then be applied. A service charge of 1½ percent per month will be assessed on all overdue invoices.

Should you have any questions or require additional clarification on any part of our quotation, please feel free to contact me at the phone number or email address below. We look forward to next steps as we work with you to maximize the value from this initiative.

Sincerely,



Chester Simmons
Sales & Marketing Coordinator
O 303 690 7148
E chester@coblaco.com
COBLACO.com



ACCEPTANCE OF QUOTATION/TERMS & CONDITIONS:

Customer Signature: _____ **Date:** _____



Friday, May 6, 2022

2022-05-05_6405

Tom Evans
JR Filanc
455 W 115th Ave, Northglenn, CO 80234, United States

(303) 870-9393
TEvans@filanc.com

Re: Arvada Ranson Pump Station

Dear Tom,

Coblaco is pleased to submit the following quotation for the above referenced project. Coblaco will supply all equipment, labor, and material to perform the following scopes of work:

PRIOR TO START OF WORK:

- Prior to any execution of documents, scheduling and/or mobilization, please sign and return a copy of this quote to marcie@coblaco.com.
- The Contractor and Coblaco personnel shall conduct a pre-job meeting to discuss safety, schedule, and detailed scope prior to mobilization.
- Prior to start of work, a Contractor Supervisor and Coblaco personnel shall review the JSA and discuss any known or potential hazards related to the work site or specified scope.
- Personnel shall wear all proper PPE required for the specific task performed.

BID ITEMS:

Item	Description	QTY	Unit Price	Total Price
1	Pump Station Shop Primed Pipe Coating • Prepare shop primed pipe prep per SSPC SP-2. • Apply one (1) coat of Macropoxy 646 per manufactures recommendation.	1	\$8,313.40	\$8,313.40
	Exterior Electrical Room Concrete Coating • Apply one (1) coat of Loxon XP per manufacturer's recommendation. • Apply one (1) coat of anti-graffiti 2K WB, per manufacturer's recommendations.			

NOTES AND EXCLUSIONS:

Floor Sealant (Pump Room & Electrical Room) = \$4,000
Updated Total = \$12,313.40

- Quotation contingent on all bid items being awarded.
- Coblaco is an AMPP QP-1 & QP-2 Certified Contractor.
- Quotation excludes a bond. A bond can be provided for an additional 3% of quoted price.

NOTES AND EXCLUSIONS (CONTINUED):

- Quotation contingent on Canyon Pines Pump Station contract being awarded to Coblaco.
- Quotation contingent on pipe being shop primed
- Quotation excludes any necessary heat or dehumidification to properly prepare, apply, and cure materials per manufacturer's recommendations.
- Quotation excludes any costs associated with unknown inspection requirements, including but not limited to procurement of unknown equipment and or materials, additional time or workforce needed to perform unknown inspections, or unknown quality reporting documentation.
- Any additional work or stand-by-time will be billed at Coblaco's current time and materials rate, unless otherwise specified prior to said work being performed.
- Quotation valid for thirty (30) days.
- Payment terms are net thirty (30) days from date of invoice with approved credit application.

TERMS & CONDITIONS:

The quote offered herein for the above-described scope of work supersedes and revokes any and all prior quotes, offers, understandings, or agreements between Buyer and Coblaco Services with respect to such scope of work, and renders all such prior quotes, offers, understandings, or agreements null and void.

Buyer agrees and acknowledges that the quote offered for the above-described scope of work is based solely on the facts and information provided by Buyer to Coblaco Services. By accepting the quote offered for this scope of work, Buyer represents and warrants that Buyer has made a full disclosure of any and all facts, circumstances, and information which may affect the quote offered herein and/or the scope of work. Buyer agrees that, in the event Buyer later expands its work requirements beyond the scope of work described herein, or if Coblaco Services later discovers or encounters information or circumstances not disclosed by Buyer which have the effect of expanding the scope of work, Coblaco Services reserves the right, in its sole discretion, to alter the amounts, terms, and conditions contained in its original quote. Further, Buyer acknowledges that any such increases set forth by Coblaco Services may not be proportionate to the expansion of the scope of work which necessitates such changes. In the event it becomes necessary for Coblaco Services to exercise its right to alter its original quote offered hereunder due to any change to or expansion of the scope of work by Buyer or by the discovery of additional facts or information affecting the scope of work, Coblaco Services shall communicate a revised quote to Buyer which is consistent with the expanded scope of work. Buyer may accept or reject the new quote not later than five (5) business days following the delivery of such revised quote to Buyer. In the event Buyer rejects such revised quote or fails to accept the revised quote by the deadline described above, Coblaco Services shall, in its sole discretion, elect to either continue the work for Buyer in accordance with the original quote offered and scope of work, or, in the alternative, cease all work. In the event Coblaco Services elects to cease all work, Buyer agrees and acknowledges that Coblaco Services is discharged from any and all obligations to Buyer with respect to the services to be performed in accordance with the original scope of work, and Buyer further agrees to reimburse Coblaco Services for any and all services actually performed, and costs actually incurred by Coblaco Services in connection with the original scope of work. Any such reimbursement owed to Coblaco Services by Buyer shall be paid in the same manner, and on the same schedule, as would have been required of Buyer had Coblaco Services completed the scope of work on the date Coblaco Services elected to cease all work.

An invoice will be issued upon completion of the work and not delivery date. Payment terms are net thirty (30) days from date of invoice with approved credit application. If no credit has been established, payment shall be COD and required at pick up. If the balance due is not received within thirty (30) days from the date of the invoice, late fees will then be applied. A service charge of 1½ percent per month will be assessed on all overdue invoices.

Should you have any questions or require additional clarification on any part of our quotation, please feel free to contact me at the phone number or email address below. We look forward to next steps as we work with you to maximize the value from this initiative.

Sincerely,



Chester Simmons
Sales & Marketing Coordinator
O 303 690 7148
E chester@coblaco.com
COBLACO.com



ACCEPTANCE OF QUOTATION/TERMS & CONDITIONS:

Customer Signature: _____ **Date:** _____

LANDSCAPING / SEEDING

**CDI LANDSCAPE
COST PROPOSAL 5/5/22**



To:	J.R. Filanc Construction	Contact:	Tom Evans
Address:	Northglenn, CO	Phone:	303-376-6337
		Fax:	
Project Name:	Arvada Canyon Pines & Ranson Pump Station Improvements Project	Bid Number:	
Project Location:	Hwy 72 And Plainview Rd., Arvada, CO	Bid Date:	5/5/2022
Addendum #:	0		

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Reclamation Mobilization	2.00	EACH	\$1,200.00	\$2,400.00
Hydroseed (Native) (\$175/ac Seed Mix) (No Tillage, No Amendments)	4.00	ACRE	\$1,150.00	\$4,600.00
Hydromulch (Wood Fiber 2000 Lb Per Acre With Tack)	4.00	ACRE	\$2,500.00	\$10,000.00

Total Bid Price: \$17,000.00

Notes:

- **This proposal will be subject to a change order for material price increases, if material market pricing escalates at the time of installation, from the date of proposal.**
- No erosion control devices are included in this proposal.
- This bid does not include erosion control blanket.
- This bid does not include wire backed or reinforced silt fence.
- This bid assumes that soil preparation can be performed utilizing standard agriculture equipment and does not include specialized equipment for use in rock, heavily compacted soils or frozen soils.
- This bid does not include rock / debris picking or removal, on or below grade. Rock picking if needed will be additional at T & M rates, upon request.
- This bid does not include organic amendments or fertilizer.
- On-site water source to be provided by others at no cost to CDI.
- This bid does not include maintenance or watering of seeded areas.
- CDI will Guarantee workmanship and that materials and methodology meet specifications for the dry land native seeding.
- This bid does not include soil import, soil export, soil placement, or grading.
- Deposits required by subs/suppliers of long-lead items will be passed through to the Contractor/Owner prior to placing orders.
- This bid does not include traffic control.
- This bid does not include engineering, permits or testing.
- This bid does not include surveying or layout.
- This bid does not include a bond. If required the rate is 2.5%
- The grade is to be delivered in a clean, weed-free condition at plus or minus one tenth of one foot.
- This bid does not include cutting, removal, or replacement of asphalt or concrete.
- Additional mobilizations will be charged at the unit price.
- Required job training. If required training is not disclosed at the time of estimate, labor time needed for training will be charged at a T&M rate.
- This bid is based on estimated quantities only. Final field measurements will apply at the above unit pricing.
- Bid is based on a 40 hour work week. If schedule is escalated/compressed, requiring CDI to work overtime, an additional 50% surcharge will apply to the hourly labor rates. If labor rates are not provided on original bid they will be supplied upon request of escalated schedule.
- Owner Controlled Insurance Program (OCIP) has not been included in this bid. If enrollment in an Owner Controlled Insurance Program (OCIP) is required, a deduction in contract value is not allowed.
- Any fees for billing or project management platforms such as Textura are not included in this proposal and will be billed as an additional cost to the project.
- The work in this bid is not subject to retention.
- **This proposal is good for 30 days following the date given on the proposal.**

Consolidated Divisions, Inc. dba CDI | ENVIRONMENTAL CONTRACTOR
An Equal Opportunity Employer

Payment Terms:

Payment due 30 days from invoice.



ENVIRONMENTAL CONTRACTOR

5585 W. Airport Rd
Sedalia, Colorado 80135

☎ 303.471.1522 📠 303.470.3197 ✉ sales@cdi-services.com

To: J.R. Filanc Construction Address: Northglenn, CO	Contact: Tom Evans Phone: 303-376-6337 Fax:
Project Name: Arvada Canyon Pines & Ranson Pump Station Improvements Project Project Location: Hwy 72 And Plainview Rd., Arvada, CO Addendum #: 0	Bid Number: Bid Date: 5/5/2022

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

**Consolidated Divisions, Inc Dba CDI
Environmental Contractors**

Authorized Signature: _____

Estimator: Sean Sloey
303-471-1522 seans@cdi-services.com

ELECTRICAL AND INSTRUMENTATION & CONTROLS

GUARANTEE ELECTRICAL CONSTRUCTION COST PROPOSAL 5/9/22

ADDED SCOPE/COST

INSTALL THE HEATED SLAB SYSTEM AT BOTH PUMP STATIONS (EMAIL)

UPDATED FIBER SCOPE/COST

**INSTALL 4,800-LF OF 4" PVC CONDUIT & FIBER w/INNERDUCTS AND 100-LF
BORING CASING w/SPACERS (EMAIL)**

May 9, 2022

J. R. Filanc Construction Company, Inc.
455 W 115th Ave
Northglenn, CO 80234

ATTN: Justin Whittaker

RE: City of Arvada – Canyon Pines and Ranson Pump Station – CMAR Budgets – **Revision 2**

Justin,

Thank you for the opportunity to provide our probable of electrical work of material and labor for the above referenced project. This is an important project to Guarantee as we have a good understanding of this project and offer the following qualifications and clarifications.

- Pricing
- Clarification, Inclusions and Exclusions

This proposal is based upon Construction Documents, Drawings dated April 2022. We will hold our pricing for sixty [60] days.

Electrical Bid
- Canyon Pines
- Ranson

Heated Slab System Installation Add:
Canyon Pines = \$16,649
Ranson = \$11,819

4" HDPE Conduit/Fiber Add:
Canyon Pines = \$0
Ranson = \$86,644

\$638,251.00
\$433,961.00

Updated Bid:
Canyon Pines = \$654,900
Ranson = \$532,424
Total Bid = \$1,187,324

Clarifications, Inclusions and Exclusions:

Temporary Power:

- Includes an allowance of \$5,000 for power to construction trailers, temporary construction power and lighting – Canyon Pines
- Construction trailers
 - 0 Figured for 3 – Construction Trailers and Owners Buildings
 - General Contractor – 1
 - Owner – N/A
 - Electrical – 1
 - Other Sub-contractors - 1
 - Sub-contractor trailers connections will be billed directly to each sub-contractor
- Temporary lighting and power included per OSHA Standards and ITB
- Construction temporary power will be provided utilizing a service from generators at Canyon and existing power source power source at Ranson
- Temporary lighting will be lit and will be maintained to OSHA standards throughout the project
- Each trade will be responsible for their task lighting and extension cords
- Maintenance and removal

Lighting:

- As indicated on drawings
- Canyon Pump Station
 - Utilized Ranson as a go by
- Ranson Pump Station
 - Electrical Room, 4 – fixtures to be the same as the pump room

General Power – Branch Circuitry:

- As indicated on drawings
- Canyon Pump Station
 - Utilized Ranson as a go by
- Ranson Pump Station
 - Electrical Room, 3 – new receptacle

Equipment – Mechanical / HVAC / Plumbing

- As indicated on drawings
- New All equipment is a single point connection, line voltage only
 - Disconnects, LCP and Control Stations
 - VFD's provided by others
- Canyon Pump Station
 - Utilized Ranson as a go by
 - Supply and Exhaust Fans and Unit Heater, Coffing Hoist and Motorized OHD, furnished and installed by others
- Ranson Pump Station
 - Electrical Room, Supply and Exhaust Fans and Unit Heater furnished and installed by others

Electrical Power Distribution:

- As indicated on drawings
- Canyon Pump Station
 - Utilized Ranson as a go by
 - Increased sizes from 800A to 1000A to accommodate actual loads
 - Generator – (Furnished by Others)
 - ATS – (Furnished by Others)
- Ranson Pump Station
 - New service and equipment to accommodate actual loads
 - Increased size from 800A to 1000A to accommodate new loads
 - Generator – (Furnished by Others)
 - ATS – (Furnished by Others)

Grounding Ring:

- As indicated on drawings
- Canyon Pump Station
 - Utilized Ranson as a go by
- Ranson Pump Station
 - Extension of existing to new Electrical Room

Lightning Protection:

- N/A

Instrumentation & Controls:

- As indicated on drawings
- Furnish and calibrations
- Start-up assistance
- Canyon Pump Station
 - Utilized Ranson as a go by
 - PLC
 - Flow Meter – 10"
 - Pressure Transmitter - 2
 - Fiber Optic cable between Canyon and Rason Pump Stations
- Ranson Pump Station
 - Relocation of existing PLC Cabinet
 - Extension of existing to new PLC Cabinet location
 - Flow Meter
 - Pressure Transmitter
 - Temperature Transmitter
 - Water on Floor Switch
 - Intrusion Switches
 - Radio Panel w/Solar Panel
 - Water Storage Tank
 - Level Transmitter and Element
 - Level Switches
 - Intrusion Switch

Demolition:

- Equipment will be rendered safe for removal and disposal by others
- Electrical equipment will be removed and disposed
- Owner will have 1st choice of salvage of electrical equipment
- Abandoned conduits
 - Surface will be capped and indicated as "Spare"
 - In slab will be capped and indicated as "Spare" or abandoned and plugged

Special Systems:

Security:

- As indicated on drawings

- o Canyon Pump Station
 - Utilized Ranson as a go by
 - Intrusion Switch
 - Man doors
 - Overhead Door
- o Ranson Pump Station
 - Intrusion Switch
 - Man doors
 - Overhead Door
- o WATER Storage Tank
 - Intrusion Switches

Clarifications:

1. Daily clean-up of our own "identifiable" debris to centrally located dumpsters, dumpsters to be furnished by others
2. Drinking water and Portlets to be furnished by others
3. Pricing based on normal Monday through Friday 7:00AM to 3:30PM hours and a 40-hour work week
4. Proposal is based upon a mutually acceptable contract; quotations are based on performing the work under an AIA or ASA agreement
5. Proposal is based upon a mutually acceptable schedule – 18 - month construction schedule
6. Commodity items are priced at today's closing price. Substantial fluctuation of commodity pricing prior to project award may require adjustment to project final pricing
7. Pricing does not include any specific costs or provision for dealing with the unknown impacts that COVID-19 may have on the project
8. Electrical Equipment Lead Times and Delays: At this current time, due to ongoing supply chain issues, we cannot validate equipment lead time or promise delivery dates of various electrical equipment and components. This may ultimately impact milestone dates and/or overall schedule. We will work to expedite the procurement process, so we are able to provide more reliable delivery information from our supplier partners and the factories

Inclusions:

1. Electrical Permits – (State/City/County TBD)
2. 1 Year Warranty
3. Fire stopping of conduit penetrations
4. Sleeves for electrical work
5. Hoist & lifts necessary to complete our work
6. Neta testing, short circuit and coordination studies and Arc Flash Study
7. Coordination Meetings
8. Confined Space requirements
9. Excavation, backfill, compaction, exporting, gravel, pot holing, concrete encasement and rebar associated with electrical ductbanks

Exclusions:

1. Bond, adder at 1%

2. Taxes (State, City, County, Use and Special)
3. Mechanical permits required for generator installations
4. Escalation cost for materials - .5% per month
5. Contingency - Design
6. Liquidated and Consequential damages
7. MBE/WBE participation
8. Prevailing wage order requirements
9. Builder's Risk premiums or deductibles as may be required or levied
10. Correction of existing code violations
11. Utility Company charges, medium voltage equipment, primary conductors, utility fees, connections, consumption charges for permanent and temporary power
12. Utility locations
13. Arc Flash study or modifications to the existing distribution system due to a study preformed by others
14. Any hook ups for any swing stage, floor mitigation and welders along with the associated pigtails and cord cap connections
15. Unloading, handling and setting of equipment furnished by others, unless specifically indicated elsewhere in this proposal
16. Pot holing
17. Any formed concrete equipment pads
 - a. Exterior – Canyon and Ranson Pump Stations
 - i. Utility Company – Transformer – 10' x 10' x 6"
 - ii. Generator
 - b. Interior – Canyon and Ranson Pump Stations
 - i. Transformer – 24" x 24" x 3"
18. Dewatering
19. Cutting and patching of interior, exterior concrete and asphalt
20. Landscape restorations
21. Removal and disposal of all hazardous materials
22. Energy Management System, Building Automation, Automatic Temperature Controls and Refrigeration equipment, control conduit and wiring required for the mechanical/specialty, systems
23. Lightning Protection System
24. Providing and installation of access doors for electrical requirements
25. Protective and/or protective architectural barriers
26. Installation of inline instruments
27. All patching and painting associated with electrical installations
28. Fireproofing repairs and stopping
29. Cathodic Protection Section
30. Flow Meter Spool pieces
31. Traffic Control
32. Generator fuel – Initial fill and top off after testing



We appreciate the opportunity to submit this probable cost of work for your consideration and look forward to working with your firm. Should you have any questions or concerns please do not hesitate to contact me at your convenience.

Sincerely,
Guarantee Electrical Contracting, LLC.

Robb Herder, Senior Estimator
robb.herder@geco.com, 303-586-9123

Jason Wilson, Director – Industrial Projects
jason.wilson@geco.com

From: Robb Herder <Robb.Herder@geco.com>
Sent: Thursday, May 12, 2022 2:20 PM
To: Tom Evans <TEvans@filanc.com>
Cc: Jason Wilson <jason.wilson@geco.com>
Subject: RE: Arvada Canyon Pines and Ranson 60% Drawings

Tom

Here it your pricing, assumption Filanc is buying the snow melting system.

Substation 1 - \$16,649

Substation 2 - \$11,819

Canyon Pines
Ranson

Thanks
Robb

Robb Herder
Senior Estimator | Guarantee Electrical Company



Direct: 303-586-9123 | Mobile: 303-304-4524
Main: 303-373-2400 | 3790 Wheeling St, Denver, CO 80239
www.geco.com | [Facebook](#) | [Linkedin](#) | [Twitter](#) | [Instagram](#)

Check out our new location - our [Denver office](#) has moved!

From: Tom Evans <TEvans@filanc.com>
Sent: Thursday, May 12, 2022 8:51 AM
To: Robb Herder <robb.herder@geco.com>
Cc: Jason Wilson <jason.wilson@geco.com>
Subject: RE: Arvada Canyon Pines and Ranson 60% Drawings

Good Morning Robb,

Both sites will have an electrical heating system to provide a heated concrete pad in front of the buildings (electrical system). Please include installation of these systems in your scope/costs. Let me know if you need additional information than what is provided in the attached email.

Thank You,
Tom Evans
Project Manager
J.R. Filanc Construction Company, Inc.
455 W. 115th Ave, Suite 3
Northglenn, CO 80234
Cell (303) 870-9393
tevans@filanc.com

FILANC
Building It Better Together

From: Robb Herder <Robb.Herder@geco.com>
Sent: Wednesday, May 18, 2022 1:09 PM
To: Tom Evans <TEvans@filanc.com>
Subject: RE: Arvada Canyon Pines and Ranson 60% Drawings

Tom,

Here you go, 1-4" HDPE, 2-4" PVC Schedule 40 at railroad crossing, 1-12 stand single mode fiber optic cable, 1-3way innerduct - **\$86,644 adder**. I figured 6 fibers and one cable/12 fibers and Dura-Line / Mexichem #10009438 HDPE Innerduct that is direct buried which can be plowed in would still have the casing at the RR crossing, cost savings of \$30K to \$40K versus the 2-2".

Robb

Robb Herder

Senior Estimator | Guarantee Electrical Company



Direct: 303-586-9123 | Mobile: 303-304-4524
Main: 303-373-2400 | 3790 Wheeling St, Denver, CO 80239
www.geco.com | [Facebook](#) | [Linkedin](#) | [Twitter](#) | [Instagram](#)

Check out our new location - our [Denver office](#) has moved!

From: Tom Evans <TEvans@filanc.com>
Sent: Wednesday, May 18, 2022 9:53 AM
To: Robb Herder <Robb.Herder@geco.com>
Subject: RE: Arvada Canyon Pines and Ranson 60% Drawings

The City wants to proceed with the 4" PVC conduit/fiber/innerduct option.

I rechecked the distance between the pump stations and also the railroad boring casing...the overall distance is ~4,800-LF and the railroad casing should assume to be 100', so please quote 4,800-LF of 4" PVC conduit & fiber and a 100-LF 12" boring casing/spacers with a 4" PVC conduit spare. Let me know if you have any questions/comments.

Thank You,
Tom Evans
Project Manager
J.R. Filanc Construction Company, Inc.
455 W. 115th Ave, Suite 3
Northglenn, CO 80234
Cell (303) 870-9393
tevans@filanc.com

FILANC
Building It Better Together

PROPOSED PIPELINE REPLACEMENT

**300-LF BETWEEN CANYON PINES & RANSON
(EXISTING PIPELINE PLAN / PROFILE)**

Engineering Certification:

I HEREBY AFFIRM THAT THE PUBLIC IMPROVEMENTS FOR JCMD PHASE 1 INFRASTRUCTURE HAVE BEEN CONSTRUCTED IN SUBSTANTIAL COMPLIANCE WITH THE CONSTRUCTION PLANS APPROVED BY THE CITY OF ARVADA.

NOT BUILT
Eric M. Fuhrman

ERIC FUHRMAN
COLORADO PROFESSIONAL ENGINEER REGISTRATION NUMBER 34716

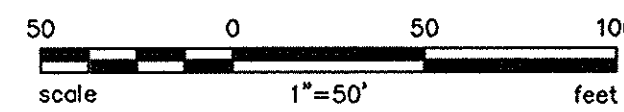
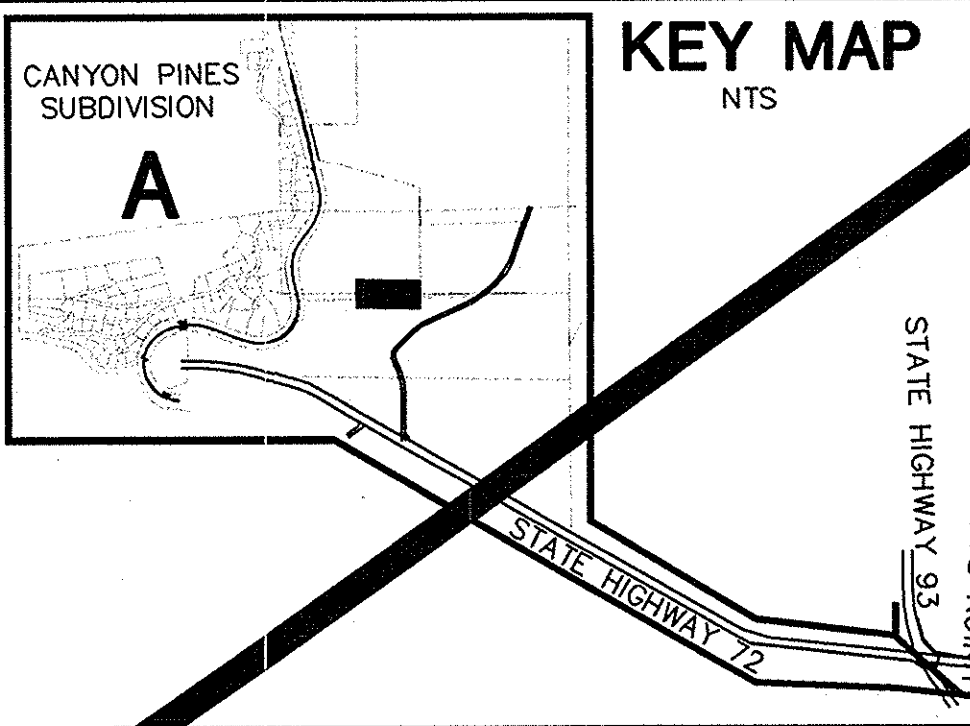
NOTE: THIS RECORD DRAWING HAS BEEN PREPARED, IN PART, BASED UPON INFORMATION FURNISHED BY TARCO, INC. THIS INFORMATION IS BELIEVED TO BE RELIABLE, AND THE DESIGN PROFESSIONAL HAS MADE EVERY EFFORT TO VERIFY THE CONSTRUCTION AS MUCH AS POSSIBLE. HOWEVER, THERE MAY BE UTILITY ITEMS BELOW GRADE THAT ARE NOT ACCURATELY REPRESENTED. THOSE RELYING ON THIS RECORD DOCUMENT FOR BELOW GRADE CONSTRUCTED ITEMS ARE ADVISED TO OBTAIN INDEPENDENT VERIFICATION OF ITS ACCURACY BEFORE APPLYING IT FOR ANY PURPOSE.

OWNER:
JAMES A. AND
LIBBY J. RANSON
REC. NO. F0041503

OWNER:
ALLEN D. AND
TINA M. RANSON
REC. NO. F1174419

OWNER:
JEFFERSON COUNTY
REC. NO. F0968774

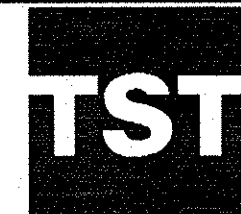
- NOTE:
1. ACCESS TO ALL EXISTING RESIDENTS MUST BE MAINTAINED AT ALL TIMES.
 2. ALL WATER LINES SHALL BE CLASS 150 UNLESS OTHERWISE SPECIFIED IN PROFILE.



APPROVED:

CITY ENGINEER _____ DATE _____ 3222 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.

JCMD PHASE 1 INFRASTRUCTURE WATER TRANSMISSION CONSTRUCTION PLANS SECTION "A" - 8" WL STA. 22+50 TO STA. 35+50



TST, INC.
Consulting Engineers
748 Whalers Way, Bldg. D
Fort Collins, Colorado
Phone: 970.226.0557
Fax: 970.226.0204

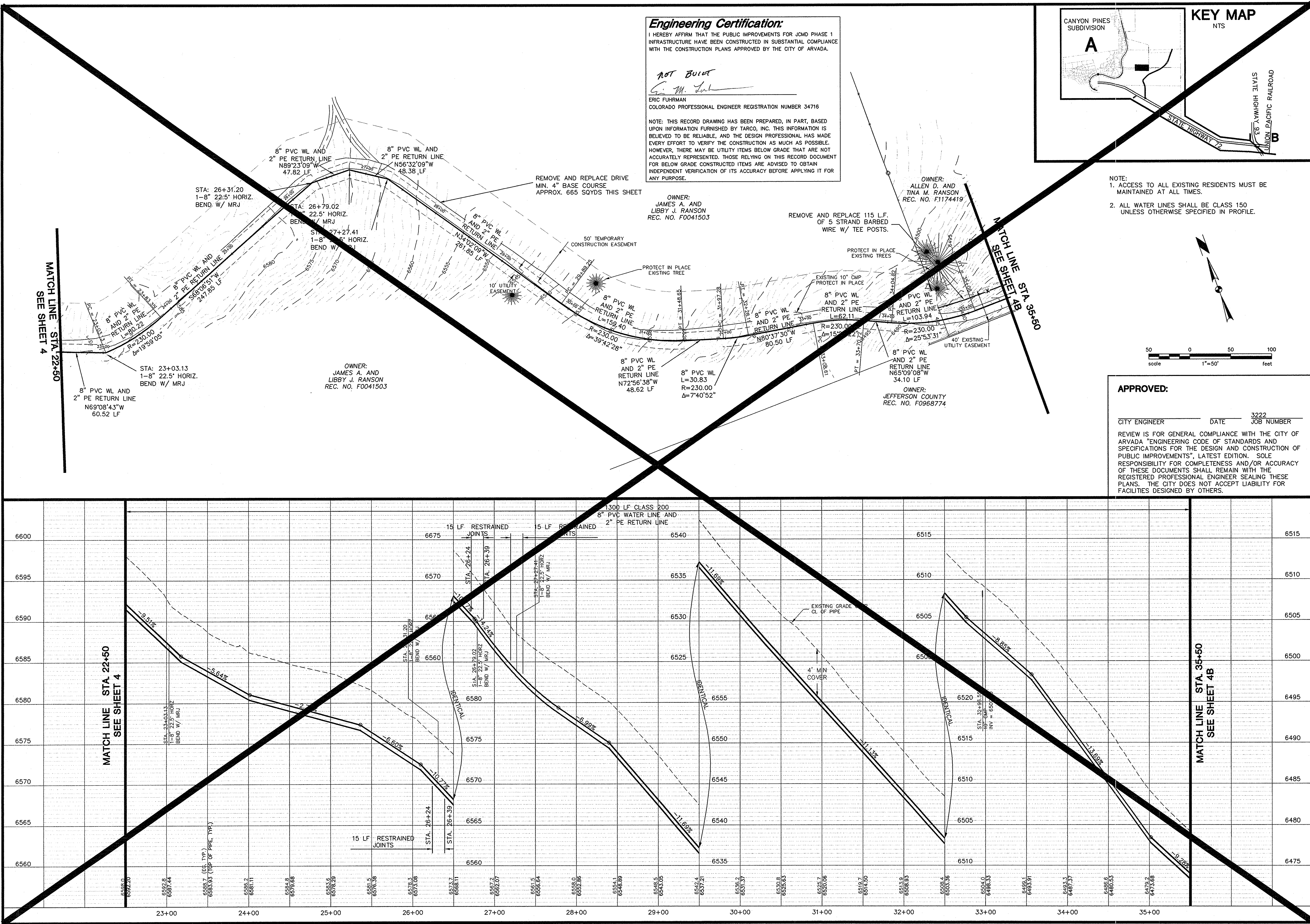
JOB NO. 1009.0001.00

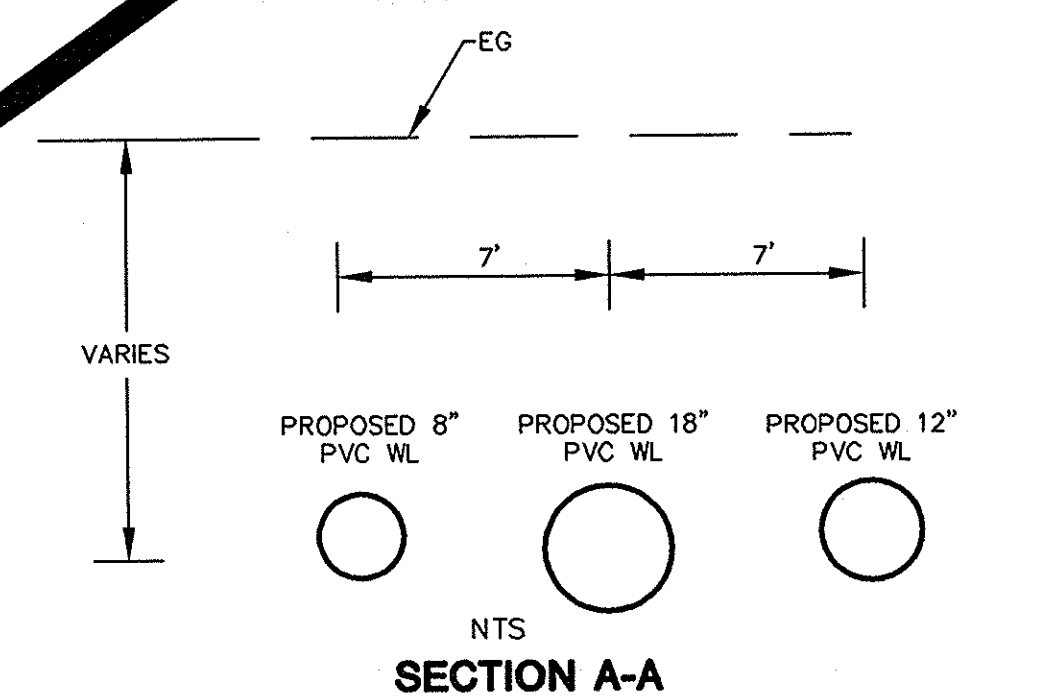
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VERTICAL: 1"=5'

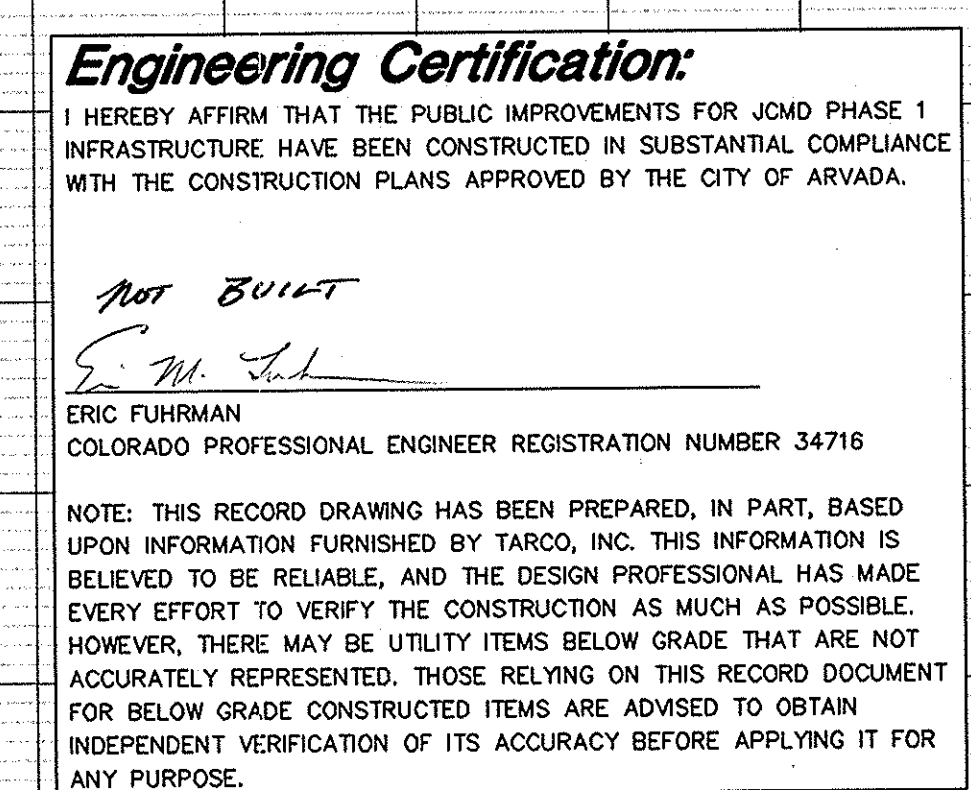
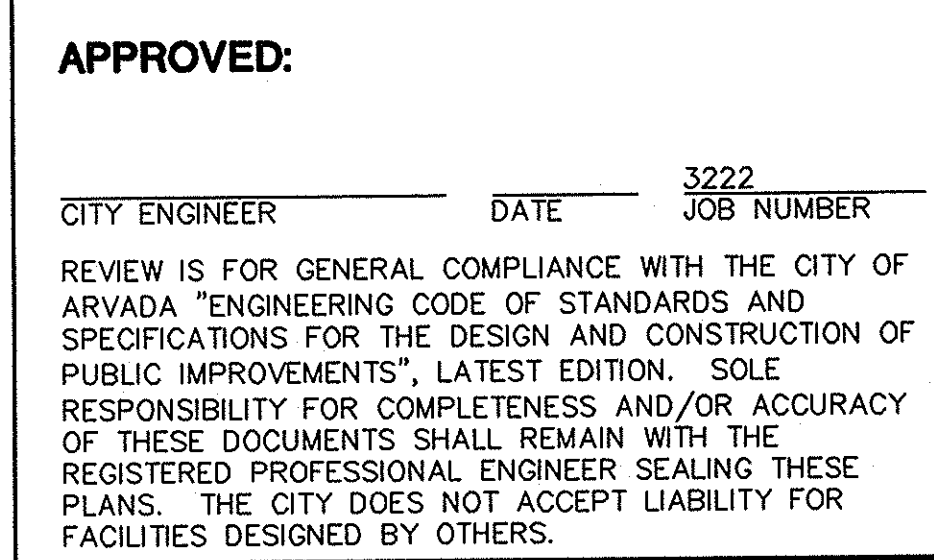
DATE JUNE 2008

SHEET 4A OF 51





OWNER:
ALLEN D. AND TINA
M. RANSON
REC. NO. F1174419



**SECTION "A" - 8" WL
STA. 35+50 TO STA. 46+50**

TST

TST, INC.
 Consulting Engineers
 748 Whalers Way, Bldg. D
 Fort Collins, Colorado
 Phone: 970.226.0557
 Fax: 970.226.0204

JOB NO. 1009.0001.00

SCALE HORIZONTAL: 1"=50'
 VERTICAL: 1"=5'

DATE JUNE 2008

SHEET

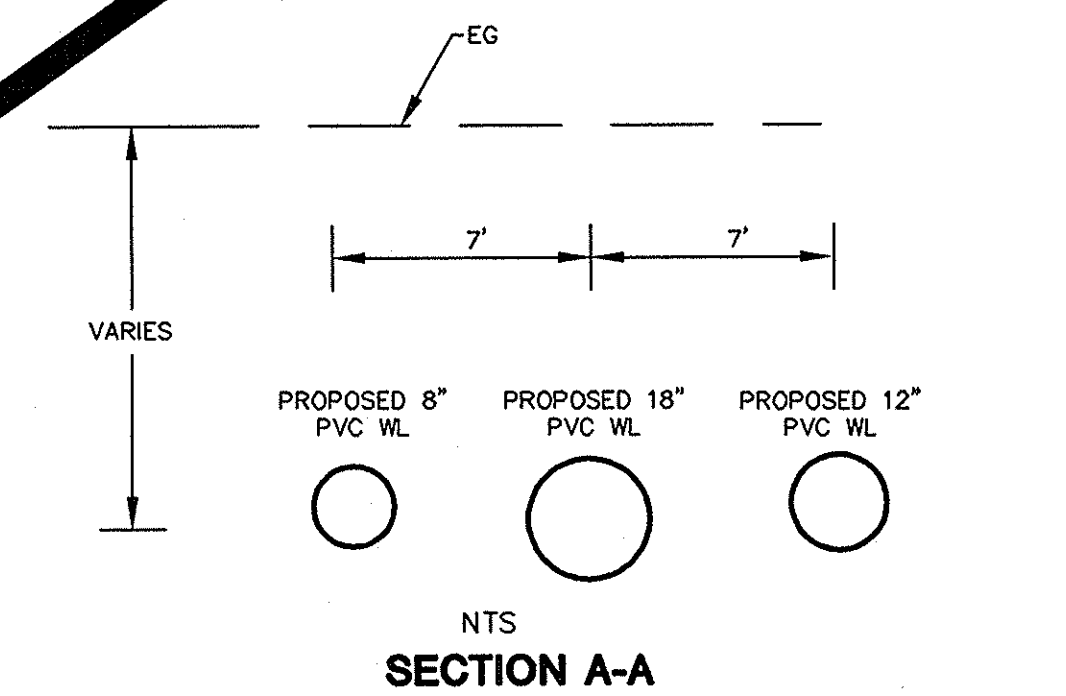
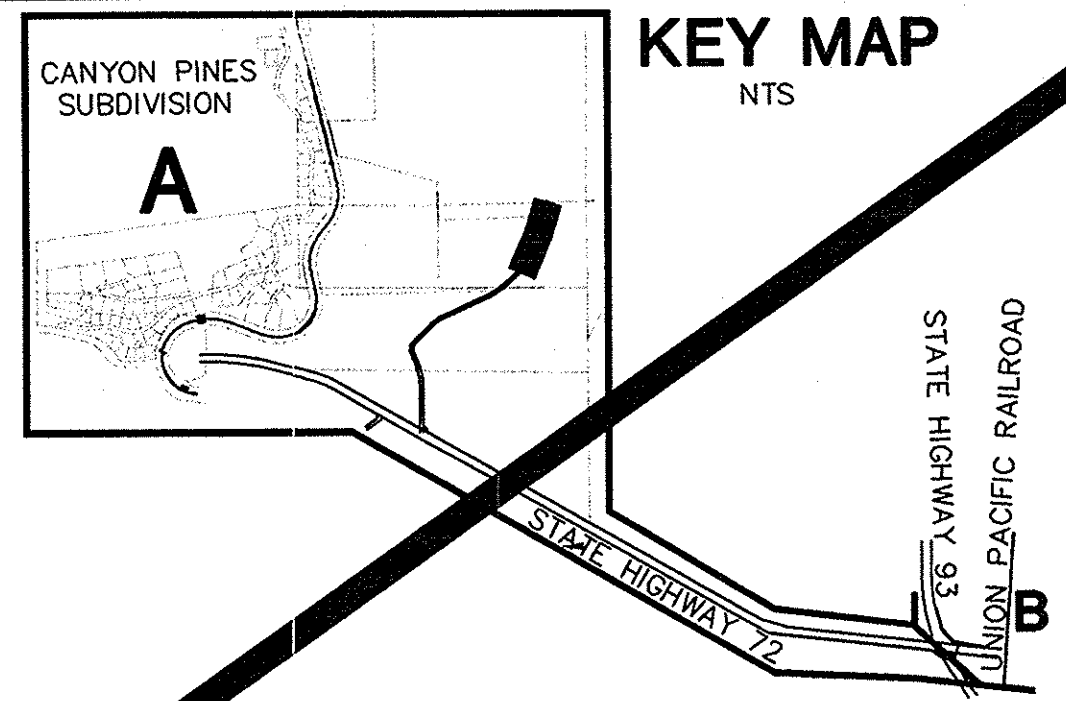
4B OF 51

NOTES:

1. ALL WORK TO BE WITH IN PLAINVIEW RD ROW, BETWEEN ADJACENT JEWELL MOUNTAIN AND JEFFERSON COUNTY PROPERTY LINES.
2. ALL WATER LINE SHALL BE CLASS 150 UNLESS OTHERWISE SPECIFIED IN PROFILE.
3. CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN TO THE ENGINEER, FOR REVIEW AND APPROVAL BY BOTH JCMD AND THE COUNTY OF JEFFERSON, PRIOR TO STARTING THE WORK. ONE WAY TRAFFIC SHALL BE MAINTAINED AT ALL TIMES.

OWNER:
ALLEN D. AND TINA M. RANSON
REC. NO. F1174419

OWNER:
JEFFERSON COUNTY
REC. NO. F0135894



APPROVED:

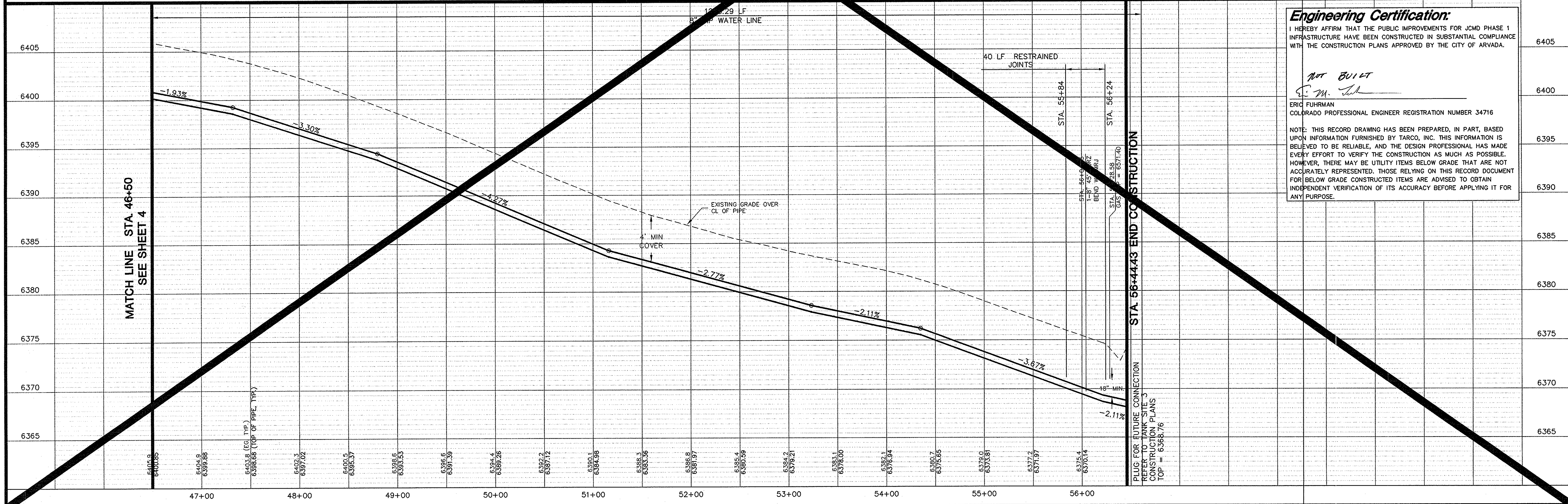
CITY ENGINEER _____ DATE _____ 3222 JOB NUMBER _____
REVIEW IS FOR GENERAL COMPLIANCE WITH THE CITY OF ARVADA "ENGINEERING CODE OF STANDARDS AND SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF PUBLIC IMPROVEMENTS", LATEST EDITION. SOLE RESPONSIBILITY FOR COMPLETENESS AND/OR ACCURACY OF THESE DOCUMENTS SHALL REMAIN WITH THE REGISTERED PROFESSIONAL ENGINEER SEALING THESE PLANS. THE CITY DOES NOT ACCEPT LIABILITY FOR FACILITIES DESIGNED BY OTHERS.

Engineering Certification:

I HEREBY AFFIRM THAT THE PUBLIC IMPROVEMENTS FOR JCMD PHASE 1 INFRASTRUCTURE HAVE BEEN CONSTRUCTED IN SUBSTANTIAL COMPLIANCE WITH THE CONSTRUCTION PLANS APPROVED BY THE CITY OF ARVADA.

NOT BUILT
ERIC FUHRMAN
COLORADO PROFESSIONAL ENGINEER REGISTRATION NUMBER 34716

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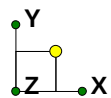
JCMD PHASE 1 INFRASTRUCTURE
WATER TRANSMISSION CONSTRUCTION PLANS
SECTION "A" - 8" WL
STA 46+50 TO STA 56+44.53 (END)

TST
TST, INC.
Consulting Engineers
748 Whalers Way, Bldg. D
Fort Collins, Colorado
Phone: 970.226.0557
Fax: 970.226.0204

JOB NO. 1009.0001.00
SCALE HORIZONTAL: 1"=50'
VERTICAL: 1"=5'
DATE JUNE 2008
SHEET 5 OF 51

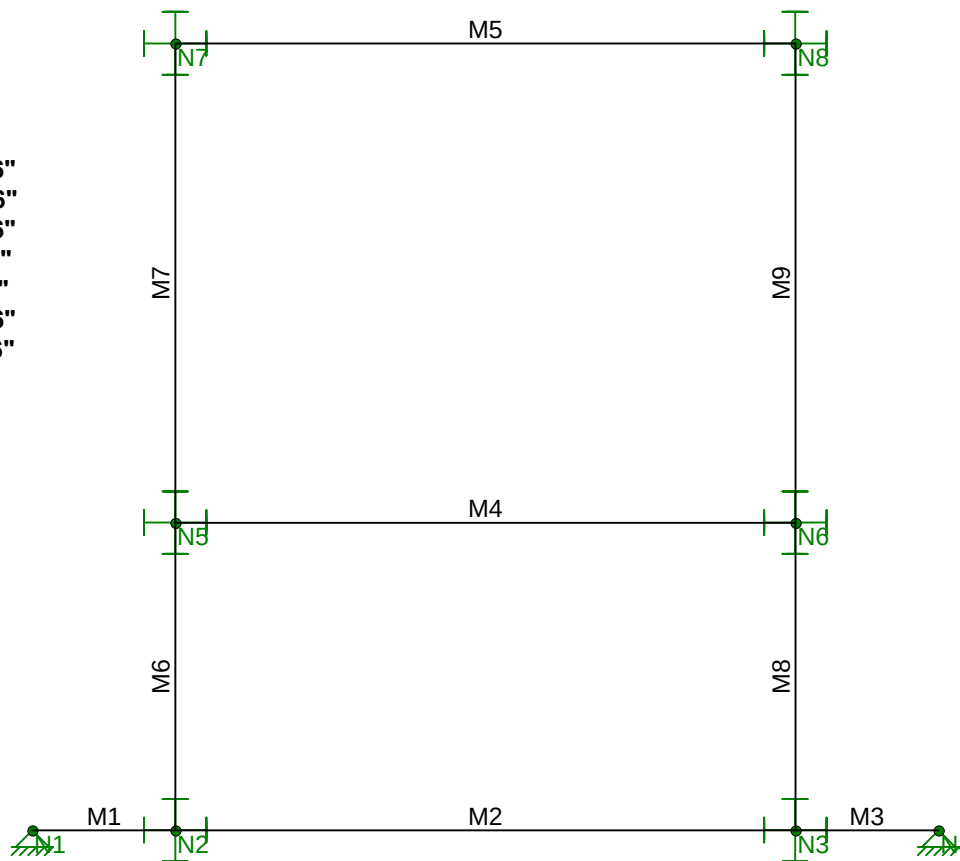
STRUCTURAL DESIGN CHANGE

CANYON PINES WETWELL STRUCTURE



Member	Conc Thk	Steel
M1 EAR TAB	20"	#7@6"
M2 BOT FLOOR	20"	#7@6"
M3 EAR TAB	20"	#7@6"
M4 INT FLOOR	12"	#6@6"
M5 TOP FLOOR	20"	#6@6"
M6, M8 BOT WALL	24"	#8@6"
M7, M9 TOP WALL	12"	#6@6"

REINF IS BOTH SIDES BOTH WAYS



SECTION A-A SHEET 6

Envelope Only Solution

SK - 1

May 17, 2022 at 12:24 PM

Canyon Pines Wet Well 2D model.r3d

Exhibit 2

AMENDMENT NO. 2
TO “THE CONSTRUCTION MANAGEMENT/
GENERAL CONTRACTOR AGREEMENT FOR
PRECONSTRUCTION SERVICES FOR THE
CONSTRUCTION OF A NEW PUMP STATION, THE
CANYON PINES PUMP STATION, AND MODIFICATIONS
TO AN EXISTING PUMP STATION, THE RANSON PUMP
STATION” AWARDING CONTRACTOR PHASE II AND
ESTABLISHING CONTRACTOR’S GUARANTEED
MAXIMUM PRICE FOR PHASE II, IN AN AMOUNT NOT
TO EXCEED \$5,778,031.00.

J.R. Filanc Construction, Inc.

Preliminary Project Schedule

Project: Arvada Canyon Pines & Ranson Pump Stations Improvements CMGC **Owner:** City of Arvada **Date:** 5/20/2022

[illegible]



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.2.

TO: THE HONORABLE CITY COUNCIL

DATE: June 6, 2022

SUBJECT: R22-040, A Resolution Authorizing a Construction Contract Agreement by and between the City of Arvada and A-1 Chipseal Company in the amount of \$1,258,773.70 for 2022 Street Chip and Slurry Seal Program Project No. 22-ST-01

Report in Brief

Council action is requested on the attached resolution authorizing the First Renewal and Amendment to the Contract By and Between the City of Arvada and A-1 Chipseal Company for Construction of 22-ST-02, 2022 Street Chip and Slurry Seal Program in an Amount Not to Exceed \$1,258,773.70.

This project involves the use of asphalt treatments, including milling, crack, chip, and slurry sealing, which will ultimately increase the overall quality of roadways in the City.

The Arvada team recommends that the City Council approve R22-040, A Resolution Authorizing the First Renewal and Amendment to the Contract By and Between the City of Arvada and A1 Chipseal Company for Construction of 22-ST-02, 2022 Street Chip and Slurry Seal Program in an Amount Not to Exceed \$1,258,773.70.

Financial Impact

Financial Impact: \$1,258,773.70

This is a one-time request for project construction cost.

Fund: Streets Maintenance Fund, Account No. 04-705014-53032

Background

On May 18, 2021, an Agreement between the City of Arvada and A-1 Chipseal Company was entered into for an amount not to exceed \$698,879.18 for the 2021 Street Chip and Slurry Seal Program. The agreement included conditions that would allow for annual renewals and change orders based on the contractor's satisfactory performance, if mutually agreed to by both parties. These conditions would facilitate the timely completion of chip and slurry seal work associated with the City's asphalt treatment program.

On September 16, 2021, Change Order #1 was approved. The purpose of Change Order #1 was to expand the scope of work to include additional services of Chip Seal Type II (1/4 in). This resulted in an amendment to the total compensation amount of the Original Agreement not to exceed \$824,223.98 and extended the project completion date to December 31, 2021.

On or about November 15, 2021, Change Order #2 was approved. The purpose of Change Order #2 was to expand the scope of services to include additional service of Crack Seal and the accompanying Traffic Control Management, Flagger services and Arrow Board. Finally, on or about October 8, 2021, Arvada was informed by the contractor that chip seal work identified in Change Order #1 exceeded the Change Order #1 amount of \$125,456.80 by \$6,017.82. Expansion of scope of services and additional expense of Change Order #1 resulted in an amendment to the total compensation amount not to exceed \$1,328,428.80.

On April 4, 2022, Change Order #3 was approved. The purpose of Change Order #3 was to amend the Agreement terms to

allow the increase of unit prices for the contractor. The overall contract amount was not increased under Change Order #3.

A-1 Chipseal Co. has satisfactorily met all service requirements under this Agreement to date.

Discussion

The work completed by A-1 Chip Seal under this Agreement to date has offered the best value and has satisfactorily met all service requirements. In addition, A-1 Chipseal has also completed asphalt chip and slurry seal work on many projects throughout the City as a subcontractor.

Included in The First Renewal and Amendment to the Contract as presented herein is an expanded scope of services to include additional chip seal service and the accompanying Traffic Control Management, Flagger services and Arrow Board as referenced in Change Order #2. The First Renewal also allows the increase of unit prices for the contractor based on current market and supply chain conditions.

Conditions in the bid included an option for the City to renew for an additional two one-year periods with price adjustments allowed provided that satisfactory performance is documented during the previous contract period. The planned 2022 treatment areas are shown on the attached 22-ST-02.

Public Contact

Commission Recommendation

N/A

Strategic Alignment

The recommended action aligns with the Infrastructure Priority Area within the City Council Strategic Plan. Specifically, the recommended action is consistent with the following principle:

Maintains existing roads and transportation network in tandem with snow and ice control services to ensure swift and safe transportation modes for the community.

This street maintenance project will improve the quality of infrastructure throughout the City of Arvada. It is a direct effort to move toward achieving the overall goal of the street maintenance plan - to keep City streets in good condition.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R22-040, A Resolution Authorizing a First Renewal and Amendment to the Contract By and Between the City of Arvada and A1 Chipseal Company for Construction of 22-ST-02, 2022 Street Chip and Slurry Seal Program in an Amount Not to Exceed \$1,258,773.70.

Suggested Motion:

I move that R22-040, A Resolution Authorizing a Construction Contract Agreement by and between the City of Arvada and A-1 Chipseal Company in the amount of \$1,258,773.70 for 2022 Street Chip and Slurry Seal Program Project No. 22-ST-01, be (approved) (rejected).

SUBJECT: R22-040, A Resolution Authorizing a Construction Contract Agreement by and between the City of Arvada and A-1 Chipseal Company in the amount of \$1,258,773.70 for 2022 Street Chip and Slurry Seal Program Project No. 22-ST-01

PAGE: 3
ITEM: 8.A.2.

Prepared by:
Kevin Luy, Records Management Coordinator

Reviewed by:

Approved by:

Bill Cornelius, Civil Engineer III	5/18/2022
Jacqueline Rhoades, City Engineer	5/19/2022
Don Wick, Director of Public Works	5/20/2022
Bryan Archer, Director of Finance	5/20/2022
Gail Walker, Legal Specialist-Contracts	5/23/2022
Erika Pierce, Litigation Paralegal	5/24/2022
Tammy Hedlund, Legal Specialist	5/24/2022
Kelsy Sargent, Assistant City Attorney	5/24/2022
Rachel Morris, City Attorney	5/26/2022
Lorie Gillis, Deputy City Manager	5/26/2022
Mark Deven, City Manager	5/26/2022

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R22-040

A RESOLUTION AUTHORIZING A CONSTRUCTION CONTRACT AGREEMENT BY
AND BETWEEN THE CITY OF ARVADA AND A-1 CHIPSEAL COMPANY IN THE
AMOUNT OF \$1,258,773.70 FOR 2022 STREET CHIP AND SLURRY SEAL PROGRAM
PROJECT NO. 22-ST-01

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

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, a Construction Contract Agreement, which is in substantially the same form as that attached hereto, by and between the City of Arvada and A-1 Chipseal Company in the amount of \$1,258,773.70 for 2022 Street Chip and Slurry Seal Program Project No. 22-ST-01.

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

APPROVED AND ADOPTED this 6th day of June, 2022.

Marc Williams, Mayor

ATTEST:

City Clerk

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

By: _____

**FIRST RENEWAL AND AMENDMENT TO THE CONTRACT
BETWEEN THE CITY OF ARVADA AND A-1 CHIPSEAL
COMPANY FOR THE 2022 STREET CHIP AND SLURRY SEAL
PROGRAM PROJECT NO. 22-ST-01**

1. **PARTIES.** The parties to this Renewal and Amendment to the Contract are the City of Arvada, a Colorado home rule municipal corporation, whose mailing address is 8101 Ralston Road, Arvada, CO 80002 (“Arvada”) and A-1 Chipseal Company whose principal place of business is located at 2505 E 74th Avenue, Denver, CO 80229 (“Contractor”).

2. **RECITALS AND PURPOSE.**

- 2.1. Arvada and Contractor entered into a contract for street chip and slurry seal projects throughout Arvada’s streets on or about May 18, 2021 (“Original Agreement”).
- 2.2. Arvada and Contractor subsequently executed three change orders to: (1) expand the scope of work to include the additional service of chip seal type II and increase the contract compensation; (2) expand the scope of work to include the additional service of crackseal; and (3) update the unit pricing and extend the project completion date until July 29, 2022.
- 2.3. For the convenience of the parties, (due to the voluminous nature of the Original Agreement), the Original Agreement and subsequent three change orders are not attached hereto but are incorporated herein by reference.
- 2.4. Arvada and Contractor wish to renew and amend the Original Agreement for street chip and slurry seal projects as provided herein.
- 2.5. Special Condition SC-A-14, Option to Renew, of the Original Agreement provides that Arvada shall have the option to renew the contract for an additional two (2) one year periods; provided, however, that the Bidder provided satisfactory performance during the previous contract period. The Parties confirm in writing their mutual desire and intention to renew the Original Agreement including the additional services added through the subsequent change orders.
- 2.6. The Parties also confirm in writing their mutual desire to amend the Original Agreement to allow for automatic renewal of the second one year renewal period should Arvada not elect to terminate the contract.

3. **TERMS AND CONDITIONS.**

- 3.1. Special Condition SC-A-14 of the Original Agreement, thereafter amended by Sec. 3.1 of the First Renewal and Amendment Agreement, is hereby amended to state as follows:

“This Agreement may be renewed by Arvada for an additional one-year term, and the renewal shall be automatic unless Arvada gives Contractor thirty days’ written notice to terminate the Agreement; provided, however, that Contractor provided satisfactory performance during the previous contract period. Continuation of the contract beyond the initial period is a City prerogative and not a right of the Contractor and will be exercised

only when such continuation is clearly in the best interest of the City.

During the option period, the City will consider an adjustment to the pricing structure if the Contractor can demonstrate, through documentation issued by material suppliers, that they were subject to a price adjustment. It shall be understood that such price adjustments shall not exceed the amount passed on to the Contractor by the supplier. Under these circumstances, the City may, in its best interest, negotiate a price adjustment with the Contractor.

The Contractor is obligated to notify the City of such adjustments, either price reductions or price increases, within 14 calendar days after receiving said notification from the supplier.

Pricing and specification changes, if any, shall be negotiated and agreed upon by both parties. The City reserves the right to reject any price adjustments submitted by the Contractor and/or to terminate the contract with the Contractor based on such price adjustments.”

- 3.2. Except for the specific amendments and/or modifications expressly made to the Original Agreement by this Renewal and Amendment Agreement all other terms, conditions, obligations, requirements, and provisions described in the Original Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Renewal and Amendment Agreement and the terms of the Original Agreement, the terms of this Renewal and Amendment Agreement shall control.
- 3.3. Contractor shall be required to provide Arvada with new Performance and Payment Bond on the City standard form in the amount of \$1,258,773.70 to cover the performance of the work under this Renewal and Amendment Agreement.
- 3.4. Contractor shall be required to provide Arvada with an insurance certificate, in accordance with the amounts set forth in the Original Agreement, showing necessary insurance coverage and naming the City of Arvada as an additional insured for the 2022 Street Chip and Slurry Seal Program, Project 22-ST-01.
4. **TERM OF AGREEMENT.** The term of this Renewal and Amendment Agreement shall be for one year from the date of execution of this Agreement however all work under this Renewal and Amendment Agreement shall be complete by November 30, 2022.
5. **COMPENSATION.**
 - 5.1. Contractor shall be compensated for any work performed prior to termination of this Renewal and Amendment Agreement in accordance with the chip seal unit prices set forth in Exhibit 1 and the crackseal unit prices set forth in Exhibit 2, attached hereto and incorporated by reference herein.
 - 5.2. The total amount of compensation to Contractor during the one year term of this Renewal and Amendment Agreement shall not exceed \$1,258,773.70.

6. **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.
7. **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.
8. **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 _____, 2022.

CITY OF ARVADA, a Colorado home rule
municipal corporation

Marc Williams, Mayor of Arvada
8101 Ralston Road
Arvada, CO 80002

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

A-1 CHIPSEAL COMPANY

Josh Krueger, Vice President
2505 E. 74th Ave.
Denver, CO 80229
jkrueger@a-1chipseal.com

WITNESS:

Dennis Martinez, Senior Estimator
2505 E. 74th Ave.
Denver, CO 80229
dennism@asphaltrepair.com

Exhibit 1

FIRST RENEWAL AND AMENDMENT TO THE
CONTRACT BETWEEN THE CITY OF ARVADA AND A-1
CHIPSEAL COMPANY FOR THE 2022 STREET CHIP AND
SLURRY SEAL PROGRAM PROJECT NO. 22-ST-01



www.a-1chipseal.com

Customer	Attention	Date
City of Arvada	Sean Lehocky	04/11/22
8101 Ralston Rd	(720) 898-7730	Proposal #
Arvada, CO 80002-	slehocky@arvada.org	29490
Proposal for	Fax: (720) 898-7722	
Arvada 2021 Street Chip & Slurry Seal Program - 8101 Ralston Rd - Arvada		

Item#	Description	Qty/Unit	Unit Price	Total Price
Option# 1 2022 Street Chip & Slurry Seal Program				
01	Removal of Pavement Marking	11,425 SF	\$1.60	\$18,280.00
02	Erosion and Sediment Control	1 LS	\$500.00	\$500.00
03	Slurry - Type II	62,111 SY	\$2.83	\$175,774.13
04	Chip Seal Type II (1/4 in)	49,845 SY	\$3.89	\$193,897.05
05	Chip Seal Type III (3/8 in)	1 SY	\$3.98	\$3.98
06	Hot Chip Seal	19,290 SY	\$9.89	\$190,778.10
07	Mobilization	1 LS	\$50,000.00	\$50,000.00
08	Temporary Raised Pavement Markers	1 EA	\$500.00	\$500.00
09	Traffic Control Management (TCM)	29 DAY	\$550.00	\$15,950.00
10	Flagger	938 HR	\$20.00	\$18,760.00
11	Arrow Board	32 DAY	\$27.00	\$864.00
12	Portable Variable Message Sign	32 DAY	\$50.00	\$1,600.00
13	Uniform Traffic Control (UTC)	32 HR	\$75.00	\$2,400.00
14	Uniform Traffic Control Vehicle (UTCV)	32 HR	\$21.00	\$672.00
15	Citizen Notification	1 EA	\$550.00	\$550.00
16	Minor Contract Revisions	1 LS	\$75,000.00	\$75,000.00
Accepted _____			Total for Option# 1	\$745,529.26

Notes:

- *Any soft or unstable areas will be corrected on an hourly basis at the direction of the Owner Representative.
- *We cannot guarantee positive drainage on existing or proposed areas less than two percent (2%) fall/slope, consequently no warranty will be provided if these conditions exist.
- *This work can be scheduled only after receipt of signed contract.
- *Pricing for this quotation is applicable for 30 days from date of quote.
- *Final billing will be based on actual field measured quantities installed.
- *Due to current unstable oil markets the price of asphalt may change at time of paving.
- *Any changes will be documented by AC supplier and a direct price increase will apply.
- *We accept subgrade from +/- 0.10 foot with correct density and moisture content.
- *Seal Coat will not be performed on cloudy, rainy days or when the temperature is 50 degrees or less.
- *Rocky Mountain Pavement must truck over existing asphalt to complete our work and shall not be held liable or responsible for damage to existing lot due to necessary trucking.

**All Asphalt Patching, Concrete, and Subgrade Prep/Scarify work WILL require Utility Locating. Locates can take anywhere from 1-3 days to be completed per Colorado 811 guidelines.

Exclusions:

*Bonds (add 1%), permits, lab and field testing, engineering, fees, surveying and utility adjustments.

Accepted by: _____ Date: _____ Estimator: *Dennis Martinez*

Accepted by: _____ Date: _____

Authorized Agent(s)

Dennis Martinez
(303) 434-4146
dennism@asphaltrepair.com

Phone: 303.464.9267 Fax: 303.464.9261

2505 E 74th Ave - Denver, CO 80229

A-1 Chipseal Co. & Rocky Mountain Pavement, LLC is an Equal Employment Opportunity Employer.

Exhibit 2

FIRST RENEWAL AND AMENDMENT TO THE
CONTRACT BETWEEN THE CITY OF ARVADA AND A-1
CHIPSEAL COMPANY FOR THE 2022 STREET CHIP AND
SLURRY SEAL PROGRAM PROJECT NO. 22-ST-01



www.a-1chipseal.com

Customer	Attention	Date
City of Arvada	Sean Lehocky	01/26/22
8101 Ralston Rd	(720) 898-7730	Proposal #
Arvada, CO 80002-	slehocky@arvada.org	29490
Proposal for	Fax: (720) 898-7722	
Arvada 2021 Street Chip & Slurry Seal Program - 8101 Ralston Rd - Arvada		

Item#	Description	Qty/Unit	Unit Price	Total Price
Option# 1 Crackseal				
01	Crackseal Clean and fill cracks with hot pour rubberized crack sealer. *Transition crack seal (concrete to asphalt) joint will not be sealed unless otherwise stated. *All cracks 1/4" or greater will be sealed unless otherwise specified. *SETTLING OF CRACK SEAL MATERIAL MAY OCCUR. BUT DOES NOT AFFECT PERFORMANCE. *ALLIGATORED AREAS WILL NOT BE CRACK SEALED.	203,868 LBS	\$2.14	\$436,277.52
09	Traffic Control Management (TCM)	71 DAY	\$550.00	\$39,050.00
10	Flagger	1,800 HR	\$20.00	\$36,000.00
11	Arrow Board	71 DAY	\$27.00	\$1,917.00
Accepted _____ Total for Option# 1				\$513,244.52

Additional Charges If Required :

*This Proposal is based on one Mobilization.

*Additional mobilizations add \$350.00

*If existing asphalt is thicker than proposed depth additional cost will apply price per SY inch.

*Concrete removal is based on existing concrete not having any reinforcement, if reinforcement is encountered additional charges will apply.

Notes:

*Any soft or unstable areas will be corrected on an hourly basis at the direction of the Owner Representative.

*We cannot guarantee positive drainage on existing or proposed areas less than two percent (2%) fall/slope, consequently no warranty will be provided if these conditions exist.

*This work can be scheduled only after receipt of signed contract.

*Pricing for this quotation is applicable for 30 days from date of quote.

*Final billing will be based on actual field measured quantities installed.

*Due to current unstable oil markets the price of asphalt may change at time of paving.

*Any changes will be documented by AC supplier and a direct price increase will apply.

*We accept subgrade from +/- 0.10 foot with correct density and moisture content.

*Seal Coat will not be performed on cloudy, rainy days or when the temperature is 50 degrees or less.

*Rocky Mountain Pavement must truck over existing asphalt to complete our work and shall not be held liable or responsible for damage to existing lot due to necessary trucking.

**All Asphalt Patching, Concrete, and Subgrade Prep/Scarify work WILL require Utility Locating. Locates can take anywhere from 1-3 days to be completed per Colorado 811 guidelines.

Exclusions:

*All polymer-modified asphalt.

*Bonds (add 1%), permits, lab and field testing, engineering, fees, surveying, striping, traffic control, and utility adjustments.

Accepted by: _____ Date: _____ Estimator: *Dennis Martinez*

Dennis Martinez

Accepted by: _____ Date: _____

Authorized Agent(s)

(303) 434-4146

dennism@asphaltrepair.com

Phone: 303.464.9267 Fax: 303.464.9261

2505 E 74th Ave - Denver, CO 80229

A-1 Chipseal Co. & Rocky Mountain Pavement, LLC is an Equal Employment Opportunity Employer.

CHANGE ORDER #2
TO AN AGREEMENT BETWEEN THE CITY OF ARVADA AND A-1 CHIPSEAL
COMPANY FOR THE 2021 STREET CHIP AND SLURRY SEAL PROGRAM IN THE
AMOUNT OF \$6,017.82 TO ACCOMMODATE FOR BILLING EXCESS RELATED TO
CHANGE ORDER #1 AND IN THE AMOUNT OF \$498,075.00 TO ACCOMMODATE
CRACKSEAL WORK, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED
\$1,328,428.80

1.0 PARTIES. The parties to this Change Order #2 are the City of Arvada, a home rule municipal corporation ("Arvada") and A-1 Chipseal Company ("Contractor").

2.0 RECITALS AND PURPOSE.

- 2.1** On or about May 18, 2021, Arvada and Contractor entered into an Agreement whereby Contractor would provide services for Arvada's 2021 Street Chip and Slurry Seal Program, with an original contract amount not to exceed \$698,879.18 ("Original Agreement"). The Original Agreement is not attached hereto but is incorporated herein by reference.
- 2.2** On or about September 2, 2021, the Contractor at Arvada's request provided a detailed quote as to the additional amount that would constitute Change Order #1 Additional 1/4" Chipseal, attached hereto as "Exhibit A".
- 2.3** Exhibit A reflects a quoted change order amount of \$202,456.80 for a revised contract amount of \$901,335.98. However Arvada possessed \$77,050.70 in remaining funds under the Original Agreement's purchase order and therefore only needed to increase the contract amount by \$125,456.80 to accommodate the expanded scope of services.
- 2.4** As such, on September 16, 2021, Change Order # 1 was executed by the parties reflecting a \$125,456.80 change order amount for a revised total contract amount not to exceed \$824,335.98
- 2.5** Pursuant to Section 4 of the Original Agreement, Arvada may request additional changes in the scope of services which can be accomplished by all parties agreeing to a change order.
- 2.6** On or about October 8, 2021, Arvada was informed by Contractor that the Chipseal work in the Spring Mesa area exceeded the Change Order #1 amount of \$125,456.80 by \$6,017.82 attached hereto as "Exhibit B".
- 2.7** Additionally, Arvada is requesting to expand the scope of services to include the additional service of Crackseal and the accompanying Traffic Control Management, Flagger services, and Arrow Board.

2.8 On September 30, 2021, the Contractor provided a detailed quote as to the additional fees for the Crackseal services as well as a list of the areas to be serviced, attached hereto as "Exhibit C".

2.9 The purpose of Change Order #2 is to expand the scope of services and to increase the total contract amount.

3.0 WORK DESCRIPTION FOR CHANGE ORDER #2.

3.1 The parties agree to modify the Work Description. The Work Description shall be modified to include additional services of Crackseal and the accompanying Traffic Control Management, Flagger services, and Arrow Board for the areas as described in Exhibit B to this Change Order #2.

3.2 The Completion Date of December 31, 2021 shall remain unchanged at this time but may be extended depending on weather conditions.

4.0 COMPENSATION FOR SERVICES UNDER CHANGE ORDER #2.

4.1 The Original Agreement terms are amended to allow the increase of compensation by \$504,092.82 for a maximum total contract amount of \$1,328,428.80.

5.0 **FULL FORCE AND EFFECT.** All other terms and conditions shall be as set forth in the Original Agreement.

6.0 **SEVERABILITY.** If any other provision of this Change Order #2 is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Amendment shall continue in full force and effect.

7.0 **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, in accordance with all applicable statutes, regulations, resolutions, rules, bylaws, agreements, or similar sources of authority or limitation. This Change Order #2 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: _____

A-1 CHIPSEAL COMPANY

Josh Krueger, Vice President
2505 E. 74th Ave.
Denver, CO. 80229
Email: jkrueger@a-1chipseal.com

Exhibit A

A-One Chipseal's Quote for Change Order #1



www.a-1chipseal.com

Proposal #
City of Arvada
8101 Ralston Rd
Arvada, CO 80002-

Attention
James Smith
(720) 898-7730
jasmith@arvada.org
Fax: (720) 898-7722

Date
09/02/21
Proposal #
28443
Job #
11608

Change Order for
Arvada 2021 Street Chip & Slurry Seal Program - 8101 Ralston Rd - Arvada

Change Order # 1 · Additional 1/4" Chipseal

Item#	Description	Qty/Unit	Unit Price	Total Price
04	Chip Seal Type II (1/4 in)	55,620 SY	\$3.6400	\$202,456.80

Original Contract Amount	\$698,879.18
This Change Order	\$202,456.80
Previous Change Orders	\$0.00
Revised Contract Total	\$901,335.98

Accepted by: _____ Date: _____ Estimator: Dennis Martinez

Dennis Martinez

(303) 434-4146

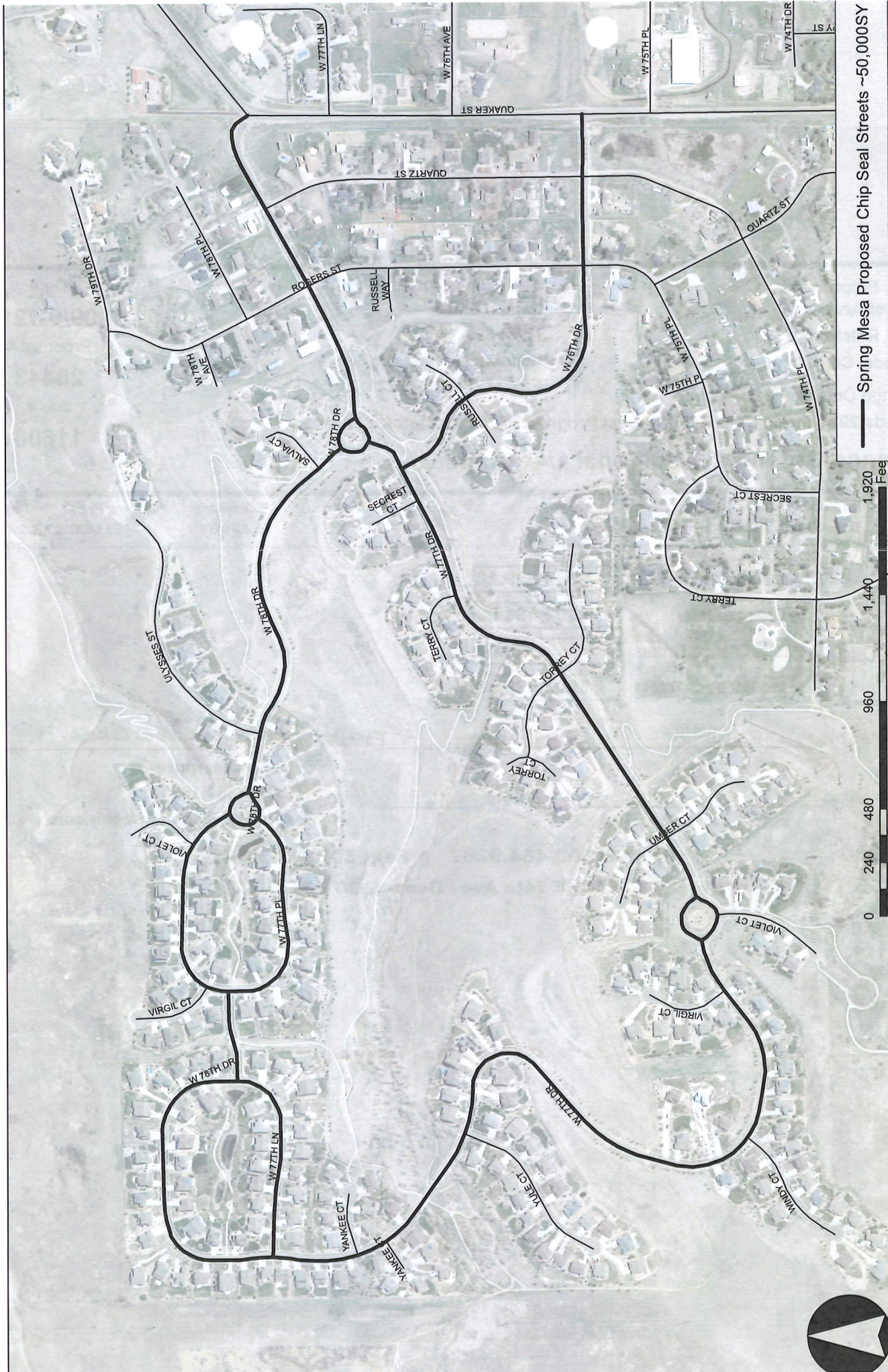
dennism@asphaltrepair.com

Accepted by: _____ Date: _____

Authorized Agent(s)

Phone: 303.464.9267 Fax: 303.464.9261

2505 E 74th Ave - Denver, CO 80229



— Spring Mesa Proposed Chip Seal Streets ~50,000SY

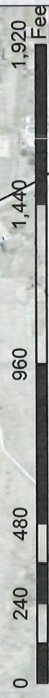


Exhibit B

Billing Excess Related to Change Order No. 1



Customer
City of Arvada
8101 Ralston Rd
Arvada, CO 80002-

Attention
James Smith
(720) 898-7730
jasmith@arvada.org
Fax: (720) 898-7722

Date
10/19/21
Proposal #
28443

Proposal for

Arvada 2021 Street Chip & Slurry Seal Program - 8101 Ralston Rd - Arvada

Item#	Description	Qnty/Unit	Unit Price	Total Price
Option# 5 Closeout Change Order #1				
01	Removal of Pavement Marking	17,108 SF	\$1.39	\$23,780.12
03	Slurry - Type II	2,282 SY	\$2.63	\$6,001.66
04	Chip Seal Type II (1/4 in)	58,130 SY	\$3.64	\$211,593.20
05	Chip Seal Type III (3/8 in) 0 Sy 3.72 sy	-1 SY	\$0.00	\$0.00
06	Hot Chip Seal	-1,625 SY	\$9.23	(\$14,998.75)
09	Traffic Control Management (TCM)	-12 DAY	\$500.00	(\$6,000.00)
10	Flagger	-479 HR	\$18.00	(\$8,622.00)
11	Arrow Board	-32 DAY	\$25.00	(\$800.00)
12	Portable Variable Message Sign	-32 DAY	\$50.00	(\$1,600.00)
13	Uniform Traffic Control (UTC)	-32 HR	\$72.00	(\$2,304.00)
14	Uniform Traffic Control Vehicle (UTCV)	-32 HR	\$18.00	(\$576.00)
16	Minor Contract Revisions	-1 LS	\$75,000.00	(\$75,000.00)
Accepted_____			Total for Option# 5	\$131,474.23

Exhibit C

Additional Fees for the Crackseal Services and
List of the Areas to be Serviced



Customer
City of Arvada
8101 Ralston Rd
Arvada, CO 80002-

Attention
James Smith
(720) 898-7730
jasmith@arvada.org
Fax: (720) 898-7722

Date
09/20/21
 Proposal #
29248

Proposal for
Arvada 2021 Street Chip & Slurry Seal Program - 8101 Ralston Rd - Arvada

Item#	Description	Qty/Unit	Unit Price	Total Price
	Option# 1 Crackseal			
01	Crackseal Clean and fill cracks with hot pour rubberized crack sealer. *Transition crack seal (concrete to asphalt) joint will not be sealed unless otherwise stated. *All cracks 1/4" or greater will be sealed unless otherwise specified. *SETTLING OF CRACK SEAL MATERIAL MAY OCCUR. BUT DOES NOT AFFECT PERFORMANCE. *ALLIGATORED AREAS WILL NOT BE CRACK SEALED.	210,000 LBS	\$2.03	\$426,300.00
09	Traffic Control Management (TCM)	75 DAY	\$500.00	\$37,500.00
10	Flagger	1,800 HR	\$18.00	\$32,400.00
11	Arrow Board	75 DAY	\$25.00	\$1,875.00
		Accepted _____	Total for Option# 1	\$498,075.00

Street Name	From	To	Estimated SY Area
ALLENDAL DR	SIMMS ST	KIPLING PKWY	23,988.0
BARBARA ANN DR	ALLISON ST	WADSWORTH BLVD	4,893.8
BROOKS DR	59TH PL	ALLISON ST	23,822.2
CARR ST	68TH AVE	52ND PL	37,124.7
ESTES ST	67TH WAY	66TH CIR	3,864.5
GARRISON ST	COLE DR	52ND AVE	21,909.3
GRANDVIEW AVE	INDEPENDENCE ST	TELLER ST	24,208.1
HOLLAND ST	BROOKS DR	BROOKS DR	2,472.6
INDEPENDENCE ST	65TH AVE	51ST AVE	37,285.7
KIPLING PKWY	60TH AVE	56TH PL	29,917.5
LAMAR ST	72ND FRONTAGE RD	RALSTON RD	40,740.9
OAK ST	71ST PL	64TH PL	22,856.9
OLDE WADSWORTH BLVD	WADSWORTH BYP ENTRY RD	505' NW OF WADSWORTH BYP (SH 121)	31,371.4
PIERCE ST	71ST AVE	58TH PL	31,755.8
PIERCE WAY	PIERCE ST	68TH AVE	2,927.6
QUAIL ST	67TH AVE	58TH AVE FRONTAGE RD	14,410.0
QUEEN ST	67TH AVE	67TH PL	1,024.2
RALSTON RD	67TH AVE	SHERIDAN BLVD	69,228.7
RENSSELAER DR	RALSTON RD	INDEPENDENCE ST	6,597.8
RIDGE RD	RALSTON RD	GYDA DR	13,363.5
SIMMS ST	SIMMS ST - PRIVATE	58TH AVE FRONTAGE RD	42,692.8
VANCE ST	52ND AVE	53RD AVE	3,149.9
W 52ND AVE	GARRISON ST	WADSWORTH BYPASS (SH 121)	24,882.1
W 53RD AVE	WADSWORTH BYPASS (SH 121)	VANCE ST	3,241.7
W 55TH AVE	WADSWORTH BLVD	MARSHALL ST	14,854.2
W 56TH AVE	VANCE ST	LAMAR ST	14,187.6
W 57TH AVE	INDEPENDENCE ST	WADSWORTH BLVD	28,866.8
W 58TH AVE	WARD RD (SH 72)	VAN GORDON ST	47,626.0
W 59TH PL	RALSTON RD	BROOKS DR	928.4
W 60TH AVE	RALSTON RD	TENNYSON ST	48,604.1
W 62ND AVE	WARD RD (SH 72)	LAMAR ST	28,055.8
W 64TH AVE	WARD RD (SH 72)	TENNYSON ST	85,049.2
W 66TH AVE	OAK ST	NEWMAN ST	58,953.2
W 67TH AVE	QUEEN ST	QUAIL ST	2,033.9
W 68TH AVE	SIMMS ST	ROUTT ST	39,759.9
W 69TH AVE	LAMAR ST	SHERIDAN BLVD (SH 95)	12,657.9
W 71ST AVE	WARD RD	SIMMS ST	12,427.5
W 72ND AVE	KIPLING ST	PIERCE ST	66,060.6
WARD RD	71ST AVE	64TH PL	36,076.4
YARROW ST	51ST AVE	51ST AVE	7,404.2
		Total Estimated SY Area	1,021,275.6

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

Christine Biddle

Name: Christine Biddle

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 Tammy Hedlund at (720) 898-7188 if you have any questions.

CHANGE ORDER # 3
TO AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA
AND A-1 CHIPSEAL COMPANY TO INCREASE THE UNIT PRICES
AND EXTEND THE PROJECT COMPLETION DATE UNTIL JULY 29,
2022

1.0 PARTIES. The parties to this Change Order #3 are the City of Arvada, a home rule municipal corporation (“Arvada”) and A-1 Chipseal Company. (“Contractor”).

2.0 RECITALS AND PURPOSE.

2.1 On or about May 18, 2021, Arvada and Contractor entered into an Agreement whereby Contractor would provide services for Arvada’s 2021 Street Chip and Slurry Seal Program, with an original contract amount not to exceed \$698,879.18 (“Original Agreement”). The Original Agreement is not attached hereto but is incorporated herein by reference.

2.2 On or about September 16, 2021, Change Order # 1 was executed by the parties reflecting a \$125,456.80 change order amount for a revised total contract amount not to exceed \$824,335.98 (“First Change Order”). The First Change Order is not attached hereto but is incorporated herein by reference.

2.3 On or about November 16, 2021, Change Order #2 was executed by the Parties to expand the scope of work and increase the compensation by \$504,092.82 for a maximum total contract amount of \$1,328,428.80 (“Second Change Order”). The Second Change Order is not attached hereto but is incorporated herein by reference.

2.4 Pursuant to Section 4 of the Original Agreement, Arvada may request additional changes which can be accomplished by all parties agreeing to a change order.

2.5 The Parties are requesting to increase the unit prices as a result of price increases from Contractor’s suppliers and to extend the project completion date until July 29, 2022.

2.6 This document shall constitute Change Order #3 to the Agreement and will both extend the project completion date and increase the unit prices to those as described in the Proposal, attached hereto as Exhibit A, and more clearly defined in the Price Sheet, attached hereto as Exhibit B.

3.0 SCOPE OF SERVICES FOR CHANGE ORDER #3. The scope of services is not being modified under this Change Order #3.

4.0 EXTENSION OF TERM. The project completion date of the Agreement is being extended until July 29, 2022.

- 5.0 COMPENSATION FOR SERVICES UNDER CHANGE ORDER #3.** The Agreement terms are amended to allow the increase of the unit prices for Contractor as described in Exhibits A and B. The overall contract amount is not being increased under this Change Order #3.
- 6.0 FULL FORCE AND EFFECT.** All other terms and conditions shall be as set forth in the Agreement.
- 7.0 SEVERABILITY.** If any other provision of this Change Order #3 is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Amendment shall continue in full force and effect.
- 8.0 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, in accordance with all applicable statutes, regulations, resolutions, rules, bylaws, agreements, or similar sources of authority or limitation. This Change Order #3 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 4th day of April, 2022.

CITY OF ARVADA, a Colorado home rule
municipal corporation



Don Wick
Don Wick, Director of Public Works
8101 Ralston Road
Arvada, CO 80002

ATTEST:

Kristen R. Rush
City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: Kelsy Sargent

A-1 CHIPSEAL COMPANY

Josh Krueger

Josh Krueger, Vice-President

2505 E. 74th Ave

Denver, CO 80229

Email: jkrueger@a-1chipseal.com

Exhibit A

**CHANGE ORDER # 3
TO AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA
AND A-1 CHIPSEAL COMPANY TO INCREASE THE UNIT PRICES
AND EXTEND THE PROJECT COMPLETION DATE UNTIL JULY 29,
2022**



Customer
City of Arvada
8101 Ralston Rd
Arvada, CO 80002-

Attention
Sean Lehocky
(720) 898-7730
slehocky@arvada.org
Fax: (720) 898-7722

Date
03/30/22
Proposal #
29490

Proposal for
Arvada 2021 Street Chip & Slurry Seal Program - 8101 Ralston Rd - Arvada

Item#	Description	Qty/Unit	Unit Price	Total Price
Option# 3 Crackseal under 500k				
01	Crackseal Clean and fill cracks with hot pour rubberized crack sealer. *Transition crack seal (concrete to asphalt) joint will not be sealed unless otherwise stated. *All cracks 1/4" or greater will be sealed unless otherwise specified. *SETTLING OF CRACK SEAL MATERIAL MAY OCCUR. BUT DOES NOT AFFECT PERFORMANCE. *ALLIGATORED AREAS WILL NOT BE CRACK SEALED.	187,000 LBS	\$2.26	\$422,620.00
09	Traffic Control Management (TCM)	66 DAY	\$595.00	\$39,270.00
10	Flagger	1,700 HR	\$21.00	\$35,700.00
11	Arrow Board	69 DAY	\$27.00	\$1,863.00
Accepted_____ Total for Option# 3				\$499,453.00

Exhibit B

**CHANGE ORDER # 3
TO AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA
AND A-1 CHIPSEAL COMPANY TO INCREASE THE UNIT PRICES
AND EXTEND THE PROJECT COMPLETION DATE UNTIL JULY 29,
2022**

Arvada 2021 Street Chip and Slurry Seal Program
2022 Unit Pricing

ITEM #	DESCRIPTION	QNTY/UNIT	UNIT PRICE	TOTAL PRICE
1	Crackseal	187,000 / LBS	\$2.26	\$422,620.00
9	Traffic Control Management (TCM)	66 / DAY	\$595.00	\$39,270.00
10	Flagger	1,700 / HR	\$21.00	\$35,700.00
11	Arrow Board	69 / DAY	\$27.00	\$1,863.00

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

James Smith _____
James Smith

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 Tammy Hedlund at (720) 898-7188 if you have any questions.

CHANGE ORDER #1
TO AN AGREEMENT BETWEEN THE CITY OF ARVADA AND A1 CHIPSEAL
COMPANY FOR THE 2021 STREET CHIP AND SLURRY SEAL PROGRAM IN THE
AMOUNT OF \$125,456.80, TO ACCOMMODATE ADDITIONAL WORK, FOR A
TOTAL CONTRACT AMOUNT NOT TO EXCEED \$824,223.98

1.0 PARTIES. The parties to this Change Order #1 are the City of Arvada, a home rule municipal corporation (“Arvada”) and A-1 Chipseal Company (“Contractor”).

2.0 RECITALS AND PURPOSE.

2.1 On May 18, 2021, Arvada and Contractor entered into an Agreement between the City of Arvada and A-1 Chipseal Company wherein Arvada designated Contractor to provide services related to the 2021 Street Chip and Slurry Seal Program, with an original contract amount not to exceed \$698,879.18 (“Original Agreement”). The Original Agreement is not attached hereto but is incorporated herein by reference.

2.2 The purpose of this Change Order #1 is to expand the scope of work to include additional services of Chip Seal Type II (1/4 in). This will result in an amendment to the total compensation amount in the Original Agreement and an extension of the project completion date to December 31, 2021.

2.3 The Contractor has provided a detailed description as to the additional fees in Change Order #1 - Additional 1/4” Chipseal, dated September 2, 2021, attached hereto as “Exhibit A”.

3.0 WORK DESCRIPTION FOR CHANGE ORDER #1.

3.1 The parties agree to modify the Work Description. The Work Description shall be modified to include additional services of Chip Seal Type II (1/4 in) as described in Exhibit A to this Change Order #1.

3.2 The Contract Time shall be extended up to and including December 31, 2021.

4.0 COMPENSATION FOR SERVICES UNDER CHANGE ORDER #1.

4.1 The Original Agreement terms are amended to allow the increase of compensation by \$125,456.80, changing the Original Agreement compensation of \$698,879.18, to a total contract amount not to exceed \$824,223.98.

- 5.0 DOCUMENTS OTHERWISE UNCHANGED.** Except as specifically provided in this Change Order #1, the Original Agreement terms remain unchanged and in full force and effect.
- 6.0 SEVERABILITY.** If any other provision of this Change Order is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Amendment shall continue in full force and effect.
- 7.0 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, in accordance with all applicable statutes, regulations, resolutions, rules, bylaws, agreements, or similar sources of authority or limitation. This Change Order #1 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 16th day of September, 2021.



ATTEST:

Kristen R. Rush

City Clerk

CITY OF ARVADA, a Colorado home rule
municipal corporation

Mark Deven

Mark Deven, City Manager
8101 Ralston Road
Arvada, CO 80002

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: *Jessica Morales*

A-1 CHIPSEAL COMPANY

Josh Krueger

Josh Krueger, vice President
2505 E. 74th Ave.
Denver, CO. 80229
Email: jkrueger@a-1chipseal.com

Exhibit A

CHANGE ORDER #1

**TO AN AGREEMENT BETWEEN THE CITY OF ARVADA AND A1 CHIPSEAL
COMPANY FOR THE 2021 STREET CHIP AND SLURRY SEAL PROGRAM IN THE
AMOUNT OF \$125,456.80, TO ACCOMMODATE ADDITIONAL WORK, FOR A
TOTAL CONTRACT AMOUNT NOT TO EXCEED \$824,223.98**



Proposal #
City of Arvada
8101 Ralston Rd
Arvada, CO 80002-

Attention
James Smith
(720) 898-7730
jasmith@arvada.org
Fax: (720) 898-7722

Date
09/02/21

Proposal #
28443

Change Order for
Arvada 2021 Street Chip & Slurry Seal Program - 8101 Ralston Rd - Arvada

Job #
11608

Change Order # 1 · Additional 1/4" Chipseal

Item#	Description	Qty/Unit	Unit Price	Total Price
04	Chip Seal Type II (1/4 in)	55,620 SY	\$3.6400	\$202,456.80

Original Contract Amount **\$698,879.18**

This Change Order **\$202,456.80**

Previous Change Orders **\$0.00**

Revised Contract Total **\$901,335.98**

Accepted by: _____ Date: _____ Estimator: *Dennis Martinez*

Dennis Martinez

Accepted by: _____ Date: _____

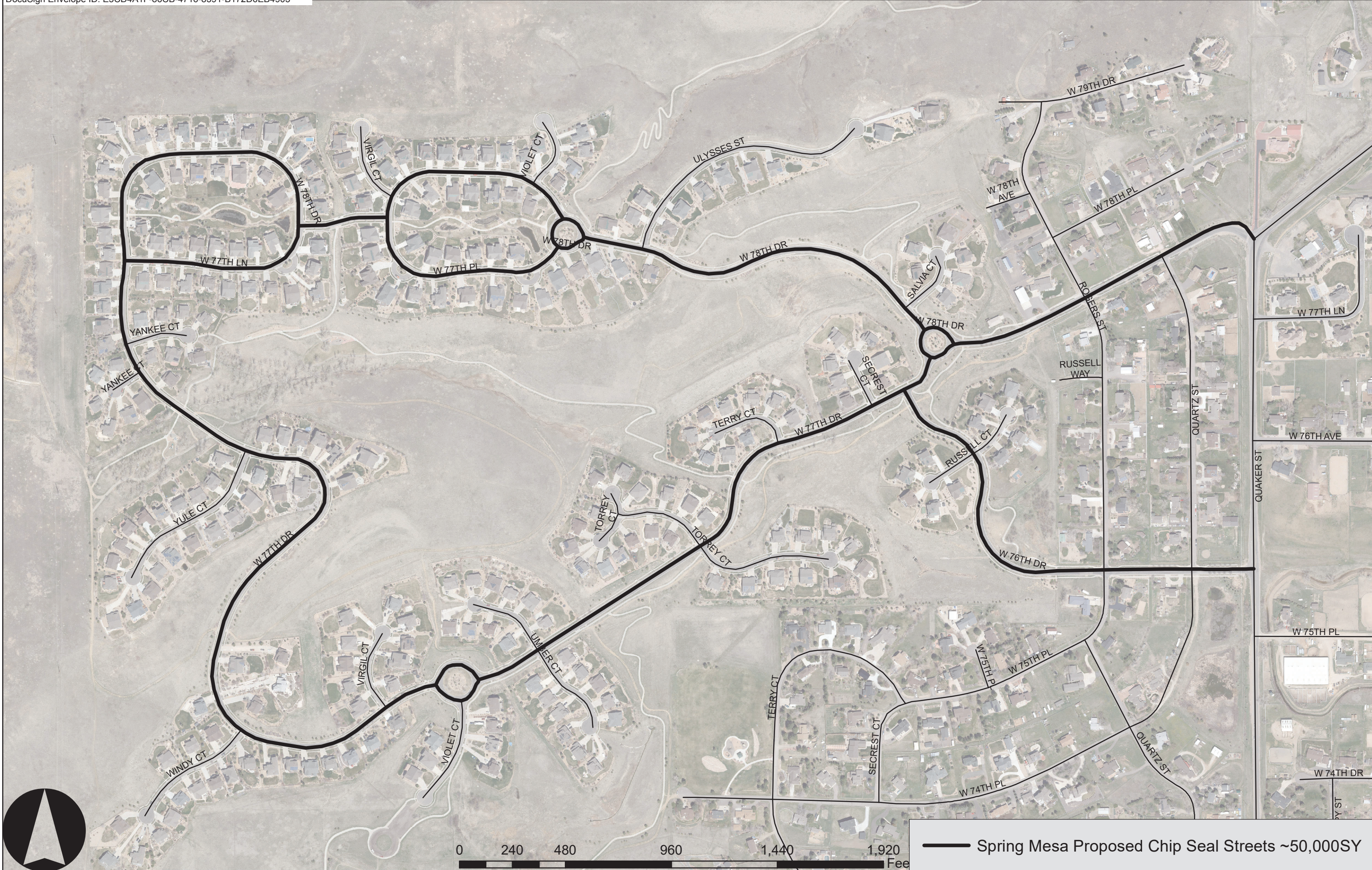
(303) 434-4146

Authorized Agent(s)

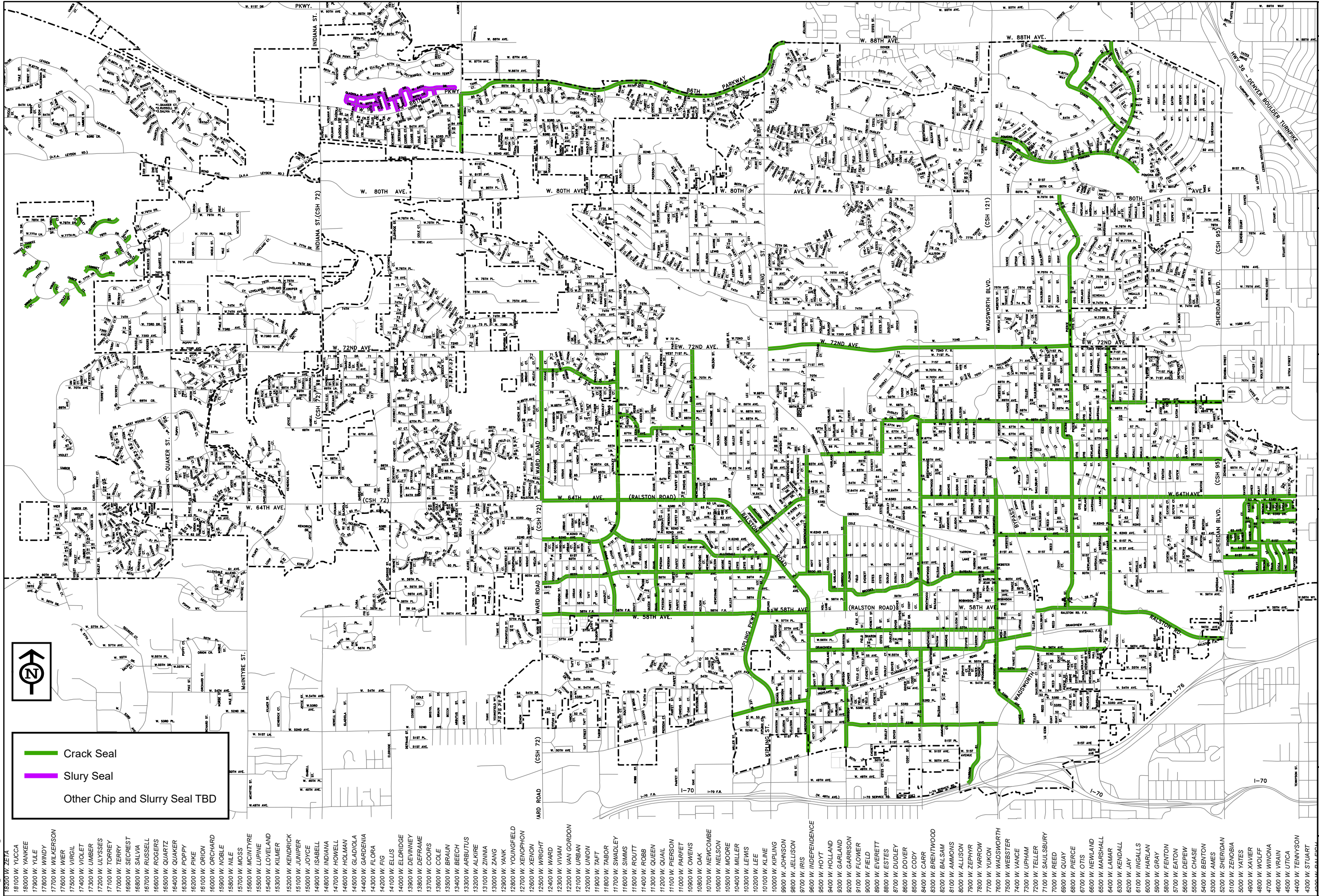
dennism@asphaltrepair.com

Phone: 303.464.9267 Fax: 303.464.9261

2505 E 74th Ave - Denver, CO 80229



 Spring Mesa Proposed Chip Seal Streets ~50,000SY



Public Works Department Engineering Division		PROJECT NO. 22-ST-02 CHIP AND SLURRY SEAL AND CRACK SEAL - 2022	
8101 Ralston Rd. Arvada, Colorado 80002 Phone 720-898-7640		PROJECT MANAGER K. BOHAN DRAWN BY C. KELLEY DATE 4/26/2022	
CITY OF ARVADA		SHEET OF 1 OF 1	
NO.		REVISION	
1		DATE	
2		BY	
3			
4			

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

James Smith
Name: James Smith

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 BETWEEN THE CITY OF ARVADA AND A1 CHIPSEAL
COMPANY FOR THE 2021 STREET CHIP AND SLURRY SEAL PROGRAM IN AN
AMOUNT NOT TO EXCEED \$698,879.18**

- 1. PARTIES.** This Agreement is entered into by and between the City of Arvada, a home rule municipal corporation, 8101 Ralston Road, Arvada, CO 80002 (“Arvada”), and A1 Chipseal Company, 2505 E 74th Avenue, Denver, CO 80229 (“Contractor”).
- 2. RECITALS.**
 - 2.1** Arvada requires a contractor to complete chip seal type II, hot chip, and slurry seal type II projects throughout Arvada’s Streets, as depicted in **Exhibit A**, Program Map (the “Project”).
 - 2.2** On March 23, 2021, Arvada solicited bids through a competitive sealed bidding process for the Project. Arvada requested all bids be submitted by April 9, 2021.
 - 2.3** On April 9 2021, Contractor submitted a bid for the Project.
 - 2.4** Arvada has selected Contractor to perform the work required to complete the Project.

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

3.0 THE WORK.

- 3.1** Contractor will commence and complete the street chip and slurry seal projects described in the Contract Documents relating to 21-ST-02, issued March 23, 2021, within 90 days of receiving the Notice to Proceed (the “Work”).
- 3.2** Arvada shall pay Contractor for the Work in an amount not to exceed **\$698,879.18.**
- 3.3** 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.
- 3.4** Arvada will issue the Notice to Proceed within 7 days from the execution of this Agreement, unless another time is mutually agreed upon by Arvada and Contractor.
- 3.5** Contractor is required to begin work within 10 working days from receipt of the Notice to Proceed, unless another time is mutually agreed upon by the Contractor and Arvada.

- 3.6 DATE OF COMPLETION.** The Date of Completion for performance of the Work, including cleanup, will be 90 consecutive calendar days from the issuance of the Notice to Proceed, unless the contract time is adjusted by an executed change order.
- 3.7 PERFORMANCE MEASURES.** The Performance Measures for this Agreement shall be those outlined by Arvada in Section 21 of Special Terms and Conditions for Bidders in the CSB, which is included in the Contract Documents that are exhibits to this Agreement.
- 3.8** The term of this Agreement shall be from the Parties' execution of the Agreement until the Date of Completion established by the Notice to Proceed, unless the contract time is adjusted by executed change order.
- 3.9** The term "Contract Documents" means and includes the following:
- 3.9.1** Arvada's Request for 2021 Street Chip and Slurry Seal, CSB-21-ST-02 (CSB);
 - 3.9.2** CSB Exhibits;
 - 3.9.3** CSB Addenda;
 - 3.9.4** Contractor's Response to CSB-21-ST-02, Advertisement for Bid, Bid Proposal, Bid Schedule, Bid Bond;
 - 3.9.5** Notice of Award;
 - 3.9.6** Performance and Payment Bond;
 - 3.9.7** Notice to Proceed;
 - 3.9.8** Change Orders;
 - 3.9.9** City of Arvada Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements;
 - 3.9.10** Project special provisions prepared or issued by City of Arvada;
 - 3.9.11** Detail drawings and Bid Documents prepared or issued by City of Arvada;
 - 3.9.12** Specification Illustrations and attachments; and
 - 3.9.13** All supplementary requirements regarding wage rates, E.E.O., affirmative action and all other Federal-State requirements as outlined in the specifications.
- 3.10** 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.

4.0 CHANGES TO THE WORK.

- 4.1 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:
 - 4.1.1 Changes in scope of services;
 - 4.1.2 Completion date;
 - 4.1.3 Contract amount;
 - 4.1.4 Any applicable material modifications; and/or
 - 4.1.5 Any other matters that the parties deem necessary.
- 4.2 The Contractor may request a Change in the Work (Requested Change Order), including one or more of the following:
 - 4.2.1 Changes in scope of services;
 - 4.2.2 Completion date;
 - 4.2.3 Contract amount;
 - 4.2.4 Any applicable material modifications; and/or
 - 4.2.5 Any other matters that the parties deem necessary.
- 4.3 Any Requested Change Order must include:
 - 4.3.1 A detailed description of the requested change to the original contract;
 - 4.3.2 Itemized documentation of any subcontractor costs;
 - 4.3.3 The total costs associated with the proposed change;
 - 4.3.4 The impact on the project completion date, if any, associated with the proposed change; and
 - 4.3.5 A statement of the contractual basis for the requested change.
- 4.4 The following may be considered a valid basis for requesting a Change Order:
 - 4.4.1 Contract Document error or omission;
 - 4.4.2 Arvada induced enhancement;
 - 4.4.3 Unforeseeable constructability issue; or
 - 4.4.4 Unforeseeable geotechnical issue.
- 4.5 The following will not be considered a valid basis for requesting a Change Order, absent extraordinary circumstances:
 - 4.5.1 Utility relocation;
 - 4.5.2 Utility conflicts;
 - 4.5.3 Foreseeable geotechnical issue;

4.5.4 Foreseeable constructability issue; and

4.5.5 Defective construction.

4.6 The Contractor shall not proceed with any change in the Work without the appropriate written authorization from Arvada.

5.0 PAYMENT FOR THE WORK.

5.1 CONDITIONS OF COMPENSATION/CONDITION PRECEDENT.

Financial obligations of Arvada payable after the current fiscal year are contingent upon funds for the purpose being appropriated, budgeted, and otherwise made available. Contractor shall not receive payment for any Work without its receipt of the required Notice to Proceed.

5.2 RETAINAGE/INVOICE REQUIREMENTS. Contractor agrees to submit monthly invoices together with any retainage requirements as prescribed by Colorado statutes (*see e.g.*, C.R.S. §§24-91-101 *et seq.*). Contractor agrees to follow Bid schedule. Arvada traditionally pays all invoices NET 15, but no later than NET 30. Invoices will accurately reflect actual work completed by Contractor.

5.3 MEASUREMENT AND PAYMENT. Measurement of the Work performed and payment, at the unit or lump sum price quoted in the Bid Schedule, shall be made in accordance with requirements of the Measurement and Basis of Payment Section of the Standard Specifications, or as stated in the Special Conditions.

6.0 CONTRACTOR'S PERFORMANCE AND PAYMENT BONDS.

6.1 Contractor shall furnish a Performance Bond and a Payment Bond on Arvada's approved form, executed by a corporate surety licensed to transact such business in the State of Colorado, each in the full amount of estimated cost of this Agreement, \$698,879.18. If subsequent increases in the cost of this Agreement are made which substantially increase the applicable cost, increased bond limits shall be furnished by the Contractor upon the acceptance of the increase of cost by Arvada. The then current bonds shall apply to all Work included within the scope of the applicable project cost, including but not limited to all prior Work which may have been performed when previous bonds were in effect.

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

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

7.0 SUBCONTRACTORS.

- 7.1** Contractor shall not award work to subcontractor(s) in excess of 50% 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.
- 7.2** The Contractor shall be responsible to Arvada for the acts and omissions of its agents and employees, Suppliers, Subcontractors performing Work under a contract with the Contractor, and such Subcontractors' lower tier subcontractors, agents, Suppliers, or employees.

8.0 INSURANCE REQUIREMENTS.

- 8.1** The Contractor shall at its own expense keep in full force and effect during the term of the contract on Arvada projects insurance as follows:
- 8.1.1** The Contractor shall secure and maintain statutory workmen's compensation.
- 8.1.2** The Contractor agrees to secure, at its own cost, a policy or policies of insurance sufficient to insure against the liability assumed by the Contractor pursuant to the provisions of the solicitation sent by Arvada or as determined by the Arvada Risk Manager.
- 8.1.3** The Contractor's insurer must be rated "B+" or better, according to Best's Key Rating Guide and must be admitted to do business in the State of Colorado. Contractor shall provide Arvada with a certificate of insurance from a properly qualified representative of the insurer, that any policy purchased pursuant to this contract complies with the conditions required by this contract. The certificate of insurance must show current name and address of the insured(s) named in the policy.
- 8.1.4** Contractor shall not commence any work under this contract, and shall not allow any subcontractor or any officer, employee, or agent of the Contractor or any subcontractor to commence any work under this contract, until any such certification has been received and approved by Arvada.

8.1.5 The Contractor shall not be relieved of any liability assumed pursuant to the foregoing paragraph by reason of its failure to secure insurance as required by this contract or by reason of its failure to secure insurance in sufficient amounts, of sufficient durations, or of sufficient types to cover such liability.

8.1.6 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.

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

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

8.1.8.1 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.

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

8.1.8.3 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.

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

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

9.0 LIQUID DAMAGES. This project is to be completed, including cleanup, within 90 consecutive calendar days after the date specified in the Notice to Proceed, unless the contract time is adjusted by change order. The Contractor agrees to pay to the Arvada, as

liquidated damages, the sum of \$1,600.00 for each consecutive calendar day that the work exceeds the allotted contract time.

10.0 INDEMNIFICATION.

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

10.1.1 Architect, Engineer, Surveyor Services for Public Works Construction. 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.

10.2 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.

11.0 ADDITIONAL PROVISIONS.

11.1 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:

11.1.1 Colorado labor shall be employed to perform eighty percent (80%) of the work.

11.1.2 Any waiver of this requirement must comply with C.R.S. § 8-17-101 *et seq.*, as amended.

11.2 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.

- 11.3 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).
- 11.4 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.
- 11.5 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.
- 11.6 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.
- 11.7 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.
- 11.8 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.

- 11.9 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.
- 11.10 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.
- 11.11 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.**
- 11.12 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.
- 11.13 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.

- 11.14 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.
- 11.15 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.
- 11.16 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.
- 11.17 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.
- 11.18 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.
- 11.19 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.
- 11.20 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.

- 11.21 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.
- 11.22 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.
- 11.23 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.
- 11.24 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.
- 11.25 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.
- 11.26 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:
- 11.26.1** Confirmed electronic transmission. It shall be deemed received on the transmission date if transmitted on a business day and during

normal business hours of the recipient, and otherwise on the next business day following transmission.

11.26.2 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 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.

11.26.3 Notice shall be given to the following depending on the project manager listed on the purchase order:

For Arvada:

James Smith
Pavement Management Coordinator
8101 Ralston Rd.
Arvada, CO 80002
jasmith@arvada.org

For Contractor:

Josh Krueger
Vice President
2505 E. 74th Ave.
Denver, CO 80229
jkrueger@a-1chipseal.com

with copy to:

Christine Biddle
Administrative Specialist for Public Works
cbiddle@arvada.org

11.27 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 18th day of May, 2021.



CITY OF ARVADA, a Colorado home
rule municipal corporation

Marc Williams

Marc Williams, Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST:

Kristen Rush

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: Kylie Justus

A-1 CHIPSEAL COMPANY

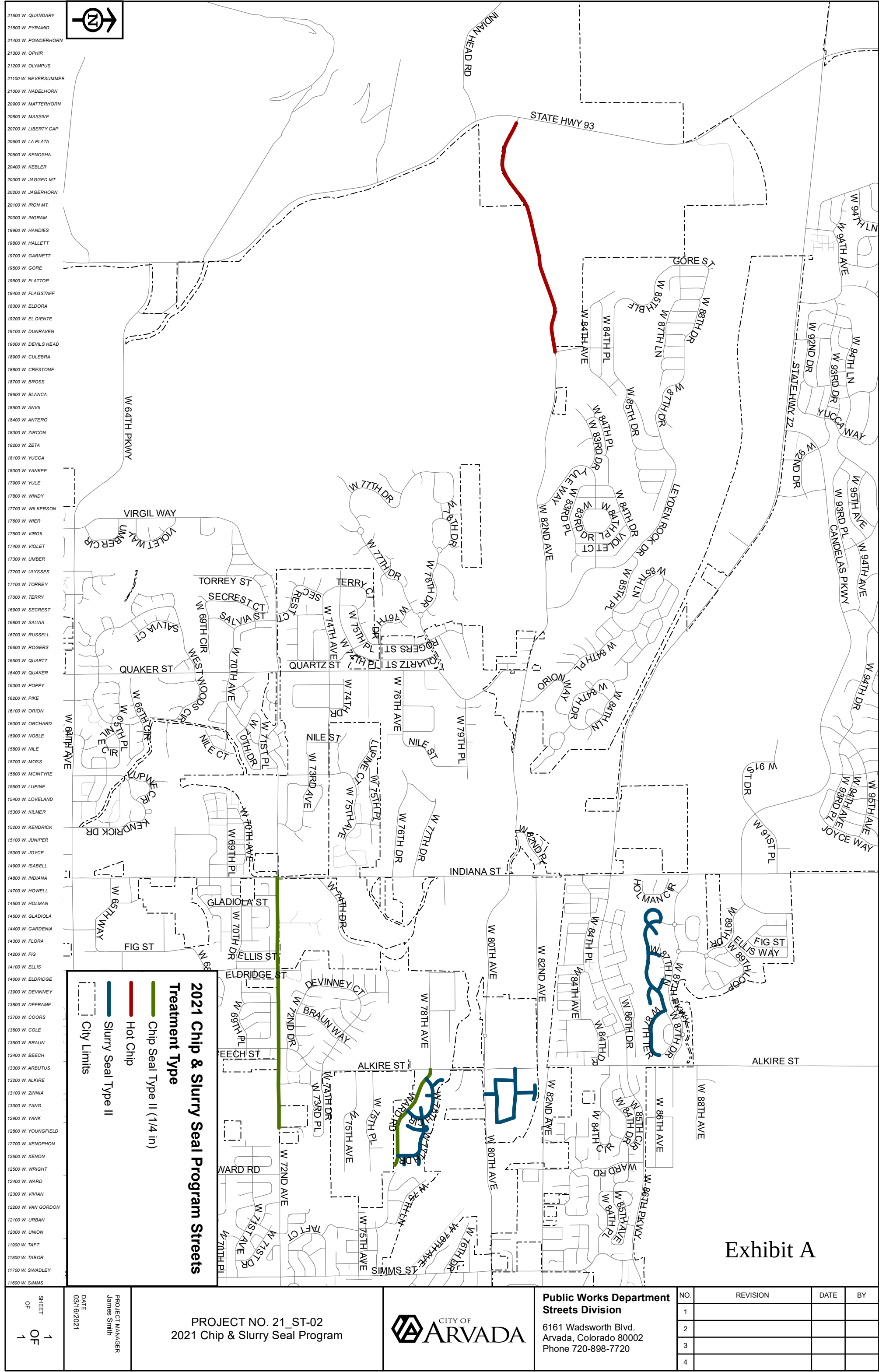
Josh Krueger

Josh Krueger, Vice President
2505 E. 74th Ave.
Denver, CO 80229
jkrueger@a-1chipseal.com

WITNESS:

Dennis Martinez

Dennis Martinez, Senior Estimator
2505 E. 74th Ave.
Denver, CO 80229
dennism@asphaltrepair.com





COMPETITIVE SEALED BID

BID #: CSB-21-Street Chip & Slurry Seal

Title: 2021 Street Chip & Slurry Seal Program

CSB Issued: 3/23/2021

Bids Due By: 4/9/2021 1:00 pm local time

Questions Deadline: 3/31/2021 1:00 pm local time

Delivery Date: 90 days after notice to proceed

Delivery address: Electronic Submissions must be submitted online at BidNetDirect.com.

Limit the # of separate submission documents to 1, and the company name must start the uploaded file name as these will be moved to a shared Team Drive for evaluation.
Late responses will not be considered for award.

For additional information, contact: Whitney Smith, wsmith@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 8
Project Special Provisions	page 9
Submittal Forms to be Completed and Returned	
• Bid Bond (<u>a PICTURE of the Bond</u> or upload to BidnetDirect)	page 23
• Bid Proposal	page 24
• Bid Schedule	page 25
Submittal Checklist and References to be Completed and Returned	page 28
Preview of Documents if Awarded	page 29

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

Submit bids electronically on Bidnetdirect.com for the construction of City of Arvada, Project No., Project Title: **2021 Street Chip & Slurry Seal Program**

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 location: www.bidnetdirect.com

No cost bid documents may be obtained at www.bidnetdirect.com on or after _____

ESTIMATED QUANTITIES OF THE MAJOR ITEMS OF WORK ARE:

Item No.	Item Description	Bid Qty	Unit
1	Removal of Pavement Marking	11425	SF
2	Erosion and Sediment Control	1	LS
3	Slurry Seal Type II	62111	SY
4	Chip Seal Type II (1/4 in)	49845	SY
5	Chip Seal Type III (3/8 in)	0	SY
6	Hot Chip Seal	19290	SY
7	Mobilization	1	LS
8	Temporary Raised Pavement Markers	1	LS
9	Traffic Control Management (TCM)	29	DY
10	Flagger	938	HR
11	Arrow Board	32	DY
12	Portable Variable Message Sign	32	DY
13	Uniform Traffic Control (UTC)	32	HR
14	Uniform Traffic Control Vehicle (UTCV)	32	HR
15	Citizen Notification	1	LS
16	Minor Contract Revisions	1	LS

Miscellaneous items include citizen notification, traffic control, and other appurtenances.

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.

Date:_____

CITY OF ARVADA

PE 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. NO OPINION OF COUNSEL LETTERS. Pursuant to Section 8.1 of the Arvada City Charter, the City Attorney provides advice to the City Council and City Officials in matters relating to their official powers and duties, and will perform such other duties as City Council may prescribe by ordinance or resolution. The City Attorney will not issue opinion of counsel letters, memoranda or statements to third parties, including, but not limited to that any contract or lease is binding on the public entity, enforceable, etc.

6. 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. Commingling 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 therefore 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.

7. OWNERSHIP OF WORK PRODUCT. The originals of all plans, reports, studies, data, or other materials or information relating to the Work that are produced by Contractor shall be delivered to and become the property of Arvada. Contractor may retain copies of any originals; however, no plans, reports, studies, data, or other materials or information relating to the Work shall be released to any person or entity without the prior written consent of Arvada. Nothing in this clause is intended to affect Contractor's right to use generic know-how learned in the course of providing services under the Agreement for the future benefit of the City of Arvada or others.

8. ASSIGNMENT. Contractor shall not assign the Agreement without the prior written consent of the City of Arvada, which will not be unreasonably withheld, conditioned, or delayed. Contractor may assign the Agreement to any successor to the business of the party by merger, consolidation, or sale of assets. No assignment shall be permitted that enlarges any duty, responsibility or obligation of the City of Arvada, or that limits, curtails, or diminishes any right or privilege of the City of Arvada without the City of Arvada's express written consent.

9. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of the Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Arvada and Contractor and nothing contained in the Agreement shall give or allow any such claim or right of action to any other third party on the Agreement. It is the express intention of Arvada and Contractor that any person other than Arvada or Contractor receiving services or benefits under the Agreement shall be deemed to be an incidental beneficiary only.

10. INDEPENDENT CONTRACTOR. Contractor and Arvada hereby represent that Contractor is an independent contractor for all purposes hereunder. As such, Contractor is not covered by any worker's compensation insurance or any other insurance maintained by Arvada except as would apply to members of the general public. Contractor shall not create any indebtedness on behalf of Arvada.

11. SUBCONTRACTING. Contractor shall not 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.

12. ILLEGAL ALIENS; PUBLIC CONTRACTS FOR SERVICES. To the extent that obligations and responsibilities may be established by C.R.S. §§8-17.5-101 *et seq.*, (as amended) (the "Act"), with respect to certain public entities and those contracting therewith as to the procurement of services:

- A. Successful Vendor ("Contractor") shall not knowingly employ or contract with an illegal alien to perform work under the Agreement or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement. Contractor confirms the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or Department Program (the "Program").
- B. Contractor is prohibited from using Program procedures to undertake pre-employment screening of job applicants while the Agreement is being performed.
- C. If Contractor obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:
 - (i). Notify the subcontractor and the City of Arvada within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - (ii). Terminate the subcontract with the subcontractor if within three (3) days of receiving the above notice the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the subcontract if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- D. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the department is undertaking pursuant to the authority established in the Act.
- E. Any provision of the Agreement to the contrary notwithstanding, if Contractor violates any provision of this Section, the City of Arvada may terminate the Agreement, without breach or default by the City of Arvada, and Contractor shall be liable for actual and consequential damages to the City of Arvada arising out of such violation.
- F. Contractor represents that, prior to executing the Agreement, Contractor has certified that at the time of the certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under this public contract for services and Contractor will participate in either the E-Verify Program or Department Program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services. By execution of this Agreement, Contractor shall be deemed to have renewed such certification.
- G. Contractor acknowledges its responsibility to comply with the certification requirement pursuant to C.R.S. §8-17.5-102(2)(b)(I) (as amended).

13. NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing contained in this or any of the exhibits attached thereto shall be construed as a waiver of any of the immunities, limitations, privileges, rights, procedures, or requirements contained in the Colorado Governmental Immunity Act, C.R.S. §§24-10-101 *et seq.*

14. RIGHT TO TERMINATE. The City of Arvada shall have the right to terminate, without cause, the Agreement. Any such termination shall not be considered a breach of the Agreement or any extension thereof. In the event of termination by the City of Arvada for convenience, Contractor will be paid for requested work performed up until the time of termination by the City of Arvada, not to exceed the total amount of the contract price agreed upon by the parties.

15. COMPLIANCE WITH ALL LAWS. All of the services performed under this Agreement by Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and State of Colorado, and with the charter, ordinances, rules and regulations of the City of Arvada.

16. WAIVER OF BREACH. A waiver by any party to the Agreement or the breach of any term or provision of the Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

17. GOVERNING LAW AND VENUE. Notwithstanding any provision in the response to solicitation or proposed contract, lease, escrow agreement or any other type of agreement to the contrary, the Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under the Agreement or for the enforcement of the Agreement shall be in the appropriate court for Jefferson County, Colorado.

18. FORCE MAJEURE. Any delays in or failure of performance by any party of his or its obligations under the Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party.

19. BINDING ARBITRATION PROHIBITED. The City of Arvada does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in response to the solicitation, or incorporated by reference, shall be null and void.

20. 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.

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

22. 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.

23. 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 submitted electronically on the BidnetDirect.com web site only become available to the City of Arvada after the Bid closes. Bidder shall assume full responsibility for timely upload of bid to the Bidnetdirect web site. 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 PHOTO of the 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 notify an intent to award on the Bidnetdirect.com web site. The vendor who is named as the intent to award Contractor must submit the physical Bid Bond within 10 days or the intent to award may be revoked. 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. 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.

20. 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.

21. 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 per accident.
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 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.

SPECIAL CONDITIONS

City of Arvada Project No. 21-ST-02, 2021 Street Chip and Slurry Seal Program. Conditions peculiar, but essential, to the successful performance and acceptance of the work on this project are itemized below. As such, they shall take precedence over the Arvada *Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements* ("City Engineering Code").

A. GENERAL CONSIDERATIONS

SC-A-1 CONTRACT TIME AND LIQUIDATED DAMAGES:

This project is to be completed, including cleanup, within 90 consecutive calendar days after the date specified in the Notice to Proceed, unless the contract time is adjusted by change order. The bidder shall agree to pay to the owner, as liquidated damages, the sum of \$1,600.00 for each consecutive calendar day that the work exceeds the allotted contract time.

SC-A-2 MEASUREMENT AND PAYMENT:

Measurement of the work performed and payment, at the unit or lump sum price quoted in the Bid Schedule, shall be made in accordance with requirements of the Measurement and Basis of Payment Section of the Standard Specifications, or as hereinafter stated in the Special Conditions.

SC-A-3 NON CONFORMITY OF MATERIAL OR FINISHED PRODUCT:

Where materials installed or the finished product fail to meet the minimum requirements of these Contract Documents, the basis of determining final payment to the contractor shall be determined in accordance with the current revised Section 105.03 of the 2017 edition of the Colorado Department of Highways Standard Specifications and supplement thereto.

SC-A-4 INSURANCE REQUIREMENTS:

The Contractor shall at his own expense, maintain insurance in full force and effect, in accordance with the requirements of section 2.33 of the Standard Specifications throughout the duration of the contract with the City.

SC-A-5 OSHA REQUIREMENTS:

Observing the rules and regulations required by the Occupational Health and Safety Administration (OSHA) is the responsibility of the Contractor on this project.

SC-A-6 CITY HOLIDAYS:

The Contractor, when performing work on a city holiday, Saturday, Sunday, or in excess of ten (10) hours on a weekday, in accordance with Section 27-174(b)(2) of the Code of the City of Arvada, agrees to reimburse the Owner for the inspector's time at the following rate:

First 2 hours, or fraction thereof: \$100.00
Each additional 2 hours or fraction thereof: \$100.00

Payment shall be made payable to the City of Arvada within ten days of the date of invoice from the Owner.

SC-A-7 MINOR CONTRACT REVISIONS:

Miscellaneous modifications in the work, ordered by the Project Manager in the form of a field order, will be considered a minor contract revision. Payment for accepted work performed under this pay item "Minor Contract Revision" will be made in accordance with General Conditions and 2.16 and 2.17 of the City Engineering Code. If the Contractor feels that a field order issued by the Project Manager entitles the

Contractor to a change in the total contract price or time, or both, (i.e. the contractor feels that the field order involves costs over and above the amount available in the Minor Contract Revisions bid item) then the Contractor shall notify the Project Manager, in writing, within 7 days after receipt of the field order. The Contractor shall not execute any such field order changes ordered by the Project Manager pending the receipt of a written Change Order document executed either by the City Manager or Mayor authorizing an increase in the total contract price. Any such work completed by the contractor prior to receipt of an executed Change Order will be at the Contractor's risk and be subject to removal by the Contractor should a Change Order not be approved and executed by the City Manager or Mayor for such work.

SC-A-8 FIELD ORDERS:

An authorized representative of the Contractor shall acknowledge receipt of field orders by promptly signing all written field orders delivered to the job site. Verbal field orders given by the Project Manager will be recorded in writing in the municipal inspector's daily report that is to be signed by the contractor's authorized representative.

SC-A-9 PROJECT STATUS MEETINGS:

Meetings for discussion of project status, scheduling, and problem solving will be held weekly or as necessary as determined by the Project Manager at a location and time determined at the pre-construction conference. The Contractor shall ensure their Project Manager or Superintendent is present at these meetings to discuss and have available weekly quantity updates on work that has been completed, three week look-ahead schedule for purposes of inspection and testing, citizen notification, and other issues as they may arise. Field meetings with the Contractor, Project Manager and Project Inspector will be held to discuss specific issues on an as-needed basis.

SC-A-10 CHANGE OF METHOD:

Any cost due to change in construction method will be the responsibility of the contractor.

SC-A-11 CONSTRUCTION WATER:

All construction water will be provided by the City free of charge through existing City owned fire hydrants. Contractor will be required to obtain a hydrant meter from the City Utilities division which will require a \$1,250 refundable meter deposit upon return of the meter in acceptable working condition.

SC-A-12 STORMWATER CONSTRUCTION PERMIT:

The Contractor shall be required to obtain a City of Arvada Site Development Permit from the Arvada Storm Water Utility Division. For permit requirements go to Arvada.org/services and click on Building/Development. Contractor shall implement best management practices that include inlet protection for all inlets affected by the work as well as stockpile protection in order to control runoff from stockpiles. Contractor shall also be required to perform street sweeping daily to limit tracking from the work site. Uncontrolled releases of dirt or silt from the project into drainage ways, which includes the gutter or storm-water inlets, constitutes a violation of Arvada Ordinance punishable by up to \$999 per day per incident. No additional payment will be made for obtaining a City of Arvada Site Development Permit and implementing best management practices required to prevent uncontrolled releases of dirt or silt from the project into drainage ways, which includes the gutter or storm-water inlets.

SC-A-13 WORK WITHIN UNION PACIFIC RAILROAD RIGHT-OF-WAY AND CITY OF ARVADA PERMIT REQUIREMENTS:

The Contractor will be required to prepare and apply for UPRR permits (if required) where work will occur on or adjacent to Railroad Right-of-Way. The City of Arvada will be indicated as the permittee on the permit applications. The Contractor shall apply for UPRR permits (if required) far enough in advance of the work so as not to delay the project.

UPRR permit (if required) will not be paid for separately but shall be included in the cost of Traffic Control. The successful bidder who is awarded this project shall obtain or be currently licensed with the City of

Arvada, Engineering Division with a Class MC-B Contractor license. A City of Arvada no-charge permit for this project shall be obtained prior to issuance of the Notice to Proceed.

SC-A-14 OPTION TO RENEW FOR SUBSEQUENT YEARS (WITH PRICE ADJUSTMENTS ALLOWED):

The City shall have the option to renew the contract for an additional two (2) one year periods; provided, however, that the Bidder provided satisfactory performance during the previous contract period. Continuation of the contract beyond the initial period is a City prerogative and not a right of the Bidder and will be exercised only when such continuation is clearly in the best interest of the City.

During the option period, the City will consider an adjustment to the pricing structure if the successful Bidder can demonstrate, through documentation issued by material suppliers that they were subject to a price adjustment. It shall be understood that such price adjustments shall not exceed the amount passed on to the successful Bidder by the supplier. Under these circumstances, the City may, in its best interest, negotiate a price adjustment with the successful Bidder.

The successful Bidder is obligated to notify the City of such adjustments, either price reductions or price increases, within 14 calendar days after receiving said notification from the supplier.

Pricing and specification changes, if any, shall be negotiated and agreed upon by both parties. The City reserves the right to reject any price adjustments submitted by the Bidder and/or to terminate the contract with the Bidder based on such price adjustments.

SC-A-15 PROJECT WARRANTY PERIOD:

The warranty period for this project shall be two (2) years in accordance with Section 2.40 of the Standard Specifications. The Performance and Payment Bond shall remain in full force and effect throughout the two (2) year guarantee and warranty period.

B. CONSTRUCTION CONSIDERATIONS

WORK DESCRIPTION:

Work for this contract shall consist of street surface preparation to include a clean and dry surface free of vegetation and debris prior to the application a Chip and Slurry seal in accordance with the *Arvada Engineering Code of Standards and Specifications for the design and Construction of Public Improvements ("City Engineering Code")*, The Metropolitan Government Pavement Engineers Council (MGPEC) Specifications and with the Special Conditions herein. The Contractor shall furnish all labor, equipment, material, and incidentals necessary to complete the Slurry Seal and/or Chip Seal application at locations designated on the Project Street Schedule and Project Location Map.

SC-B-1 WORK LOCATIONS AND SUMMARY OF APPROXIMATE QUANTITIES:

The street list and summary of approximate quantities of work are listed here. The City reserves the right to add or delete quantities, additional locations, and items of work contained in the Bid Schedule without change in the unit prices bid in accordance with Section 2.16 of the Standard Specifications.

2021 Street Chip and Slurry Seal Program Street Schedule			
Slurry Seal Type II			
BEECH CT	87TH D to 87TH PKWY	LOCAL ROAD	551 SY
BEECH WAY	87TH DR to 87TH DR	LOCAL ROAD	1946 SY
DEFRAME CT	87TH DR to CDS	LOCAL ROAD	1741 SY
ELDRIDGE ST	CDS to 87TH LN	LOCAL ROAD	760 SY
ELLIS CT	87TH LN to CDS	LOCAL ROAD	1386 SY
FLORA CT	87TH DR to CDS	LOCAL ROAD	1315 SY

GARDENIA CIR	87TH DR to 87TH DR	LOCAL ROAD	2415 SY
W 77TH AVE	77TH DR to CDS	LOCAL ROAD	941 SY
W 77TH DR	CDS to WARD RD	LOCAL ROAD	6398 SY
W 77TH PL	77TH DR to CDS	LOCAL ROAD	1116 SY
W 78TH CIR	WARD RD to WARD RD	LOCAL ROAD	5145 SY
W 80TH PL	ZINNIA ST to YOUNGFIELD ST	LOCAL ROAD	3265 SY
W 81ST AVE	ALKIRE ST to YOUNGFIELD ST	LOCAL ROAD	4229 SY
W 81ST PL	CDS to CDS	LOCAL ROAD	1671 SY
W 87TH DR	87TH PKWY to 87TH TER	LOCAL ROAD	11888 SY
W 87TH LN	87TH DR to 87TH DR	LOCAL ROAD	4548 SY
W 87TH TER	87TH DR to 87TH DR	LOCAL ROAD	3670 SY
YOUNGFIELD ST	CDS to 81ST AVE	LOCAL ROAD	3171 SY
ZANG ST	CDS to 81ST PL	LOCAL ROAD	3153 SY
ZINNIA ST	78TH CIR to 81ST AVE	LOCAL ROAD	2802 SY
Chip Seal Type II			
W 72ND AVE	HOLMAN ST to XENOPHON CT	2 LANE ART	41756 SY
WARD RD	77TH DR to ALKIRE ST	LOCAL ROAD	8089 SY
Hot Chip			
W 82ND AVE	CL to CULEBRA ST	2 LANE ART	19290 SY

Total Slurry Seal Type II SY	62,111 SY
Total Chip Seal Type II (1/4") SY	49,845 SY
Total Hot Chip SY	19,290 SY
Total Program SY	131,246 SY

Summary of Approximate Quantities		
Item Description	Bid Qty.	Unit
Removal of Pavement Marking	11425	SF
Erosion and Sediment Control	1	LS
Slurry Seal Type II	62111	SY
Chip Seal Type II (1/4 in)	49845	SY
Chip Seal Type III (3/8 in)	0	SY
Hot Chip Seal	19290	SY
Mobilization	1	LS
Temporary Raised Pavement Markers	1	LS
Traffic Control Management (TCM)	29	DY
Flagger	938	HR
Arrow Board	32	DY
Portable Variable Message Sign	32	DY

Uniform Traffic Control (UTC)	32	HR
Uniform Traffic Control Vehicle (UTCV)	32	HR
Citizen Notification	1	LS
Minor Contract Revisions	1	LS

SC-B-2 WORK ELEMENTS SCHEDULE AND ORDER OF WORK:

Prior to Chip Seal application on any street location for this project, HMA patching and crack sealing on the streets listed in the Project Street Schedule will be completed by City Crews.

The Contractor may work on streets in the contract schedule at his discretion and streets adjacent to, or within close proximity to a location where he is currently working, but in no case will he be allowed to leave one location or area until the current location is completed, including cleanup to the satisfaction of the City. The City reserves the right to coordinate performance of any part of the work under this contract as circumstances warrant with respect to weather, traffic access, other City projects, or for other reasons deemed necessary by the City.

Weather and Seasonal Limitations:

All materials for CRS-2P Emulsion and Chip Seal shall be applied only when the ambient air and surface temperature of the pavement is 65° F. and rising. No materials shall be applied when there are threats of rain, periods of abnormally high humidity, wet pavement with standing water, and other conditions that could affect the performance of material placement. Under no circumstance shall the chip or slurry seal be applied between September 30th and May 31st of the paving season.

SC-B-3 TRAFFIC CONTROL:

The Contractor shall furnish all the necessary barricading, coning, flagmen, incidentals, etc. to properly control traffic in accordance with the section 50 of the City Engineering Code and the latest edition of the FHA Manual for Uniform Traffic Control Devices and Colorado Supplement ("MUTCD"). When working in the State of Colorado right of way traffic control methods must meet the requirements of the Colorado Department of Transportation. Hand-painted signs are not permitted.

The Contractor is responsible for installing and maintaining all traffic control devices to insure safety and accessibility to the public and workers throughout construction. "Public" shall include, but not be limited to drivers, bicyclists and pedestrians. If accessibility cannot be met, the contractor shall provide the proper road, sidewalk, bike lane closures, etc. and detour router per the City's Engineering Code and MUTCD.

The Contractor shall furnish standard traffic control including advance-warning signs at the beginning and end of each phase of the work as it progresses and at intermediate locations as required by the City of Arvada, including but not limited to "**Fresh Oil**", "**Loose Rock**", and "**Fines Doubled**" signs. Application of CRS-2P emulsion and chip seal placement shall proceed in such a manner so as to minimize traffic interruption and hazards. Placement of advance-warning signs shall be approved by the City's Traffic section as a part of the Traffic Control Plan for each location.

The Contractor shall furnish the City's Traffic Division with two copies of a traffic control plan for review and approval for all work sites, and shall not proceed with any work until approval of the site specific traffic control plan has been received. The plan must be submitted at least **five (5)** business days in advance of the work at that location. If during construction the Traffic Division determines that the traffic control plan needs to be adjusted to better meet actual field conditions, the contractor shall immediately make said adjustments at no additional cost to the City. **The contractor is responsible for determining the probable requirements with the City's Traffic Division prior to the bid opening.** The Contractor is directed to Section 50 of the *Arvada Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements* for more specific information on traffic control. The Contractor shall notify the Traffic Division (720-898-7740) a minimum of one business day in advance of all closures including temporary lane closures on public roads, private accesses, and business accesses.

Traffic Control Supervisor

The contractor shall designate an individual, other than the superintendent, to be the Traffic Control Supervisor. The Traffic Control Supervisor shall be certified as a worksite traffic supervisor by either the American Traffic Safety Association (ATSSA) or the Colorado Contractors Association (CCA). The responsibilities and duties of the Traffic Control Supervisor shall be as stated in Section 630.11 of the Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, 2017 edition.

Lane Closure Restrictions

Lane closures in the various street classifications are as follows:

Arterial Street:

Lane closures 8:30 am to 3:30 pm
Construction activities 8:30am to 3:30 pm
Must maintain one lane in each direction at all time

Collector Street:

Lane closures 8:30 am to 3:30 pm
Construction activities 7:00am to 7:00 pm
Must maintain one lane with adequate flagging at all times

Local Street:

Lane closures 7:00 am to 7:00 pm
Construction activities 7:00am to 7:00 pm
May be closed to through traffic unless otherwise noted during working hours.

Traffic restrictions on weekends and outside of normal working hours shall be determined by the Traffic Division on a case by case basis.

If the Contractor violates the above working time limitations, the Project Manager may give written notice to stop work on the project at the beginning of the next work day and work cannot resume until the Contractor provides a written explanation for the violation and assurance to the Engineer that there will not be a reoccurrence of the violation. If subsequent working time violations do occur, the Project Manager will notify the contractor in writing that there will be a price reduction for each incident of violation in accordance with the schedule describe further below. The price reduction will not be imposed when changed contract conditions are encountered during the normal working time or the violation was a result of circumstances beyond the control of the Contractor or subcontractor. Delays in material delivery are not considered circumstances beyond the control of the Contractor. The price reduction will not constitute a penalty, but will be considered a failure to perform traffic control in accordance to the contract specifications.

An incident is any violation up to 30 minutes in duration. Each 30 minutes or increment thereof will be considered an incident. A price reduction will be assessed for each successive or cumulative 30 minute period of violation as determined by the Engineer. The price reduction will increase at a progressive rate. A 15 minute grace period may be granted at the beginning of the second incident before a price reduction is applied. The incident charges are cumulative throughout the project.

PRICE REDUCTION SCHEDULE

<u>Incident</u>	<u>Incident Rate</u>	<u>Total Price Reduction</u>
1 st	Notice to Stop Work	\$0
2 nd	\$150	\$150
3 rd	\$300	\$450
4 th	\$600	\$1,050
5 th	\$600	\$1,650
etc.	etc.	etc.

Section 3.46 of the Arvada Engineering Code of Standards and Specifications for the design and Construction of Public Improvements shall be revised herein as follows:

Traffic Control Management (TCM):

TCM shall be paid by the day in which the Contractor works on some portion of the project for at least 2 hours and traffic control devices are required. The City will pay no more than 1 TCM day for each working day, even if multiple operations are occurring at one time in different locations which could possibly require more than one person supervising traffic control. The TCS or a designated representative shall check the traffic control devices on non-working days. The TCS will **not** be paid for the checking traffic control devices on days when no work is being performed. This work shall be considered incidental to other work times.

Flagging:

Flagging shall be paid for by the hour for each hour worked by each flagger. Flagging hours will be paid for only when flaggers are directing traffic as agreed to by a City representative. Daily traffic control reports detailing the number of flaggers and flagger hours each day submitted to the Project Manager daily will be the basis of payment.

Additional Arrow boards / Message boards shall be paid by for by the day for each day they are in place at the direction of the Project Manager.

All other items required for adequate traffic control including, but not limited to, signs, cones, panels, barricades, and other traffic control devices, and the preparation and implementation of the traffic control plan for all operations, will not be paid for separately, but shall be included in the cost of the work items.

SC-B-4 UNIFORMED TRAFFIC CONTROL AND UNIFORMED TRAFFIC CONTROL (VEHICLE):

Uniformed Traffic Control (UTC) and Uniformed Traffic Control Vehicle (UTCV) shall be used only at signalized intersections and when required by the Engineer. UTC and UTCV shall be provided in accordance with the current Colorado Department of Transportation Standard Specifications for Road and Bridge Construction Section 630 except as revised for this project as follows:

Section 630 shall include the following:

This work includes furnishing a uniformed police agency officer to perform uniformed traffic control. The officer shall have completed "The Safe and Effective Use of Law Enforcement Personnel in Work Zones" training course. The Contractor shall provide copies of documentation certifying the officer's successful completion of this course.

This work includes furnishing a vehicle for the officer to use in performing uniformed traffic control.

Traffic Control Vehicles:

When called for on the plans, and/or as authorized by the Engineer, the Contractor shall furnish full-sized, late model, white sedans, or a police agency's patrol vehicle to be used by uniformed police agency officers in the performance of Uniformed Traffic Control duties. The Contractor shall be responsible for licensing, insuring, servicing, and fueling the vehicle.

For each traffic control vehicle furnished by the Contractor, the Contractor shall furnish Class 1 SAE certified light bar and control panel for exclusive use by uniformed police agency officers while performing Uniformed Traffic Control. The light bar shall have the following configuration:

1. Minimum of 44 inches in length, and shall be either permanently or temporarily attached to the top of the vehicle.
2. Flash red on the driver side and blue on the passenger side.
3. Equipped with an amber-colored directional device in the rear of the bar.
4. Have alley and takedown lights.

5. The control panel shall be capable of controlling the front of the bar and the rear of the bar separately.
6. The traffic advisor shall be controlled separately.

The light bars shall be mounted on traffic control vehicles, and shall be maintained in good operating condition at all times. The Contractor shall obtain a permit from the Police Department, as appropriate, for the use of the light bars. The Contractor shall keep the light bars covered at all times when the traffic control vehicle is being used by someone other than the authorized uniform police agency officer.

MEASUREMENT AND PAYMENT

Uniformed Traffic Control (UTC) shall be measured by the total number of hours that are required for a uniformed traffic control officer including minimum shift hours required by the agency. The accepted number of hours of Uniformed Traffic Control shall be paid for at the contract unit price per hour.

Uniformed Traffic Control (Vehicle) shall be measured as the contract unit price per hour for the uniformed traffic control officer and traffic control vehicle. No separate payment shall be made for the Contractor furnishing a Traffic Control Vehicle with light bars and other equipment, licensing, insuring, servicing, and fueling a Traffic Control Vehicle but shall be included in the work.

Hours of Uniformed Traffic Control or Uniformed Traffic Control (Vehicle) that are not authorized or approved will not be paid for. Scheduling of traffic control will not be measured and paid for separately, but shall be included in the work.

SC-B-5 CITIZEN NOTIFICATION:

Residents and businesses along project streets shall be notified by the Contractor at least 24 hours in advance of the work by means of informational flyers prepared by the Contractor, or by means of personal contact with businesses. At least 24 hours in advance of the beginning of the surface seal operation, the Contractor shall then notify the residents and businesses by distributing informational "door hangers" provided by the Contractor. It shall be the Contractor's responsibility to keep a written log of communication with business owners and their representatives should questions arise regarding proper advance notification. The door hangers shall be distributed a minimum 24 hours in advance of the work and at the time "No Parking" signs are set on the street to prior to beginning any phase of the contract work. A reduction in payment or stoppage of work will be issued if this procedure is not strictly followed.

Payment for "Citizen Notification" shall be paid as a percentage of the lump sum bid item for the contract amount earned and paid with each progress payment. Payment for "Citizen Notification" shall include all labor, materials, and incidentals required for each notification and during each phase of the contract work. No additional compensation shall be made for additional notification due to weather delays, equipment breakdowns, etc.

SC-B-6 MATERIALS AND MIX DESIGN SUBMITTALS:

All materials used on this Project shall meet the requirements of Sections 11, 12 and 15 of the City Engineering Code, and Items 25 and 26 of the Metropolitan Government Pavement Engineers Council (MGPEC) Specifications, and supplements thereto. However, where these Special Conditions vary from the Standard Specifications, the Special Conditions shall take precedence.

Mix Design Submittals: Two copies of the mix design for each material used on the project shall be submitted at least two weeks prior to start of work. A qualified independent testing laboratory shall prepare the mix design at the Contractor's expense. The mix design(s) shall include sources of all materials and testing data by a qualified laboratory, verifying conformance with these Specifications. Field changes to the mix design(s) must be reviewed and approved by the Engineer before incorporation into the Project.

SLURRY SEAL:

This works shall consist of the application of a Type II Slurry Seal that meets the requirements of Section 12 of the City Engineering Code and Item 26 of the MGPEC specifications.

The emulsified asphalt shall be a quick setting, cationic type conforming to the requirements of ASTM specification for CQS-1hL (latex polymer modified) emulsion. Polymer modified asphalt emulsion shall contain 1.0%, by weight, of styrene-butadiene rubber (SBR) polymer solids by weight of residual asphalt. Residual asphalt shall range between 7.5 and 13.5 percent by weight to dry aggregate.

Tack coat shall be CSS-1h emulsified asphalt thinned to a mixture of one part emulsified asphalt and three parts potable water.

Screening of aggregate shall be required at the stockpile prior to delivery to the paving machine. Presence of oversized granular material shall be grounds to stop work on the project until compliance with these Specifications is demonstrated to the Engineer.

Aggregate shall be free of clay lumps and other deleterious material. Presence of clay lumps in the aggregate shall be grounds to suspend operations until compliance with these Specifications is demonstrated to the Engineer.

Mineral fillers such as Portland cement, limestone dust, lime fly ash and others shall be considered as part of the blended aggregate and shall be used in the minimum amount required by the mix design. Mineral filler limits shall be 0.50% to 3% of dry weight of the aggregate. Mineral fillers shall be manufactured in the same year as the project.

Mineral fillers shall be used for the following purposes:

- A. To improve the gradation of the aggregate.
- B. To control the time of break and the set time of the emulsion.
- C. To provide improved stability and workability.
- D. To increase the durability

The aggregate shall be manufactured 100 percent crushed stone such as granite, slag, limestone, chert, or other high quality aggregate, or combination thereof. All aggregates shall have at least two fractured faces.

Test	Quality	Specification
AASHTO T176*	Sand Equivalent	55 Min.
AASHTO T104	Soundness	15% Max. using NA ₂ SO ₄ Or 25% Max. using MgSO ₄
AASHTO T96	Abrasion Resistance	25% Max. Grading D

*Moisture condition sample at least 24 hours prior to running test.

Aggregates shall have the following gradation and application rate:

Sieve Size	Percent Passing	Job Tolerance
1/2"	100	±0
No. 4	90-100	±4
No. 8	65-90	±4
No. 16	45-70	±3
No. 30	30-50	±3
No. 50	18-30	±3
No. 100	10-21	±3
No. 200	5-15	±2
APP. RATE	17-19 LBS/SY	

CHIP SEAL:

This work shall consist of the placing Type I or Type II Chip Seal that meets the requirements of section 12 of the City Engineering Code and Item 25 of the MGPEC Specifications.

A polymerized cationic rapid set emulsified asphalt (CRS-2P) shall be used on this Project and shall consist of an emulsified blend of polymerized asphalt, water, emulsifiers, and polymer. The asphalt cement shall be polymer modified prior to emulsification and shall contain a minimum of 3% styrene-butadiene-styrene (SBS) block copolymer by weight of asphalt cement. The emulsion, standing undisturbed for a minimum of 24 hours, shall show no milky white separation, but shall be smooth and homogeneous throughout. The emulsion shall be pumpable and suitable for application through a distributor.

Aggregates shall be hard, durable, clean, and be free of any coatings or deleterious material. The aggregates shall have 100% fractured faces. The aggregate shall have a maximum loss of 20 percent when tested using the LA Abrasion procedure as defined by AASHTO T 96. Only one type of aggregate shall be used and substitutions shall not be allowed. When tested using AASHTO T 182, the aggregate shall retain at least 95 percent of the emulsion. When tested by the boiling water stripping test method ASTM D 3625, the aggregate shall retain at least 80 percent emulsion. The aggregate shall conform to the following gradation:

Sieve Size	Type I	Type II
3/4"	100	100
1/2"	100	100
3/8"	100	90-100
No. 4	90-100	5-30
No. 8	5-30	0-3.0
No. 200	0-1.0	0-1.0
APP. RATE	20-25 LBS/SY	23-28 LBS/SY

HOT CHIP SEAL:

The Hot Chip Seal shall consist of placing a standard Type II or Type III Chip Seal, as specified in the followed by an application of an additional cover coat material.

Hot Chip Seal shall be in accordance with Sections 12 of the City Engineering Code, and Item 25 of the Metropolitan Government Pavement Engineers Council (MGPEC) Specifications.

Asphalt material shall be AC 20 and asphalt content shall be 5.0% to 5.5%.

Aggregates shall be hard, durable, clean, and be free of any coatings or deleterious material. The aggregates shall have 100% fractured faces. The aggregate shall have a maximum loss of 20 percent when tested using the LA Abrasion procedure as defined by AASHTO T 96. Only one type of aggregate shall be used and substitutions shall not be allowed. When tested using AASHTO T 182, the aggregate shall retain at least 95 percent of the emulsion. When tested by the boiling water stripping test method ASTM D 3625, the aggregate shall retain at least 80 percent emulsion. The aggregate shall conform to the following gradation:

Sieve Size	Hot Cover Coat
1/2"	90-100
3/8"	60-90
No. 4	25-35
No. 8	15-25
No. 200	3-8
APP. RATE	60-80 LBS/SY

SC-B-7 CONSTRUCTION REQUIREMENTS:

Construction practices for this Project shall meet the minimum requirements of Sections 11, 12 and 15 of the City Engineering Code and Items 25 and 26 of the Metropolitan Government Pavement Engineers Council (MGPEC) Specifications. However, where these Special Conditions vary from the Standard Specifications, the Special Conditions shall take precedence.

SLURRY SEAL:

Surface Preparation:

Immediately prior to beginning each phase of the work, the Contractor shall be responsible for providing a clean, dry pavement surface by sweeping, removal of vegetation, grease and/or oil spots, dirt and loose debris. The Contractor shall notify the City prior to any materials application for an inspection and approval of the pavement surface condition made by the City before any cover coat material can be applied.

The City will be responsible for any pavement repairs, crack filling or necessary tree trimming.

Equipment:

All equipment, tools, and machines used in the performance of this work shall be maintained in satisfactory working order at all times. Descriptive information on the mixing and applying equipment to be used shall be submitted for approval not less than 7 days before the work starts.

- 1) Mixing Equipment: The mixing machine shall be a continuous flow mixing unit, capable of delivering accurate predetermined proportions of aggregate, mineral fillers, water and asphalt emulsion to a revolving multi blade mixer tank, and of discharging the thoroughly mixed product on a continuous basis. The machine shall be capable of mixing materials in preset proportions regardless of the speed of the machine engine, and without changing machine settings. The spreader box shall be furnished with a full width burlap drag.

The aggregate shall be pre-wetted immediately prior to mixing with the emulsion. The mixing unit shall be capable of thoroughly blending all ingredients together without violent action. The mixing machine shall be equipped with suitable means of accurately metering each individual material being fed into the mixer, so the machine can be accurately calibrated and that the quantities of material used during any one period can be accurately totaled.

The mixing machine shall be equipped with a water pressure system, and fog type spray bar adequate for completely fogging the pavement surface with up to 0.55 gallons per square yard, immediately ahead of the spreading equipment.

- 2) Spreading Equipment: The spreader box shall be equipped to prevent loss of mixture from all sides and shall have a flexible rear strike-off screed. It shall be capable of producing a uniform surface over its full width. The ability to regulate width of placement of new material is a desirable feature. It shall have suitable means for side tracking to compensate for deviations in pavement geometry. Drags shall be kept in a completely flexible condition at all times. The box shall be kept clean and build-up of asphalt and aggregate shall not be permitted.
- 3) Cleaning Equipment: Power brooms, power blowers, air compressors, water flushing equipment and hand brooms shall be suitable for cleaning the base pavement surface and cracks therein.

Application:

The slurry mixture shall be of the desired consistency as it leaves the mixer and no additional elements shall be added in the spreader box. A sufficient amount of slurry shall be carried in all parts of the spreader box at all times so that complete coverage is obtained over the application area.

Work hours shall be established at the pre-construction meeting. Each day's application of slurry surfacing shall end with sufficient time to allow for complete curing by the end of the established work hours.

No lumping, balling or unmixed aggregates shall be allowed in the mixer or spreader box. If the coarse aggregate settles to the bottom on the mix, the affected slurry will be removed from the pavement and the problem corrected. No breaking of the emulsion will be allowed in the spreader box. No longitudinal streaks will be allowed in the finished pavement. Any area of longitudinal streaking will be replaced or repaired.

Operators and equipment shall be capable of producing straight lines along curbs and shoulders. No runoff into these areas will be permitted. Overlap onto gutter pans shall not exceed two (2) inches. The Contractor shall remove excessive overlap or runoff. Lines at intersections will be kept straight to provide a neat looking appearance.

- 1) Joints: Longitudinal joints shall be overlapped no more than 6 inches over previously placed slurry. Building paper shall be used at transverse joints to minimize or eliminate overlap and bumps. No excessive build-up or unsightly appearance shall be permitted on longitudinal or transverse joints. Drags are required and shall be burlap type. Drags must be kept relatively clean and free of excessive build-up. Drags shall be replaced daily or more often at the discretion of the Engineer.
- 2) Hand Work: Approved squeegees shall be used to spread slurry in areas not accessible to the slurry mixer. Squeegee areas shall be hand finished with a burlap drag prior to breaking of the emulsion. Care shall be taken to leave a pleasing appearance similar to that of the machine spreader surface.
- 3) Curing: The slurry seal mixture shall be cured and the roadway opened to traffic within 3 hours of placement. Each day's application of slurry surfacing shall end with sufficient time to allow for complete curing by the end of normal work hours as set at the pre-construction meeting.

CHIP SEAL:

Equipment:

All equipment shall conform to the requirements of Items 25 of the Metropolitan Government Pavement Engineers Council (MGPEC) Specifications, unless specified otherwise in these Special Conditions. All equipment, tools, and machines used in the performance of this work shall be maintained in proper working order at all times.

Sweepers:

A minimum of two vacuum designed sweepers having only negative air pressure at the road surface capable of removing excess aggregate and debris material shall be used on this Project. The body hoppers of the vacuum sweepers shall be a minimum capacity of ten cubic yards, and the negative air pressure at the intake shall be rated at forty-six inches (46") of negative water pressure. Sweepers shall meet applicable U.S. Environmental Protection Agency Standards. No mechanical pick-up brooms will be allowed on this project.

Bituminous Distributor:

The distributor(s) shall be self-powered and capable of distributing a uniform application rate of emulsion varying from 0.05-1.00 gallons per square yard over a variable width of up to 15 feet. The distributor(s) shall be computer controlled or calibrated to conform to the manufacturer's procedure prior to application of the emulsion. Distributor equipment shall include a tachometer, pressure gauges, accurate volume measuring devices or a calibrated tank, and a thermometer for measuring temperatures of tank contents. Distributors shall be equipped with a power unit for the pump, and full circulation bars adjustable laterally and vertically.

Aggregate Spreader:

The chip seal aggregate shall be placed by a self-propelled aggregate spreader supported by at least four wheels equipped with pneumatic tires on two axles. Prior to the start of work, the aggregate spreader shall be calibrated to achieve the specified cover coat aggregate application rate. The

aggregate spreader shall be capable of providing a uniform layer of aggregate at the specified application rate per square yard over a variable width up to 15 feet in a single pass. The aggregate spreader shall be equipped with computerized application controls so that the required amount of cover coat aggregate is deposited uniformly over the full width of the CRS-2P emulsion.

Rollers:

A minimum of two self-propelled pneumatic tired rollers shall be used to seat the chip seal application. The rubber tired rollers shall weigh at least 10 tons each. Tire pressure shall be as specified by the manufacturer and shall not vary more than +/- 5.0 psi.

Application of Bituminous Materials:

The CRS-2P emulsion shall be applied by means of a self-powered pressure distributor capable of providing a uniform and continuous application at the specified rate and on variable widths of up to 15 feet in a single pass. Where multiple passes are required to complete the full width, the four inches (4") adjacent to the second pass may be left with 50% coverage, provided the next pass of the distributor completes the full application rate as specified. The emulsion shall be applied at a minimum temperature of 160° F.

The distributor shall be moving forward at the proper application speed at the time the spray bar is opened. If streaking of the emulsion occurs, the distributor operation shall cease immediately until the cause is determined and corrected. Streaking of the emulsion, skipped areas, and other deficiencies shall be corrected immediately by the Contractor at no cost to the City before the operation may continue. At no time shall the emulsion be allowed to break, set, chill, harden, or otherwise impair aggregate retention before the aggregate has been properly applied and rolled.

Application of Cover Coat Aggregate (Chip Seal):

The cover coat aggregate shall be applied by the aggregate spreader at the specified rate and gradation immediately following application of the CRS-2P emulsion. The width of the aggregate spreader shall be equal to width of the emulsion spread, except where additional passes of the aggregate spreader are required. Areas which are deficient in cover coat aggregate shall be covered immediately with additional material.

Rolling:

Initial rolling shall begin immediately following the cover coat aggregate application. Two self-propelled pneumatic tired rollers shall work in tandem until a minimum of three complete passes are obtained. At no time shall the rollers travel more than ten miles per hour.

Sweeping and Fog Seal:

Within 24 hours of the Chip Seal application, the surface shall be swept clean and all loose chip removed from the roadway, sidewalks, gutters, medians, landscaping, and all adjacent areas without removing any embedded material in the newly chip sealed surface. Immediately following the sweeping, a fog seal emulsion of one part CRS-2P to one part potable water shall be applied to the swept surface at the rate of 0.10 to 0.12 gallons per square yard. The fog seal application MUST be allowed to set before opening any one lane or section to traffic. Failure to comply with this requirement may result in a stop work order and further price reductions for each incident of violation in accordance with the Price Reduction Schedule in SC-8. Work will not continue on other portions of the roadway until sweeping and fog seal application has been completed to the satisfaction of the City. The Contractor shall conduct additional sweeping if so directed at no additional cost to the City.

HOT CHIP SEAL:

Mixing Plant for Hot Cover Coat shall be capable of producing a uniform material, have adequate capacity, and be maintained in good mechanical condition. Dust, smoke, or other contaminants shall be controlled at the plant site to meet all air quality requirements in the "Colorado Air Quality Control Act," Title 25, Article 7, CRS and regulations promulgated thereunder.

Hauling Equipment for Hot Cover Coat shall have clean beds thinly coated with a minimum amount of

paraffin oil, lime solution, or other approved release agent. Petroleum distillates such as kerosene or fuel oil will not be permitted. Each truck shall have a cover of canvas or other suitable material to protect the mixture from the weather and excessive temperature loss or cooled layers of mix in truck.

Self-propelled pavers shall be provided for full lane width paving, and shall be equipped with a screed assembly, heated if necessary, capable of spreading and finishing the bituminous plant mix material in full lane widths applicable to the typical section and thickness shown in the Contract.

The paver shall have an automatic distribution system that will place and spread the mixture uniformly in front of the screed.

The paver shall be capable of operating at forward speeds consistent with uniform and continuous paving of the mixture. Stop and go operations of the paver shall be avoided. The screed or strike-off assembly shall produce the specified finished surface without tearing, shoving, or gouging the mixture. Self-propelled pavers shall be equipped with automatic screed controls with sensors capable of sensing grade from an outside reference line, and maintaining the screed at the specified longitudinal grade and transverse slope. The sensor shall be constructed to operate from either or both sides of the paver.

The controls shall be capable of maintaining the screed at the specified transverse slope within plus or minus 0.1 percent. Automatic mode should be used where possible. If the automatic controls fail or malfunction the equipment may be operated manually for the remainder of the normal working day, provided specified results are obtained.

Steel wheel rollers shall be used to seat the hot cover coat material.

Application:

Chip seal application, to include sweeping and fog seal, shall be in accordance with section 12 of the City Engineering Code, and Item 25 of the Metropolitan Government Pavement Engineers Council (MGPEC) Specifications.

Hot cover coat shall be applied within 5 days of the chip seal application. The material shall have a minimum temperature of 275 degrees F at placement and be applied in a ½" thick layer. A minimum of two steel wheel rollers making two or more passes shall follow immediately to seat and cool the material. The Contractor shall be responsible for cleaning all utility covers following application of hot cover coat.

SC-B-8 WATER VALVE BOXES, SURVEY RANGE BOXES, AND MANHOLES:

Water valve boxes, survey range boxes, manholes, and other appurtenances within the project limits shall be protected and kept clean during the street surface seal operation. They shall be covered in a suitable manner prior to the surface seal application and the covering removed immediately upon completion of the operation. Grade adjustments of such structures, if necessary, will be accomplished by City of Arvada, Streets Division personnel, Utilities Division personnel, or by the applicable Public Utility Companies. The Contractor shall give the Project Inspector at least two working days' notice prior to beginning the chip seal operation to allow scheduling of structure adjustments where necessary by City personnel or Public Utilities Companies.

It will be the sole responsibility of the Contractor to repair valve boxes, survey range boxes, manholes, and other appurtenances damaged by the Contractor. Asphalt repairs shall include at a minimum saw cutting +/-4'X4'X6", excavation and removal, subgrade compaction, HMA patching to final grade, prior to chip seal application.

SC-B-9 INLET PROTECTION:

This work shall consist of installation and maintenance of storm drain inlet protection at all inlets located within the work limits of each street location and at all locations affected by the milling, patching, surface replacement and overlay operations throughout the duration of the project.

For Type R Inlets, the inlet protection device shall consist of a 4" to 6" diameter aggregate filled, woven geotextile fabric or "rock sock", and shall be installed prior to any construction activity where debris may enter storm drain inlets. The aggregate for this device shall consist of gravel or crushed stone meeting the requirements of CDOT Table 703-7, Class C. A pre-manufactured device may be used as an alternative, subject to the approval of the City. Grated type inlets shall be completely covered during each phase of milling, patching and overlay operations. All inlet protection devices shall be functional and maintained throughout the course of the project, and removed following completion of each operation.

Storm drain inlet protection shall be capable of remaining in place during a storm event. Type R Inlet devices shall have an approximate weight of 7 to 10 pounds per lineal foot of device. The device shall be capable of conforming to the shape of curb. The ends of the device shall extend a minimum of one foot past each end of the inlet.

Measurement and Payment for "Inlet Protection" shall be paid as a percentage of the lump sum bid item for the contract amount earned. Payment for "Inlet Protection" shall include all labor, materials, equipment and incidentals required for each phase of the work. No additional compensation will be made for replacement of damaged devices or reuse of devices during each operation.

SC-B-10 PORTABLE VARIABLE MESSAGE SIGN:

The Contractor shall furnish, operate, and maintain a minimum of one Portable Variable Message Sign at each end of the work location when specified by the Project Manager. Each sign shall be placed at least seven (7) days prior to the start of construction activity and maintained in satisfactory operating condition throughout the duration of milling, patching, and overlay operations at each location.

Each sign shall be fully self-contained on a portable trailer capable of being licensed for normal highway travel and shall include leveling and stabilization jacks. The sign panel shall display a minimum of three eight-character lines of text. The text of the messages shall not scroll or travel horizontally or vertically across the face of the sign. The sign panel shall be a dot-matrix type with either fluorescent yellow flip-disks legend or LED legend on a flat black background. Each sign shall have its own separate power source with an independent battery back-up source to provide continuous operation upon failure of the primary power source.

The mounting of the sign on the trailer shall be such that the bottom of the sign panel is a minimum of five feet above the roadway, visible from one-half mile under both day and night conditions, and legible from a minimum of 650 feet.

"Portable Variable Message Signs" will be measured by each unit for each day actually used throughout the project. Payment for each unit shall include delivery to each location, maintenance, operation, storage, repairs, relocation to other sites, and all labor, equipment, materials, and incidentals. Additional payment will not be made for units used at one location and then relocated to another work location once the work is completed at the previous location.

Payment for "Temporary Raised Pavement Markers" shall be paid as a percentage of the lump sum bid item for the contract amount earned, and shall constitute full compensation for furnishing retro-reflective raised markers and adhesive, placement and removal, traffic control, and all materials, labor, equipment, and incidentals necessary to complete the work.

SC-B-11 REMOVAL OF PAVEMENT MARKING:

Removal of pavement marking shall be done in accordance with Section 202.05 of the 2017 Colorado Department of Transportation Standard Specifications for Road and Bridge Construction.

Measurement:

When "Removal of Pavement Marking" is measured as square foot, no separate measurement shall be made.

Payment:

"Removal of Pavement Marking" shall be paid for as lineal foot and shall be full compensation for removing and disposing of pavement marking and protection of existing pavement and adjoining properties during removal operations.

SC-B-12 RAISED PAVEMENT MARKERS (TEMPORARY):

Temporary raised pavement markers (TRPMs) approved by the City shall be placed by the Contractor on all center lines, turn pockets, bike lanes, skip lines and edge lines, prior to the chip seal application on all roadways in the Street Schedule. The TRPMs shall be retro reflective and shall meet the requirements of the current Manual of Uniform Traffic Control Devices (MUTCD), and Section 627 of the 2017 CDOT Standard Specifications, and supplement thereto. The location and placement of temporary raised pavement markers shall be coordinated through the City's Traffic section. The temporary markers shall be removed by the Contractor at the time permanent pavement markings are applied.

SC-B-13 FINAL PAVEMENT MARKINGS

Final pavement markings will be performed by City crews and are not made part of his project.

SC-B-14 MATERIALS TESTING & QUALITY CONTROL:

The City will provide materials testing services throughout the duration of this contract. The Contractor is encouraged to take independent or additional tests at his discretion, but such tests shall be performed at no additional cost to the City. The Contractor will cooperate with the City to ensure that adequate material samples are made available to the Project Tester and that such materials are accessible at all times.

The Contractor's attention is directed to Sections 11 and 15 of the City Engineering Code and the appropriate subsections thereof regarding production tolerances, inspection, materials testing, and frequency of testing. Specifications contained in these Sections and subsections of the Standard Specifications will be strictly adhered to.

When the City determines that the material furnished, work performed, or the finished product is not in conformity with these contract documents and has resulted in inferior or unsatisfactory product, the finished product or materials shall be removed and replaced or otherwise corrected by, and at the expense of the Contractor, unless the Engineer determines that the work can be accepted at a reduced price. Payment reduction, where allowed, shall be accomplished by adjusting pay quantities and following the procedures indicated in Section 11.14 of the Standard Specifications and applying contract unit prices to the reduced quantities.

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. Street Chip & Slurry Seal Program

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 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
_____, 2021, 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.

PRINCIPAL

SURETY

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.

2021 Street Chip & Slurry Seal					Date	
Project No.						
Project Manager: James Smith						
BID SCHEDULE						
Contractor :						
Address, City, Zip:						
Telephone: Bid Prepared By:						
			TOTAL		Unit	
	M&P	ITEM	Quantity	Unit	Cost	Extension
1				LF		
2				LF		
3				LF		
4				LF		
5				LF		
INCIDENTALS						
6				EA		
7				EA		
8				EA		
9				EA		
PRORATA						
10	SC-C-2, 3	Citizen Notification	1.00	LS		
11	3.46	Traffic Control	1.00	LS		
	SC-B-5					
12	3.49	Mobilization	1.00	LS		
REVISIONS, ADDITIONS						
13						

					TOTAL BID \$	

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: _____

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 _____, 2021, a copy of which is hereto attached and made a part hereof, for the performance of City of Arvada Project No.'s 2021 Street Chip & Slurry Seal

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 _____, 2021.

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.

NOTICE OF AWARD

Date

Company

Address

City, State Zip

RE: Project No. 2021 Street Chip & Slurry Seal

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 is 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 bylaw.

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 _____, 21 ____.

By: _____

Name: _____

Title: _____

NOTICE TO PROCEED

Date

Company
Address
City, State Zip

RE: Project No. 2021 Street Chip & Slurry Seal

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 _____ calendar 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 ___, 21 ____.

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 _____, 21____ 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- 21-Street Chip & Slurry Seal Program, issued 03.23, 21 , (“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 Rachael Morris, 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>ADD</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Add/Delete</u>
-------------	----------------------------------	-------------	-------------	------------------	-------------------

- 1.
- 2.
- 3.
- 4.

TOTAL ADD		\$
<u>Adjustments to Contract Price & Time</u>	Contr act <u>Dolla</u> <u>rs</u>	<u>Calendar</u> <u>Days</u>
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

8101 Ralston Road
Arvada, CO 80002

ATTEST:

City Clerk

ACCEPTED FOR CONTRACTOR

By: _____ Title: _____
_____ Date: _____

APPROVED AS TO FORM:

For Rachael Morris, City Attorney

By: _____

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: NONE

#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: _____

BID BOND

We, the undersigned A-1 Chipseal Company as Principal,
and Western Surety Company as Surety, are hereby held and firmly bound unto the City of
Arvada, Colorado, 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. Street Chip & Slurry Seal Program

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 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 9th day of
April, 2021, 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.

PRINCIPAL**SURETY**

Name: A-1 Chipseal Company

Western Surety Company

Address: 2505 E. 74th Avenue, Denver, CO 80229

151 N. Franklin Street, Chicago, IL 60606

By: Josh Krueger

Josh Krueger
Title: Vice President



By: Elizabeth Ostblom

Elizabeth Ostblom
Title: Attorney-In-Fact

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.



MEMBER

NASBP

NATIONAL ASSOCIATION OF
SURETY BOND PRODUCERS

MOODY INSURANCE AGENCY, INC.
8055 East Tufts Avenue, Suite 1000
DENVER, COLORADO 80237
PHONE: (303) 824-6600

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Jody L Anderson, Evan E Moody, Karen A Feggestad, Bradley J Moody, Tina Marie Post, Elizabeth Ostblom, Individually

of Denver, CO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 28th day of March, 2020.



WESTERN SURETY COMPANY

Paul T. Bruflat

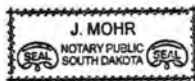
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 28th day of March, 2020, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 9th day of April, 2021.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary



Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

BID PROPOSAL

TO: City of Arvada, Colorado (hereinafter called "CITY").

FROM: A-1 Chipseal Co. (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. **21-ST-02** entitled **2021 Street Chip & Slurry Seal Program** 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: NONE

Bidder states that his:

Major Material Suppliers are:

Material They Will Supply

Black Rock Material and Supply

Aggregate and Emulsion

Major Subcontractors are:

Work They Will Perform

Trinity Traffic Control

Traffic Control

Asphalt Paving

Hot Chipseal

Road Safe

Striping Removal

Alpha Milling

Milling

CONTRACT TIME AND LIQUIDATED DAMAGES: All work shall be completed, including clean-up, within **270** 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 mid to late Spring 2021. The bidder shall agree to pay the owner the sum of \$2,000 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 \$ 698,879.18

SUBMITTED BY:

Company Name: A-1 Chipseal Co.

Contact Names: Josh Krueger, Vice President & Dennis Martinez, Senior Estimator

Address: 2505 E. 74th Ave., Denver, CO 80229

Phone: (303) 464-9267 Email(s): jkrueger@a-1chipseal.com dennism@asphaltrepair.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: Josh Krueger Signature of Authorized Agent Date 4/9/21
 FEIN 84-1216817
Josh Krueger Vice President jkrueger@a-1chipseal.com
 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.

City of Arvada Project: 20201 Chip and Slurry Seal Program

Project No. : 20-ST-02

Contractor Name: A-1 Chipseal Co.

All proposals shall be submitted on this form. The following quantities represented on this form are an estimate only and may be altered to meet actual City of Arvada requirements.

CONTRACTORS SHALL USE THIS FORM TO SUBMIT THEIR BID

Submit firm unit prices for the type of construction listed below. Overhead shall not be priced and bid separately, but shall be included in each bid item as required. All prices are for furnishing and installing the described items unless noted otherwise. Bidders must provide pricing for all bid schedules.

ONLY THOSE CELLS HIGHLIGHTED IN YELLOW SHALL BE FILLED IN. ALL OTHER CELLS SHALL NOT BE ALTERED.

BID SCHEDULE

Item No.	Item Description	Bid Qty	Unit	Unit Cost	Total
1	Removal of Pavement Marking	11425	SF	\$1.39	\$15,880.75
2	Erosion and Sediment Control	1	LS	\$500.00	\$500.00
3	Slurry Seal Type II	62111	SY	\$ 2.63	\$163,351.93
4	Chip Seal Type II (1/4 in)	49845	SY	\$ 3.64	\$181,435.80
5	Chip Seal Type III (3/8 in)	0	SY	\$ 3.72	\$0.00
6	Hot Chip Seal	19290	SY	\$ 9.23	\$178,046.70
7	Mobilization	1	LS	\$ 47,000.00	\$47,000.00
8	Temporary Raised Pavement Markers	1	LS	\$ 500.00	\$500.00
9	Traffic Control Management (TCM)	29	DY	\$ 500.00	\$14,500.00
10	Flagger	938	HR	\$ 18.00	\$16,884.00
11	Arrow Board	32	DY	\$ 25.00	\$800.00
12	Portable Variable Message Sign	32	DY	\$ 50.00	\$1,600.00
13	Uniform Traffic Control (UTC)	32	HR	\$ 72.00	\$2,304.00
14	Uniform Traffic Control Vehicle (UTCV)	32	HR	\$ 18.00	\$576.00
15	Citizen Notification	1	LS	\$ 500.00	\$500.00
16	Minor Contract Revisions	1	LS	\$ 75,000.00	\$75,000.00
				TOTAL	\$698,879.18

JK



Timeline

A-1 Chipseal anticipates work will be substantially complete in 20 working days. Work will be completed 90 days from the Notice to Proceed.

Task	Anticipated Days to Complete
Striping Removals	1-2 Days
Milling	1 Day
Chip Seal	2 Days
Sweeping	2 Days
Fog Seal	2 Days
Hot Chip Seal	2 Days
Slurry Seal	3-4 Days

Warranty

The warranty period for this project shall be two years in accordance with section 2.40 of the standard specifications.



MUNICIPAL CONTRACTOR'S LICENSE

CONTRACTOR RIGHT OF WAY

AEC302

CONTRACTOR INFORMATION

A-1 CHIPSEAL CO
2505 E 74TH AVE
DENVER CO 80229

LICENSE INFORMATION

Expiration: 6/9/2021

License Grades: MC-S5 STREET PATCHING,

Authorized Signers: TERRY HORTON JOSH KRUEGER RICK WHITFIELD DANIEL GRYZMALA SCOTT VOGEL
ROGELIO CONTRERREZ JESUS RUELAS RUBEN MEDINA DANA TURNER MIKE STARR

Fee	Paid Amount	Paid Date
	\$125.00	\$125.00 6/11/2020

Jacob Beedle, P.E.
Engineering Manager

Contractor's Responsibilities:

***Notes Regarding Permits:

License and Permit: All contractors and subcontractors working within City of Arvada R.O.W. shall be licensed and permitted by the City of Arvada.

Work without a permit: Anyone working within City of Arvada R.O.W. without a valid permit shall be assessed a surcharge equal to twice the value of the required permit or \$250.00, whichever is larger.

Inspections: Inspections must be scheduled through arvadapermits.org by 7am on the day of inspection.

Trench Backfill: Trenches less than 50 feet in length shall be backfilled with a flowable fill material. Trenches longer than 50 feet shall be backfilled with a select material approved by the City of prior to placement of backfill.

Traffic Control: A copy of the permit and the approved traffic control plan shall be on the project site at all times that work is being performed.

New Streets: If the street, or last maintenance of the street, is less than 3 years old, the contractor must have approval through the Public Works Director to cut the street in accordance with Arvada Code 78-308. If the street, or last maintenance of the street is between 4 and 5 years old, the required restoration work must be completed within 7 days in accordance with Arvada Code 78-307. If the street, or last maintenance of the street is 6 years and older, the permittee may complete milling and overlay or may elect to pay a fee in lieu of performing that work. The fee will be \$6.60/LF of trench plus \$132.00.

Failure to Comply: Failure to comply may result in a Stop Work Order, suspension/revocation of permit, or of license

A-1 Chipseal Co.
50 Largest Completed Projects in the Past 5 Years
 Updated: 1/12/2021

Initial Contract \$ Amount	Final Contract \$ Amount	Self-Performed \$ Value	Project Name	Owner's Name, Address, Contact Name & Phone No.	Project Description	Completion Date	Liquidated Damages
\$ 3,986,575.80	\$ 4,982,533.35	\$ 4,309,982.80	Denver 2020 Chipseal Program	City & County of Denver 201 W. Colfax Ave. Dept 908 Denver, CO 80202 Accounts Payable (303) 446-3466	Chip Seal, Slurry Seal, Crack Seal	12/31/20	No
\$ 3,095,408.80	\$ 3,112,779.36	\$ 2,922,956.78	Aurora 2016 Slurry & Chip	City of Aurora 15740 E 32nd Ave Aurora, CO 80011 Raul Griego (303) 326-8208	Chipseal, Slurry Seal, Patching	05/31/17	No
\$ 2,891,822.38	\$ 2,943,354.06	\$ 1,653,424.70	Broomfield 2018 Street Project	City of Broomfield One DesCombes Drive Broomfield, CO 80020 Justin Mundt (303) 464-5675	Asphalt, Chipseal, Crack Seal, Slurry Seal	11/14/18	No
\$ 3,036,929.23	\$ 2,929,093.73	\$ 2,776,754.82	City of Aurora	City of Aurora 15740 E 32nd Ave Aurora, CO 80011 Raul Griego (303) 326-8208	Chipseal, Slurry Seal, Patching	11/13/17	No
\$ 2,752,957.27	\$ 2,748,086.64	\$ 2,580,506.55	Aurora 2020 Surface Treatment	City of Aurora 15740 E 32nd Ave Aurora, CO 80011 Raul Griego (303) 326-8208	Asphalt, Slurry Seal, Chip Seal	12/18/20	No
\$ 2,296,812.27	\$ 2,552,919.35	\$ 1,953,206.63	Town of Parker	Town of Parker 20120 E Mainstreet Parker, CO 80138 Ron Martinez (303) 805-3163	Chip Seal, Slurry Seal	11/13/17	No
\$ 2,436,601.38	\$ 2,548,099.72	\$ 2,495,402.71	City of Aurora	City of Aurora 15740 E 32nd Ave Aurora, CO 80011 Raul Griego (303) 326-8208	Asphalt, Chipseal, Crack Seal, Slurry Seal	12/28/18	No
\$ 2,848,940.52	\$ 2,427,400.02	\$ 2,369,626.55	City of Colorado Springs	City of Colorado Springs PO Box 1575 - MC 240 Colorado Springs, CO 80915 Kathryn Livingston (719) 385-6813	Chip Seal	11/30/20	No

A-1 Chipseal Co.
50 Largest Completed Projects in the Past 5 Years
 Updated: 1/12/2021

Initial Contract \$ Amount	Final Contract \$ Amount	Self-Performed \$ Value	Project Name	Owner's Name, Address, Contact Name & Phone No.	Project Description	Completion Date	Liquidated Damages
\$ 1,928,396.51	\$ 2,387,706.16	\$ 1,531,078.39	Brighton 2019 Street Project	City of Brighton 22 South 4th Ave Brighton, CO 80601 Bill Allen (303) 655-2036	Asphalt, Slurry Seal, Chip Seal, Concrete	09/30/20	No
\$ 2,263,994.02	\$ 2,267,866.27	\$ 2,200,415.72	Aurora 2019 Surface Trmt Proj	City of Aurora 15740 E 32nd Ave Aurora, CO 80011 Raul Griego (303) 326-8208	Asphalt, Chipseal, Crack Seal, Slurry Seal	12/13/19	No
\$ 2,135,582.62	\$ 2,231,985.77	\$ 2,003,121.97	Douglas County 2016 Surf Trmt	Douglas County 100 3rd Street #130 Castle Rock, CO 80104 Sandi - Finance (303) 660-7430	Patching, Chip Seal	06/30/17	No
\$ 2,331,371.79	\$ 2,206,872.96	\$ 1,549,655.22	City of Broomfield	City of Broomfield One DesCombes Drive Broomfield, CO 80020 Justin Mundt (303) 464-5675	Concrete, Patching, Paving, Chip Seal, Slurry Seal, Crack Seal	12/15/17	No
\$ 2,015,159.19	\$ 2,116,316.73	\$ 2,109,093.47	Colorado Springs Chipseal	City of Colorado Springs PO Box 1575 - MC 240 Colorado Springs, CO 80915 Kathryn Livingston (719) 385-6813	Chip Seal	11/30/18	No
\$ 2,213,463.61	\$ 2,005,647.53	\$ 2,001,597.49	Ft Collins 2018 Surface Prog	City of Fort Collins 281 N. College Ave. Fort Collins, CO 80522 Stan Welsch - Finance Debbie D (970) 416-2091	Chip Seal, Slurry Seal	10/26/18	No
\$ 1,979,810.00	\$ 1,825,700.56	\$ 1,788,037.98	City of Ft. Collins	City of Fort Collins 281 N. College Ave. Fort Collins, CO 80522 Stan Welsch - Finance Debbie D (970) 416-2091	Chip Seal, Slurry Seal	11/13/17	No
\$ 1,780,327.91	\$ 1,659,657.38	\$ 1,501,280.45	Town of Parker	Town of Parker 20120 E Mainstreet Parker, CO 80138 Ron Martinez (303) 805-3163	Chip Seal, Slurry Seal	11/29/18	No

A-1 Chipseal Co.
50 Largest Completed Projects in the Past 5 Years
Updated: 1/12/2021

Initial Contract \$ Amount	Final Contract \$ Amount	Self-Performed \$ Value	Project Name	Owner's Name, Address, Contact Name & Phone No.	Project Description	Completion Date	Liquidated Damage
\$ 1,759,196.39	\$ 1,639,711.84	\$ 1,635,302.06	Ft Collins 2019 Asphalt Progra	City of Fort Collins 281 N. College Ave. Fort Collins, CO 80522 Stan Welsch - Finance Debbie D (970) 416-2091	Chip Seal, Slurry Seal	09/27/19	No
\$ 798,911.10	\$ 1,601,078.40	\$ 1,581,682.73	Colorado Springs Crackseal	City of Colorado Springs PO Box 1575 - MC 240 Colorado Springs, CO 80915 Kathryn Livingston (719) 385-6813	Crack Seal	12/28/18	No
\$ 1,600,000.00	\$ 1,593,997.35	\$ 1,513,870.15	City of Colorado Springs	City of Colorado Springs PO Box 1575 - MC 240 Colorado Springs, CO 80915 Kathryn Livingston (719) 385-6813	Chip Seal	12/15/17	No
\$ 1,577,971.21	\$ 1,566,377.97	\$ 1,171,593.25	Brighton 2018 St Pres. Proj	City of Brighton 22 South 4th Ave Brighton, CO 80601 Bill Allen (303) 655-2036	Asphalt, Crack Seal, Slurry Seal	11/30/18	No
\$ 1,499,928.24	\$ 1,549,875.60	\$ 1,425,186.81	Colo Spgs 2016 Crackseal	City of Colorado Springs PO Box 1575 - MC 240 Colorado Springs, CO 80915 Kathryn Livingston (719) 385-6813	Crack Seal	03/06/17	No
\$ 1,215,621.87	\$ 1,244,884.99	\$ 1,084,400.20	Erie 2018 Street Maint Project	Town of Erie P.O. Box 750 Erie, CO 80516 Frank McIlwain (303) 926-2883	Asphalt, Chip Seal, Crack Seal	12/10/18	No
\$ 839,764.54	\$ 1,185,708.74	\$ 1,021,707.67	Arap Cty 2016 Slurry/Chip Seal	Arapahoe County 5334 S. Prince St. Littleton, CO 80120 Jonathan Hesse (720) 874-6500	Microsurfacing, Slurry Seal	03/13/17	No
\$ 1,259,554.50	\$ 1,092,812.46	\$ 991,269.78	CDOT Proj #MTCA R100	Colorado Dept. of Transport. 4201 E. Arkansas Room 158 Denver, CO 80222 Rick (720) 299-5552	Chip Seal	11/30/18	No

A-1 Chipseal Co.
50 Largest Completed Projects in the Past 5 Years
 Updated: 1/12/2021

Initial Contract \$ Amount	Final Contract \$ Amount	Self-Performed \$ Value	Project Name	Owner's Name, Address, Contact Name & Phone No.	Project Description	Completion Date	Liquidat Damage
\$ 1,036,792.56	\$ 1,061,598.74	\$ 1,054,662.42	Greeley 2019 Chip/Slurry Prog	City of Greeley 1000 10th Street Greeley, CO 80631 Pat Hill (970) 350-9450	Chip Seal, Slurry Seal	12/13/19	No

City of Arvada Project: 21-ST-02
2021 Chip Seal Slurry Seal Program

3/8/2021

Street Schedule:

Slurry Seal Type II			
BEECH CT	87TH D to 87TH PKWY	LOCAL ROAD	551 SY
BEECH WAY	87TH DR to 87TH DR	LOCAL ROAD	1946 SY
DEFRAME CT	87TH DR to CDS	LOCAL ROAD	1741 SY
ELDRIDGE ST	CDS to 87TH LN	LOCAL ROAD	760 SY
ELLIS CT	87TH LN to CDS	LOCAL ROAD	1386 SY
FLORA CT	87TH DR to CDS	LOCAL ROAD	1315 SY
GARDENIA CIR	87TH DR to 87TH DR	LOCAL ROAD	2415 SY
W 77TH AVE	77TH DR to CDS	LOCAL ROAD	941 SY
W 77TH DR	CDS to WARD RD	LOCAL ROAD	6398 SY
W 77TH PL	77TH DR to CDS	LOCAL ROAD	1116 SY
W 78TH CIR	WARD RD to WARD RD	LOCAL ROAD	5145 SY
W 80TH PL	ZINNIA ST to YOUNGFIELD ST	LOCAL ROAD	3265 SY
W 81ST AVE	ALKIRE ST to YOUNGFIELD ST	LOCAL ROAD	4229 SY
W 81ST PL	CDS to CDS	LOCAL ROAD	1671 SY
W 87TH DR	87TH PKWY to 87TH TER	LOCAL ROAD	11888 SY
W 87TH LN	87TH DR to 87TH DR	LOCAL ROAD	4548 SY
W 87TH TER	87TH DR to 87TH DR	LOCAL ROAD	3670 SY
YOUNGFIELD ST	CDS to 81ST AVE	LOCAL ROAD	3171 SY
ZANG ST	CDS to 81ST PL	LOCAL ROAD	3153 SY
ZINNIA ST	78TH CIR to 81ST AVE	LOCAL ROAD	2802 SY
Chip Seal Type II			
W 72ND AVE	HOLMAN ST to XENOPHON CT	2 LANE ART	41756 SY
WARD RD	77TH DR to ALKIRE ST	LOCAL ROAD	8089 SY
Hot Chip			
W 82ND AVE	CL to CULEBRA ST	2 LANE ART	19290 SY

Total Slurry Seal Type II SY	62,111 SY
Total Chip Seal Type II (1/4") Sy	49,845 SY
Total Hot Chip SY	19,290 SY
Total Program SY	131,246 SY



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.B.1.

TO: THE HONORABLE CITY COUNCIL

DATE: June 6, 2022

SUBJECT: R22-041, A Resolution Authorizing Acceptance of the Colorado Regional Opioid Intergovernmental Agreement with the Counties of Clear Creek, Gilpin, and Jefferson, and Other Participating Local Governments Within Those Counties for the Establishment of the Region 10 Regional Council as Required by the Colorado Opioids Summary Memorandum of Understanding Signed October 18, 2021

Report in Brief

On October 18, 2021, the Mayor signed the Colorado Opioids Settlement Memorandum of Understanding ("MOU") drafted by the Colorado Attorney General. The MOU authorizes the City to be a participating local government in the distribution of settlement funds from litigation against defendants who engaged in the manufacture, marketing, promotion, distribution, and/or dispensing of opioids, which created an epidemic. In signing the MOU, the City agreed to participate in the settlement process and be a party to the final settlement. The MOU indicated that the settlement process would be determined through a regional collaborative process.

Pursuant to the MOU, the next step in the regional collaborative process is to organize all participating local governments into regions. Each region is charged with creating processes and procedures for requesting and allocating opioid settlement funds received from the General Abatement Council. The General Abatement Council is the primary entity responsible for ensuring opioid settlement funds are distributed pursuant to the terms of the settlement. Per the MOU, Region 10 is comprised of Clear Creek County, Gilpin County, and Jefferson County.

This resolution authorizes the Mayor or Mayor Pro Tem to sign the Colorado Regional Opioid Intergovernmental Agreement ("IGA"). The IGA is between the three Region 10 counties and seventeen participating local governments, including the City, located in each of the three Region 10 counties. The IGA details the procedures to establish a Regional Council for Region 10, designates Jefferson County as Region 10's fiscal agent, and to establish that the participating local governments intend to request and administer opioid settlement funds in a manner consistent with the MOU.

The Arvada team recommends that the City Council approve R22-041, A Resolution Authorizing Acceptance of the Colorado Regional Opioid Intergovernmental Agreement with the Counties of Clear Creek, Gilpin, and Jefferson, and Other Participating Local Governments Within Those Counties for the Establishment of the Region 10 Regional Council as Required by the Colorado Opioids Summary Memorandum of Understanding Signed October 18, 2021.

Financial Impact

The potential funding that could be awarded to the City of Arvada if up to 95% of Colorado local governments support the MOU and Intergovernmental Agreement associated with the settlement conditions negotiated with the defendants described herein is estimated at \$980,000. These funds would be allocated over a period of 18 years.

Background

In September of 2021, opioid manufacturers and distributors agreed to settle claims and litigation with 42 states in association with the adverse impact of the opioid crisis. Colorado was among the 42 states agreeing to settle. Approximately \$26 billion will be allocated through the settlement, with \$10.7 billion allocated to local governments within the participating states ("Opioid Settlement Funds").

SUBJECT: R22-041, A Resolution Authorizing Acceptance of the Colorado Regional Opioid Intergovernmental Agreement with the Counties of Clear Creek, Gilpin, and Jefferson, and Other Participating Local Governments Within Those Counties for the Establishment of the Region 10 Regional Council as Required by the Colorado Opioids Summary Memorandum of Understanding Signed October 18, 2021

PAGE: 2
ITEM: 8.B.1.

The Colorado Attorney General's Office and regional elected representatives developed a collaborative process to distribute the Opioid Settlement Funds. The process is established in the Colorado Opioids Settlement Memorandum of Understanding ("MOU") signed by the Mayor on October 18, 2021. Under the process and pursuant to the MOU, local governments participating in the Opioid Settlement Funds are grouped into regions with governing boards composed of elected officials appointed from cities and counties within the regions. Jefferson County, Gilpin County, and Clear Creek County are grouped into Region 10. Each participating local government within each Region 10 county, including the City, will appoint a member to govern the distribution of Opioid Settlement Funds.

The attached Colorado Regional Opioid Intergovernmental Agreement ("IGA") represents a collaborative effort between the Region 10 counties and the Region 10 participating local governments to establish Region 10's Regional Council to oversee the request and allocation of Opioid Settlement Funds. The IGA is the next step in the process for the City to receive the allocation of Opioid Settlement Funds.

It is important to know that the process for allocating Opioid Settlement Funds was discussed on October 18, 2021, when the City Council considered and approved the signing of the MOU. Prior to October 18, 2021, the opioid settlement process was discussed during the September 2, 2021 Commissioners and Municipalities meeting. Commissioner Dahlkemper and former Westminster Mayor Atchison provided a detailed explanation of the process and urged all elected officials participating in the meeting to expedite approval of the MOU. City Council approved the signing of the MOU on October 18, 2021. The Arvada team received the IGA from Jefferson County on April 28, 2022, and scheduled the City Council's consideration of the document for the June 6, 2022 business meeting in order to meet Jefferson County's June 17, 2022 deadline.

Discussion

To continue the process of receiving Opioid Settlement Funds in accordance with the MOU, it is important that all participating local governments in Region 10 sign the Colorado Regional Opioid Intergovernmental Agreement.

The City Attorney's Office has completed its legal review of the documents and drafted a resolution that would authorize the Mayor or Mayor Pro tem to sign the document if approved by the Council.

As presented by Commissioner Dahlkemper and former Mayor Atchinson during the September 2, 2021 Commissioners and Municipalities meeting, Arvada and all participating local governments will receive significant funding that would be used to abate the impacts caused by the opioid crisis if both the MOU and Intergovernmental Agreement are approved by the local boards and councils. The estimated allocation to Arvada based on the current settlements as described herein is approximately \$980,000 paid over 18 years. There may be additional payouts as other pharma and distribution companies join the current settlement in order to avoid litigation. These funds could be used, as an example, to help support homeless services, mental health programs, addiction therapy, or other programs addressing the impacts of the opioid epidemic, either directly provided by the City or as part of a comprehensive and coordinated regional effort.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The recommended action aligns with the Organizational and Service Effectiveness Priority Area of the City Council Strategic Plan. The following Principle within this Priority Area closely aligns with the recommendation:

SUBJECT: R22-041, A Resolution Authorizing Acceptance of the Colorado Regional Opioid Intergovernmental Agreement with the Counties of Clear Creek, Gilpin, and Jefferson, and Other Participating Local Governments Within Those Counties for the Establishment of the Region 10 Regional Council as Required by the Colorado Opioids Summary Memorandum of Understanding Signed October 18, 2021

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Provides a well-managed, fiscally responsible government that operates effectively and efficiently while identifying revenue requirements to sustain current service levels and achieve future requested les of service.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R22-041, A Resolution Authorizing Acceptance of the Colorado Regional Opioid Intergovernmental Agreement with the Counties of Clear Creek, Gilpin, and Jefferson, and Other Participating Local Governments Within Those Counties for the Establishment of the Region 10 Regional Council as Required by the Colorado Opioids Summary Memorandum of Understanding Signed October 18, 2021.

Suggested Motion:

I move that R22-041, A Resolution Authorizing Acceptance of the Colorado Regional Opioid Intergovernmental Agreement with the Counties of Clear Creek, Gilpin, and Jefferson, and Other Participating Local Governments Within Those Counties for the Establishment of the Region 10 Regional Council as Required by the Colorado Opioids Summary Memorandum of Understanding Signed October 18, 2021, be (approved) (rejected).

Prepared by:

Toni Riebschlager, Law Office Administrator

Reviewed by:

Approved by:

Laura Hemler, Assistant City Attorney 5/16/2022

Rachel Morris, City Attorney 5/26/2022

Lorie Gillis, Deputy City Manager 5/26/2022

Mark Deven, City Manager 5/26/2022

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R22-041

A RESOLUTION AUTHORIZING ACCEPTANCE OF THE COLORADO REGIONAL OPIOID INTERGOVERNMENTAL AGREEMENT WITH THE COUNTIES OF CLEAR CREEK, GILPIN, AND JEFFERSON, AND OTHER PARTICIPATING LOCAL GOVERNMENTS WITHIN THOSE COUNTIES FOR THE ESTABLISHMENT OF THE REGION 10 REGIONAL COUNCIL AS REQUIRED BY THE COLORADO OPIOIDS SUMMARY MEMORANDUM OF UNDERSTANDING SIGNED OCTOBER 18, 2021

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 Intergovernmental Agreement, which is in substantially the same form as that attached hereto, between Jefferson County, Gilpin County, Clear Creek County and the City of Arvada, City of Black Hawk, Town of Bow Mar, City of Central City, City of Edgewater, Town of Empire, Town of Georgetown, City of Golden, City of Idaho Springs, City of Lakewood, City of Littleton, Town of Morrison, Town of Mountain View, Town of Silver Plume, Town of Superior, City of Westminster, and City of Wheat Ridge.

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

APPROVED AND ADOPTED this 6th day of June, 2022.

Marc Williams, Mayor

ATTEST:

City Clerk

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

By: _____

COLORADO REGIONAL OPIOID INTERGOVERNMENTAL AGREEMENT

(Region 10 - Clear Creek County, Gilpin County and Jefferson County)

THIS COLORADO REGIONAL OPIOID INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is dated _____, 2022 (the “Effective Date”) and is by and between the County of Jefferson, State of Colorado (“Jefferson County”), County of Clear Creek, State of Colorado (“Clear Creek County”), County of Gilpin, State of Colorado (“Gilpin County”), City of Arvada, City of Black Hawk, Town of Bow Mar, City of Central City, City of Edgewater, Town of Empire, Town of Georgetown, City of Golden, City of Idaho Springs, City of Lakewood, City of Littleton, Town of Morrison, Town of Mountain View, Town of Silver Plume, Town of Superior, City of Westminster, and City of Wheatridge, each individually herein a “Party” and collectively the “Parties” of the “Participating Local Governments.”

RECITALS

A. Communities throughout the state of Colorado are suffering from the epidemic of opioid addiction; this epidemic has not only affected individuals and families across the state, but it has also burdened the local and state governments charged with providing the services needed to address the wave of addiction.

B. Local and state governments across the nation, including in Colorado, have filed lawsuits against opioid manufacturers, distributors, and pharmacies for creating the opioid epidemic.

C. The State of Colorado and numerous local governments within the State of Colorado, each a “Participating Local Government,” executed the Colorado Opioids Summary Memorandum of Understanding in 2021 (the “Colorado MOU”), establishing the manner in which Opioid Funds shall be divided and distributed within the State of Colorado as settlements of the nationwide lawsuits are completed.

D. This Agreement assumes and incorporates the definitions and provisions contained in the Colorado MOU, and the Agreement shall be construed in conformity with the Colorado MOU, and all Opioid Funds, regardless of allocation, shall be used for Approved Purposes as identified in the Colorado MOU.

E. In accordance with the Colorado MOU, Participating Local Governments shall organize themselves into “Regions,” as further depicted in Exhibit E to the Colorado MOU (the “Colorado Regions”).

F. Clear Creek County, Gilpin County and Jefferson County constitute one of the regions established by the Colorado MOU (the “Region” or “Region 10”).

G. Regions within the State of Colorado are eligible for a direct allocation of Opioid Funds through a Regional Share as detailed in the Colorado MOU.

H. The Colorado MOU also establishes the procedures by which each Colorado Region shall be entitled to Opioid Funds from the Abatement Council and administer its Regional Share allocation.

I. The procedures established by the Colorado MOU include a requirement that each Region shall create its own Regional Council to manage the Opioid Funds.

J. The undersigned Participating Local Governments desire to enter into this Agreement and to detail the procedures for the Parties to establish a Regional Council, designate a fiscal agent, and request and administer Opioid Funds in a manner consistent with the Colorado MOU.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and agree as follows:

1. **DEFINITIONS.** The defined terms used in this Agreement shall have the same meanings as in the Colorado MOU. Capitalized terms used herein and not otherwise defined within the Agreement or in the Colorado MOU shall have the meanings ascribed to them in the body of this Agreement.
2. **OBLIGATIONS OF THE PARTIES.** The Parties shall perform their respective obligations as set forth in this Agreement, the Colorado MOU and the accompanying exhibits to the Colorado MOU which are incorporated herein by reference. Unless the context clearly requires a distinction between this Agreement and the Colorado MOU, all references to “Agreement” shall include the Colorado MOU.
3. **TERM.** The Agreement will commence on the effective date of the Colorado MOU which is anticipated to be on or about January 2, 2022, and shall expire on the date the last action is taken by the Region, consistent with the terms of the Colorado MOU and any Settlement.
4. **REGIONAL COUNCIL.**

4.1. Purpose. In accordance with the Colorado MOU, a Regional Council, consisting of representatives appointed by the Parties, shall be created to oversee the procedures by which a Region may request Opioid Funds from the Abatement Council and the procedures by which the allocation of its Region’s Share of Opioid Funds is administered. The purpose of this Agreement is to establish the Regional Council for Region 10 and to detail the Agreement of the Parties surrounding its operation. A local government that chooses not to become a Participating Local Government in the Colorado MOU shall not receive any Opioid Funds from the Regional Share or participate in the Regional Council.

4.2. Duties. The Regional Council is primarily responsible for engaging with the Abatement Council on behalf of Region 10 and following the procedures outlined in the

Colorado MOU for requesting Opioid Funds from the Regional Share, which shall include developing two-year plans, amending those plans as appropriate, and providing the Abatement Council with data through its fiscal agent regarding Opioid Fund expenditures. Upon request from the Abatement Council, the Regional Council may also be subject to an accounting from the Abatement Council.

4.3. Membership. The Parties agree that the Region 10 Regional Council shall consist of three (3) County Members, three (3) rotating City Members, three (3) public health representatives, three (3) human service department representatives, three (3) law enforcement representative and one (1) court system representative along with the non-voting members all as more particularly described below shall be referred to herein as the “Regional Council Members” or “Regional Council.” **Note: All voting members of the Regional Council MUST be an employee of one of the Participating Local Governments as set forth in the Colorado MOU or governmental representatives or elected officials as set forth in the Colorado Attorney General’s Interpretation of Section F5(a) of the Colorado Opioids Settlement Memorandum of Understanding dated January 18, 2022, or such other interpretations as may be issued by the Colorado Attorney General’s Office from time to time.** The Parties may interpret this Agreement such that it is consistent with opinions or positions of the Office of the Colorado Attorney General without revisions to the Agreement.

4.3.1. County Voting Members.

4.3.1.1. County Voting Member Designation. Each of the three counties in the Region, Clear Creek County, Gilpin County and Jefferson County, shall appoint one (1) County Voting Member to the Regional Council (collectively, the “County Members” or the “County Voting Members”). The County Voting Member for each county may be a current elected County Commissioner or a senior member of staff with decision making authority for such Participating Local Government at such Parties’ discretion, and be qualified, willing, and able to assume and perform the duties and responsibilities required of the appointment. Each county shall provide written notice of the name and contact information of its appointment to the Regional Fiscal Agent as described below.

4.3.1.2. Alternate County Voting Member. Each county shall be entitled to appoint one alternate representative to serve on the Regional Council in the absence of the designated County Voting Member described above (the “Alternate County Voting Member”).

4.3.1.3. County Voting Member Term. There shall be no restriction on the term of a County Voting Member or Alternate County Voting Member. Each county shall appoint such County Voting Member and Alternate County Voting Member as such jurisdiction sees fit who shall serve until a successor is duly appointed as established by such county’s policies and procedures. Any changes in the County Voting Member or

Alternate County Voting Member shall be communicated promptly to the Regional Fiscal Agent.

4.3.1.4. County Voting Member Removal. A county may, in its sole discretion, remove its appointed County Voting Member or Alternate County Voting Member from the Regional Council at any time and appoint a successor thereto by providing written notice to the Regional Fiscal Agent.

4.3.2. City Voting Members.

4.3.2.1. City Voting Member Designation. Each of the three counties in the Region, Clear Creek County, Gilpin County and Jefferson County, shall appoint one (1) city, town or municipality voting member to the Regional Council (collectively, the “City Voting Members”) from among the cities, towns or municipalities that are Participating Local Governments within each jurisdiction. The City Voting Member for each jurisdiction may be an elected official, city/town manager or a senior member of city/town staff with decision making authority for such Participating Local Government, and be qualified, willing, and able to assume and perform the duties and responsibilities required of the appointment. Each county shall provide written notice of the name and contact information of its appointment to the Regional Fiscal Agent as described below.

4.3.2.2. Alternate City Voting Member. Each of the three counties in the Region, Clear Creek County, Gilpin County and Jefferson County, shall also appoint one alternate representative to serve on the Regional Council in the absence of the designated City Voting Member described above (the “Alternate City Voting Member”). For simplicity with the rotating the City Voting Members, the parties should select an Alternate City Voting Member from the same Participating Local Government as the City Voting Member; provided however, the Alternate City Voting Member does not have to be from the same Participating Local Government.

4.3.2.3. City Voting Member Term. Any City Voting Member shall serve a term of two (2) years from the date of appointment. It is the intent of the Parties that the City Voting Members shall be a rotating member and a new city, town or municipality within each county shall be designated every two years; however, if no city, town or municipality member of the Participating Local Governments volunteers or desires to be on the Regional Council, there is no requirement that the City Voting Member rotate and each county shall appoint the City Voting Member they deem most appropriate for the position. Any changes in the City

Voting Member or Alternate City Voting Member shall be communicated promptly to the Regional Fiscal Agent.

4.3.2.4. Removal. Each county may remove its designated City Voting Member at any time. If so removed, the county shall appoint a replacement representative to fill the remainder of the removed City Voting Member's term. Fulfilling an incomplete term is not considered part of the two-year term. Written notice of the removal and election should be provided to the Regional Fiscal Agent and the Regional Fiscal Agent will assist with the election process.

4.3.3. Public Health Voting Members.

4.3.3.1. Public Health Voting Member Designation. Each of the three counties in the Region, Clear Creek County, Gilpin County and Jefferson County, shall appoint one (1) Public Health Voting Member to the Regional Council (collectively, the "Public Health Voting Members") from among the Participating Local Governments within each jurisdiction. The Public Health Voting Member for each county should be a member of the public health department staff with decision making authority for such Participating Local Government with relevant public health experience, and be qualified, willing, and able to assume and perform the duties and responsibilities required of the appointment. Each county shall provide written notice of the name and contact information of its appointment to the Regional Fiscal Agent as described below.

4.3.3.2. Alternate Public Health Voting Member. Each county shall be entitled to appoint one alternate representative to serve on the Regional Council in the absence of the designated Public Health Voting Member described above (the "Alternate Public Health Voting Member"). The Alternate Public Health Voting Member shall be a member of the public health department staff of the Participating Local Government, and shall be qualified, willing, and able to assume and perform the duties and responsibilities required of the appointment.

4.3.3.3. Public Health Voting Member Term. There shall be no restriction on the term of a Public Health Voting Member or Alternate Public Health Voting Member. Any changes in the Public Health Voting Member or Alternate Public Health Voting Member shall be communicated promptly to the Regional Fiscal Agent.

4.3.3.4. Public Health Voting Member Removal. A county may, in its sole discretion, remove its appointed Public Health Voting Member or Alternate Public Health Voting Member from the Regional Council at any time and appoint a successor thereto by providing written notice to the Regional Fiscal Agent.

4.3.4. Human Services Voting Members.

4.3.4.1. Human Services Voting Member Designation. Each of the three counties in the Region, Clear Creek County, Gilpin County and Jefferson County, shall appoint one (1) Human Services Voting Member to the Regional Council (collectively, the “Human Services Voting Members”) from among the Participating Local Governments within each jurisdiction. The Human Services Voting Member for each county should be a city/town/county manager or a senior member of staff within the human services department with decision making authority for such Participating Local Government with relevant human services experience, and shall be qualified, willing, and able to assume and perform the duties and responsibilities required of the appointment. Each county shall provide written notice of the name and contact information of its appointment to the Regional Fiscal Agent as described below.

4.3.4.2. Alternate Human Services Voting Member. Each county shall be entitled to appoint one alternate representative to serve on the Regional Council in the absence of the designated Human Services Voting Member described above (the “Alternate Human Services Voting Member”). The Alternate Human Services Voting Member shall be a member of the human services department of the Participating Local Government, and shall be qualified, willing, and able to assume and perform the duties and responsibilities required of the appointment.

4.3.4.3. Human Services Voting Member Term. There shall be no restriction on the term of a Human Services Voting Member or Alternate Human Services Voting Member. Any changes in the Human Services Voting Member or Alternate Human Services Voting Member shall be communicated promptly to the Regional Fiscal Agent.

4.3.4.4. Human Services Voting Member Removal. A county may, in its sole discretion, remove its appointed Human Services Voting Member or Alternate Human Services Voting Member from the Regional Council at any time and appoint a successor thereto by providing written notice to the Regional Fiscal Agent.

4.3.5. Law Enforcement Voting Member.

4.3.5.1. Law Enforcement Voting Member Designation. Each of the three counties in the Region, Clear Creek County, Gilpin County and Jefferson County, shall appoint one (1) Law Enforcement Voting Member to the Regional Council (collectively, the “Law Enforcement Voting Members”) from among the Participating Local Governments experience within each jurisdiction. The Law Enforcement Voting Member may be an

elected official, city/town/county manager or a senior member of staff with decision making authority for such Participating Local Government with relevant law enforcement experience and may include the sheriff, police, district attorney or other law enforcement officials consistent with the Colorado MOU and the Colorado Attorney General's interpretation of the Colorado MOU as stated in Section 4.3 above. Such party shall be qualified, willing, and able to assume and perform the duties and responsibilities required of the appointment. Each county shall provide written notice of the name and contact information of its appointment to the Regional Fiscal Agent as described below.

4.3.5.2. Alternate Law Enforcement Voting Member. Each county shall be entitled to appoint one alternate representative to serve on the Regional Council in the absence of the designated Law Enforcement Voting Member described above (the "Alternate Law Enforcement Voting Member"). The Alternate Law Enforcement Voting Member shall be an employee of a Participating Local Government or governmental representative consistent with the terms of the Colorado MOU, and be qualified, willing, and able to assume and perform the duties and responsibilities required of the appointment.

4.3.5.3. Law Enforcement Voting Member Term. Any Law Enforcement Voting Members shall serve a term of two (2) years from the date of appointment. It is the intent of the Parties that the Law Enforcement Voting Member shall be a rotating member and a new representative within each county shall be designated every two years; however, if no law enforcement members of Participating Local Governments volunteer or desire to be on the Regional Council, there is no requirement that the Law Enforcement Voting Member rotate and each county shall appoint the Law Enforcement Voting Member they deem most appropriate for the position. Any changes in the Law Enforcement Voting Member or Alternate Law Enforcement Voting Member shall be communicated promptly to the Regional Fiscal Agent.

4.3.6. Court System Voting Member.

4.3.6.1. Court System Voting Member Designation. Each of the then acting County Members shall nominate an individual, as provided in this Section 4.3.6, from the courts system within each county to act as the "Court System Voting Member." The Court System Voting Member may include the judges, magistrates, or other court system officials; provided, that, such voting member must be an employee of a Participating Local Government or a governmental representative as required by the Colorado MOU and the Colorado Attorney General's interpretation of the Colorado MOU as stated in Section 4.3 above. The party shall be qualified, willing, and able to assume and perform the duties and responsibilities required of

the appointment. The current County Members shall unanimously approve the appointment of the Court System Voting Member as provided in this Section 4.3.6. The County Members shall provide information of its appointment of the Court System Voting Member to the Regional Fiscal Agent as described below.

4.3.6.2. Alternate Court System Voting Member. The County Members shall be entitled to nominate and appoint one alternate representative to serve on the Regional Council in the absence of the designated County System Voting Member described above (the “Alternate Court System Voting Member”). The Alternate Court System Voting Member shall be an employee of a Participating Local Government or a governmental representative as required by the Colorado MOU and the Colorado Attorney General’s interpretation of the Colorado MOU as stated in Section 4.3 above, and be qualified, willing, and able to assume and perform the duties and responsibilities required of the appointment.

4.3.6.3. Court System Voting Member Term and Voting. Any Court System Voting Members shall serve a term of two (2) years from the date of appointment or until a successor is duly elected. The County Members shall vote every two years to determine whether the Court System Voting Member shall continue as appointed or if the parties desire to appoint a different representative to the position. All of the County Members shall agree upon any appointment to the Court System Voting Member. Any changes in the Court System Voting Member or Alternate Court System Voting Member shall be communicated promptly to the Regional Fiscal Agent.

4.3.6.4. Court System Voting Member Removal. The County Members may, in their sole discretion, remove their appointed Court System Voting Member or Alternate Court System Voting Member from the Regional Council at any time by a unanimous vote and appoint a successor thereto by providing written notice to the Regional Fiscal Agent.

4.3.7. Non-Voting Members. Non-voting members shall serve in an advisory capacity to the Regional Council. Any non-voting members shall be appointed by the Voting Members of the Regional Council as provided herein (“Non-Voting Members”) and shall be comprised of the following:

- Representatives from behavioral health providers;
- Representatives from health care providers;
- Recovery/treatment experts;
- Other Participating Local Government representatives;
- A representative from the Attorney General’s Office; and
- Community representative(s), preferably those with lived experience with the opioid crisis.

Non-Voting Members will be provided an opportunity to participate in the Regional Council as set forth herein without executing this Agreement or any amendment thereto. The Regional Council will use reasonable efforts to avoid appointing providers who receive, or may receive, Opioid Funds as Non-Voting Members; however, if a provider does receive Opioid Funds and participates as a Non-Voting Member such conflict of interest shall be disclosed at *each* meeting. Further the Regional Council will use reasonable efforts to maintain a diversity and equitable distribution of Non-Voting Members from across all three jurisdictions which reflects the populations and composition of the counties within the Region. For purposes of this Agreement, there may be some non-discretionary Non-Voting Members and some discretionary Non-Voting Members as defined below.

4.3.7.1. Discretionary Non-Voting Members.

4.3.7.1.1. Discretionary Non-Voting Members

Designation. The Voting Members of the Regional Council shall nominate potential parties to serve as advisors to the Regional Council. The party shall be qualified, willing, and able to assume and perform the duties and responsibilities required of the appointment. The parties shall confirm a nominee's willingness to participate on the Regional Council and at a regularly called meeting of the Regional Council vote on the appointment of the Discretionary Non-Voting Members. The selected Discretionary Non-Voting Members shall provide written notice of the name and contact information of its appointment to the Regional Fiscal Agent.

4.3.7.1.2. Discretionary Non-Voting Member Term. Any Discretionary Non-Voting Members shall serve a term of two (2) years from the date of election or until a successor is duly elected. Discretionary Non-Voting Member shall serve at the pleasure of the Regional Council and there is no limit on the number of terms that a Discretionary Non-Voting Member may serve. Any changes in the Discretionary Non-Voting Member status shall be communicated promptly to the Regional Fiscal Agent.

4.3.7.1.3. Removal. The Voting Members of the Regional Council may, by super majority approval, remove a Discretionary Non-Voting Member at any time.

4.3.7.2. Non-Discretionary Non-Voting Members.

4.3.7.2.1. Non-Discretionary Non-Voting Members

Designation. In order to provide an incentive for additional parties to enter into the Colorado MOU and join the nationwide settlements, it may be necessary to appoint Non-Discretionary

Non-Voting Members to the Regional Council. If a school district of any size or a fire district covering a population of 25,000 or greater within the Region executes the Colorado MOU and provides notice to the Regional Council of such party's desire to exercise their rights to a Non-Discretionary Non-Voting Membership on the Regional Council, then the County Member from the county in which such party is organized shall appoint a representative from such school district or fire district as a Non-Discretionary Non-Voting Member to the Regional Council. The other Members of the Regional Council shall not object to the appointment of Non-Discretionary Non-Voting Members so long as such entity has executed the Colorado MOU and the nationwide settlements as required by Participating Local Governments. The selected Non-Discretionary Non-Voting Members shall provide written notice of the name and contact information of its appointment to the Regional Fiscal Agent.

4.3.7.2.2. Non-Discretionary Non-Voting Member Term.

Any Non-Discretionary Non-Voting Members shall serve until a successor is duly appointed. Non-Discretionary Non-Voting Member shall serve at the pleasure of the underlying school district or large fire district provided that the County Member shall make the formal appointment to the Regional Council after consultation with such school district or large fire district, and there is no limit on the number of terms that a Non-Discretionary Non-Voting Member may serve. Any changes in the Non-Discretionary Non-Voting Member status shall be communicated promptly to the Regional Fiscal Agent.

4.3.7.2.3. Removal. The County Members of the Regional Council may, by super majority approval, remove a Non-Voting Member at any time and the underlying school district or large fire district will be required to nominate a different individual for appointment as a Non-Discretionary Non-Voting Member.

4.3.8. Regional Council Member Commitments. Regional Council Voting Members and Non-Voting Members are expected to attend all regular and special meetings of the Regional Council unless formally excused from the meeting. If a Member does not attend at least 75%, excluding excused absences, of the duly called meetings of the Regional Council in a calendar year, such Member, Voting or Non-Voting, may be removed and each county, the County Members, or the Regional Council, as applicable, may appoint a new Voting or Alternate Voting Member to the position who can meet the above commitments.

4.4. Powers and Governance. Except as otherwise provided herein, the Regional Council, acting by and through the Voting Members, shall possess all of the powers, privileges, and duties set forth in the Bylaws. The Bylaws as attached hereto as Exhibit A shall be the official Bylaws of the Regional Council as of the Effective Date until such time as the Bylaws are amended as provided therein. Any governing documents must be consistent with the other provisions in this Agreement and the Colorado MOU.

4.5. Authority. The terms of the Colorado MOU control the authority of a Regional Council and a Regional Council shall not stray outside the bounds of the authority and power vested by the Colorado MOU. Should a Regional Council require legal assistance in determining its authority, it may seek guidance from the legal counsel of the Regional Council's Fiscal Agent at the time the issue arises; provided, that, if there is a conflict among the parties, legal counsel for the Regional Council's Fiscal Agent may recommend separate legal counsel for the parties.

4.6. Collaboration. The Regional Council shall facilitate collaboration between the Colorado Attorney's General's Office, Participating Local Governments within its Region, the Abatement Council, and other stakeholders within its Region for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado.

4.7. Transparency. The Regional Council shall operate with all reasonable transparency and abide by all Colorado laws relating to open records and meetings. To the extent the Abatement Council requests outcome-related data from the Regional Council, the Regional Council shall provide such data in an effort to determine best methods for abating the opioid crisis in Colorado.

4.8. Conflicts of Interest and Ethics. Members of the Regional Council shall abide by the ethics laws and conflict-of-interest rules applicable to local government officials under local and state law.

4.9. Decision Making. The Regional Council shall seek to make all decisions by consensus. In making decisions the Regional Council shall consider equity, which includes division of Opioid Funds in accordance with both populations of each county geographic region, the degree of impact of the opioid crisis in each geographic region, and economies of scale that may be achieved by consolidating resources. In the event consensus cannot be achieved, the Regional Council shall make decisions by a super majority vote of its Voting Members. For purposes of this Agreement, super majority vote shall have the meaning set forth in the Bylaws.

4.10. Compensation. Members of the Regional Council shall not receive compensation for their services. Individual Participating Local Governments may provide for reimbursement of a participant's reasonable and necessary expenses incurred on behalf of, and authorized by, the Regional Council to the extent permitted by law.

5. REGIONAL FISCAL AGENT.

5.1. Purpose. According to the Colorado MOU, the Regional Council must designate a fiscal agent for the Region prior to the Region receiving any Opioid Funds from the Regional Share. All funds from the Regional Share shall be distributed to the Regional Council's fiscal agent for the benefit of the entire Region.

5.2. Designation. The Parties to this Agreement hereby designate Jefferson County as the fiscal agent for the Region (the "Regional Fiscal Agent").

5.3. Duties. Jefferson County, as the Regional Fiscal Agent, shall receive, deposit, and make available Opioid Funds distributed from the Abatement Council and provide expenditure reporting data to the Abatement Council on an annual basis. In addition, the Regional Fiscal Agent shall perform certain recordkeeping duties outlined below.

5.3.1. Opioid Funds. The Regional Fiscal Agent shall receive all Opioid Funds as distributed by the Abatement Council. The Opioid Funds shall be segregated from other funds held by the Regional Fiscal Agent, which may be accomplished by creating a separate fund or account to hold the proceeds or as otherwise required by the Colorado MOU. Upon direction by the Regional Council, the Regional Fiscal Agent shall make any such Opioid Funds available to the Regional Council or their authorized designees. At this time, the LG shares will not be pooled and shall remain separate or as directed by each Participating Local Government in accordance with the terms of the Colorado MOU. Any individual Participating Local Government may elect to include its LG shares with the Regional Council's Opioid Funds by making such election to the Regional Fiscal Agent and notifying the Abatement Council as necessary. Such election to pool its LG shares shall be applicable until such election is withdrawn by written notice to the Regional Fiscal Agent and the Abatement Council. Once LG shares are pooled with the Opioid Funds for the Region, they will not be separated and will be distributed constituent with the direction of the Regional Council as with all of the Opioid Funds. Notices to withdraw the pooling election will only be applicable for funds received after the withdrawal notice has been submitted and will not be retroactive.

5.3.2. Reporting. On an annual basis, as determined by the Abatement Council, the Regional Fiscal Agent shall provide to the Abatement Council with the Regional Council's expenditure data from their allocation of the Regional Share and certify to the Abatement Council that the Regional Council's expenditures were for Approved Purposes and complied with its two-year plan.

5.3.3. Recordkeeping. The Regional Fiscal Agent shall maintain necessary records with regard the Regional Council's meetings, decisions, plans, and expenditure data.

5.4. Authority. The Regional Fiscal Agent serves at the direction of the Regional Council and in service to the entire Region. The terms of the Colorado MOU control the authority of a Regional Council, and by extension, the Regional Fiscal Agent.

5.5. Principal Office. The principal office of the Regional Council shall be the Regional Fiscal Agent's address at the Jefferson County Finance Office, 100 Jefferson County Parkway, Suite 4550 Golden, CO 80419. Written notice of any change in the location of the Regional Council's principal office shall be provided in advance to all of the Participating Local Governments and the Abatement Council.

6. REGIONAL TWO-YEAR PLAN.

6.1. Requirements. In accordance with the Colorado MOU, as part of a Regional Council's request to the Abatement Council for Opioid Funds from its Regional Share, the Regional Council must submit a two-year plan identifying the Approved Purposes for which the requested funds will be used.

6.2. Development of Two-Year Plan. In developing a two-year plan, the Regional Council shall solicit recommendations and information from all Parties and other stakeholders within its Region for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado. At its discretion, a Regional Council may seek assistance from the Abatement Council for purposes of developing a two-year plan.

6.3. Amendment. At any point, a Regional Council's two-year plan may be amended so long as such amendments comply with the terms of the Colorado MOU and any Settlement.

7. ABATEMENT COUNCIL REGIONAL SHARE AMOUNT. If the Regional Council disputes the amount of Opioid Funds it receives from its allocation of the Regional Share, the Regional Council shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. However, the failure to alert the Abatement Council within this time frame shall not constitute a waiver of the Regional Council's right to seek recoupment of any deficiency in its Regional Share.

8. LIABILITY AND GOVERNMENTAL IMMUNITY.

8.1. Liability of Participating Local Governments. The Regional Council shall be responsible for directing the actions within the Region. The liability of the Regional Council is limited to the available funds of the Regional Share. The Parties acknowledge and agree that the Participating Local Governments, rather than the Regional Council, shall be the parties contracting for services for Approved Purposes pursuant to the then-current two-year plan. The Regional Council will provide the funding for the Approved Purposes and direct that funding to the appropriate Participating Local Government for implementation. For purposes of clarity, the Regional Council described herein shall not constitute a separate legal entity.

8.2. Indemnification. To the extent permitted by law, each Participating Local Government and each Non-Voting Member entity shall defend and indemnify its Members, officers, and agents in connection with any claim or actual or threatened suit, action, proceeding in which such Member may be involved in its official capacity by reason of being or having been such a Member, officer, or agent, or by reason of any action or omission by such Member or participant of the Regional Council, and shall pay any judgment resulting therefrom. Such indemnification and duty to defend shall be further subject to and limited by the resources of the Participating Local Government or Non-Voting Member entity available for such purposes, including available insurance coverage. Each Parties' obligations to defend and indemnify its Members, officers, and employees shall be in accordance with and subject to the limitations of the Colorado Governmental Immunity Act, Sections 24-10-101 et seq., C.R.S.

8.3. Insurance. Each Participating Local Government shall maintain insurance or self-insure with respect to its affairs and employees against such casualties and contingencies of such types and in such amounts as such Party may determine from time to time, in its discretion.

8.4. Governmental Immunities.

8.4.1. The Parties hereto intend that nothing herein shall be deemed or construed as a waiver by any Party of any rights, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (Section 24-10-101, C.R.S., et seq.) as now or hereafter amended or otherwise available at law or equity.

8.4.2. The Parties agree that in the event any claim or suit is brought against any Parties by any third party as a result of the operation of this Agreement, all Parties will cooperate with each other, and with the insuring entities of all applicable Parties, in defending such claim or suit.

9. TERMINATION. The Parties enter into this Agreement to serve the public interest. If this Agreement ceases to further the public interest, a Party, in its discretion, may terminate its participation in the Agreement, in whole or in part, upon written notice to the other Parties.

10. GOVERNING LAW; VENUE. This Agreement shall be governed by the laws of the State of Colorado. Venue and jurisdiction for any dispute arising hereunder shall lie with the District Court of Jefferson County.

11. NOTICES. The contact information for each Party's notice representative is designated on the signature page and such person shall be the point of contact for coordination with respect to this Agreement. "Key Notices" under this Agreement are notices regarding default, disputes, or termination of the Agreement. Key Notices shall be given in writing and shall be deemed received if given by confirmed electronic transmission that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly

reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions and texts when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; certified mail, return receipt requested, postage prepaid, three business days after being deposited in the United States mail; or overnight carrier service or personal delivery, when received. For Key Notices, the Parties will follow up any electronic transmission with a hard copy of the communication by the means described above. All other communications or notices between the Parties that are not Key Notices may be done via electronic transmission. The Parties agree that any notice or communication transmitted by electronic transmission shall be treated in all manner and respects as an original written document; any such notice or communication shall be considered to have the same binding and legal effect as an original document. All Key Notices shall include a reference to the Agreement, and Key Notices shall be given to the Parties at the address as indicated on the signature page for the Participating Local Government.

- 12. INFORMATIONAL OBLIGATIONS.** Each Party hereto will meet its obligations as set forth in § 29-1-205, C.R.S., as amended, to include information about this Agreement in a filing with the Colorado Division of Local Government; however, failure to do so shall in no way affect the validity of this Agreement or any remedies available to the Parties hereunder.

13. GENERAL TERMS AND CONDITIONS

13.1. Independent Entities. The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.

13.2. Assignment. This Agreement shall not be assigned by any Party without the prior written consent of all Parties. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Agreement.

13.3. Integration and Amendment. This Agreement represents the entire agreement between the Parties and terminates any oral or collateral agreement or understandings. This Agreement may be amended only by a writing signed by a super majority (75%) of the Parties. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and the remaining provision of this Agreement shall continue in full force and effect.

13.4. No Construction Against Drafting Party. The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any Party merely because any provisions of the Agreement were prepared by a particular Party.

13.5. Captions and References. The captions and headings in this Agreement are for convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

13.6. Statutes, Regulations, and Other Authority. Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the execution of this Agreement.

13.7. Compliance with the Laws. The Parties shall observe and comply with all applicable laws, including but not limited to federal, state, and local laws, regulations, rules, or ordinances that affect those employed or engaged by it with respect to this Agreement.

13.8. Conflict of Interest. No Party shall knowingly perform any act that would conflict in any manner with said Party's obligations hereunder. Each Party certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of its obligations hereunder. No elected or employed member of any Party shall be paid or receive, directly or indirectly, any share or part of this Agreement or any benefit that may arise therefrom.

13.9. Inurement. The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

13.10. Survival. Notwithstanding anything to the contrary, the Parties understand and agree that all terms and conditions of this Agreement and any exhibits that require continued performance or compliance beyond the termination or expiration of this Agreement shall survive such termination or expiration and shall be enforceable against a Party if such Party fails to perform or comply with such term or condition.

13.11. Waiver of Rights and Remedies. This Agreement or any of its provisions may not be waived except in writing by a Party's authorized representative. The failure of a Party to enforce any right arising under this Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.

13.12. No Third-Party Beneficiaries. Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the Parties receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

13.13. Records Retention. The Parties shall maintain all records, including working papers, notes, and financial records in accordance with their applicable record retention schedules and policies. Copies of such records shall be furnished to the requesting Parties upon request.

13.14. Execution by Counterparts; Electronic Signatures and Records. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

13.15. Authority to Execute. Each Party represents that all procedures necessary to authorize such Party's execution of this Agreement have been performed and that the person signing for such Party has been authorized to execute the Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written, the Effective Date of this Agreement.

CLEAR CREEK COUNTY, COLORADO

By: _____
Sean C. Wood, Chairman
Board of County Commissioners

Approved as to Form:

ATTEST:

County Attorney

Clerk to the Board

Notice Contact Information:

Clear Creek County
Attn: Brian D. Bosshardt, County Manager
PO Box 2000
Georgetown, CO 80444
Phone: 303-679-2490
Email: bbosshardt@clearcreekcounty.us

With a copy to:

Peter A. Lichtman, County Attorney
PO Box 2000
Georgetown, CO 80444
Phone: 303-679-2454
Email: plichtman@clearcreekcounty.us

GILPIN COUNTY, COLORADO

By and through its Board of County Commissioners

By: _____
Sandy Hollingsworth, Chair
Board of County Commissioners

Approved as to Form:

ATTEST:

County Attorney

Clerk to the Board

Notice Contact Information:

Gilpin County
Attn: Ray Rears, County Manager
PO Box 366 (Mail)
203 Eureka St. (Delivery)
Gilpin County, CO 80427
Phone: 303-582-5214 ext. 2600
Email: rrears@gilpincounty.org

With a copy to:

Bradford R. Benning, County Attorney
PO Box 366 (Mail)
203 Eureka St. (Delivery)
Gilpin County, CO 80427
Phone: 303-515-4377
Email: rrears@gilpincounty.org

COUNTY OF JEFFERSON

By: _____
Board of County Commissioners

Notice Contact Information:

Jefferson County
Attn: Board of County Commissioners
100 Jefferson County Parkway, Suite 5000
Golden, CO 80419
Phone: (303) 271-8525
Email: commish@jeffco.us

with copy to:

Jefferson County Attorney's Office
100 Jefferson County Parkway, Suite 5500
Golden, CO 80419
Phone: (303) 271- 8900
Email: CAOcontracts@jeffco.us

Approved as to Form:

County Attorney

CITY OF ARVADA

By: Marc Williams

Its: Mayor

Notice Contact Information:

City of Arvada
Attn: City Attorney's Office

Mailing Address:

8101 Ralston Road

Arvada, CO 80002

Phone: 720-898-7180

Email: rmorris@arvada.org

ATTEST:

Kristen Rush, City Clerk

Approved as to Form:

Rachel A. Morris, City Attorney

By: Laura Hemler, Assistant City Attorney

Exhibit A

Bylaws of Regional Council – Region 10

(See attached)

**BYLAWS OF THE
REGION 10 – OPIOID REGIONAL COUNCIL**

**ARTICLE I
PURPOSE**

1.1 Purpose. In accordance with the Colorado MOU, a Regional Council, consisting of representatives appointed by the Participating Local Governments, shall be created to oversee the procedures by which a Region may request Opioid Funds from the Abatement Council and the procedures by which the allocation of its Region’s Share of Opioid Funds are administered. The Participating Local Governments entered into a Colorado Regional Intergovernmental Agreement dated ____, 2022 (the “Agreement”), to establish the Regional Council for Region 10 and to detail the Agreement of the Parties surrounding its operation. The purposes of these bylaws is to further detail the operation of the Regional Council in accordance with the terms of the Agreement and the Colorado MOU. Capitalized terms not otherwise set forth herein shall have the meaning ascribed to them in the Agreement.

**ARTICLE II
OFFICES**

2.1 Principal Office. The principal office of the Regional Council shall be located at the Jefferson County Board of County Commissioner’s Office, 100 Jefferson County Parkway, Suite 5000, CO 80419. Written notice of any change in the location of the Regional Council’s principal office shall be provided in advance to all Participating Local Governments as set forth in the Agreement.

**ARTICLE III
REGIONAL COUNCIL MEMBERSHIP**

3.1 Regional Council Membership. The Participating Local Governments as set forth in the Agreement shall select the composition of the Regional Council as set forth in the Agreement.

**ARTICLE IV
OFFICERS**

4.1 Presiding Officers. At the first Regional Council meeting of each calendar year, or such other date as mutually agreed upon by the Regional Council, the Regional Council shall elect by a Majority Vote (as defined in Section 7.2 below) from the Regional Council Voting Members a Chair and Vice-Chair who shall be the presiding officers at Regional Council meetings (the “**Presiding Officer(s)**”). Only those persons who have signified their consent to serve if elected may be nominated or elected to hold office. If the Chair or Vice-Chair elects not to preside over a meeting or particular matter, a Majority Vote of the Regional Council present shall then elect a temporary chair who shall be the Presiding Officer for that particular meeting or particular matter only, as the case may be.

4.2 Term. The term of office for the Presiding Officers is one (1) year from the date of election; however, no Presiding Officer shall serve more than four (4) consecutive one-year terms. Each Presiding Officer shall hold office until their successor is duly elected or until such Presiding Officer's death, incapacity, resignation, or removal.

4.3 Resignation and Removal. A Presiding Officer may resign at any time by giving written notice to the Regional Council and the Regional Fiscal Agent and it shall be effective as of the date stated in the resignation. Any Presiding Officer may be removed with or without cause at any meeting of the Regional Council by Super Majority Vote (as defined in Section 7.2 below) of the Regional Council, provided that the agenda for such meeting lists officer removal as an agenda item. Resignation or removal shall terminate all authority of the officer. An officer of the Regional Council may be removed from the Regional Council for cause. "Cause" is defined to include failure to fully disclose conflicts of interest, misuse of confidential information, missing three consecutive Regional Council meetings, obstructive and other behavior not furthering the Regional Council's purpose, or upon removal from the Regional Council by the appropriate appointing organization.

4.4 Presiding Officer Vacancies. If the office of Chair should become vacant during the term of office, the Vice-Chair shall assume the duties of Chair. Should the office of Vice-Chair become vacant, a special election shall be held as soon as possible following the announcement of the vacancy. Nominations from the floor by members of the Regional Council during the election meeting shall be permissible.

4.5 Authority and Duties of the Chair and Vice-Chair. It shall be the responsibility of the Chair to preside at all meetings of the Regional Council, execute documents of behalf of the Regional Council, ensure that all orders and resolutions of the Regional Council are carried into effect, make appointments to committees, and be the primary liaison between the Regional Council and the Regional Fiscal Agent. The Vice-Chair shall perform the duties of the Chair during the Chair's absence. The Presiding Officers of the Regional Council shall have the authority and exercise the powers and perform the duties as specified herein and as may be additionally specified by the Regional Council, or these Bylaws, and as may be required by law.

4.6 Duties of the Secretary. The Regional Council intends to hire a third-party consultant to perform the duties generally handled by a secretary.

4.7 Regional Fiscal Agent. Jefferson County shall be the fiscal agent for the Regional Council which shall include, but is not limited to, keeping full and accurate accounts of all receipts and disbursements of the Regional Council, depositing all moneys as may be designated by the Regional Council, disbursing the Opioid Funds as ordered by the Regional Council, preparing and recommending a two-year operating budget to the Regional Council by such date as established by the Regional Council consistent with the then-current two-year plan adopted by the Regional Council, and performing all other duties as may from time to time be assigned by the Regional Council or as may be required by these Bylaws or the Regional Council.

ARTICLE V

WRITTEN INSTRUMENTS AND CHECKS

5.1 Written Instruments. The Regional Council may authorize any officer(s) or agent(s) to deliver any instrument in the name of and on behalf of the Regional Council or instructions for the disbursement of funds from a QFS account in accordance with the Colorado MOU, and such authority may be general or confined to specific instances. The Chair, and Vice-Chair in the absence of the Chair, shall have general authority to execute actions in the name of the Regional Council, provided such item was properly approved by the Regional Council and with the understanding that the Regional Council is not a separate legal entity.

5.2 Checks. All checks or demands for money and notes of the Regional Council shall be signed by two (2) officers or such other person or persons as the Regional Council may from time to time designate.

ARTICLE VI

MEETINGS

6.1 Regular Meetings. Regular meetings of the Regional Council shall be held quarterly or at such other regular intervals and at such time and place as determined by the Regional Council. The Regional Council may provide by resolution the time and place within the State of Colorado for the holding of regular meetings. In the absence of any such meeting designation, meetings shall be held at the principal office of the Regional Council.

6.2 Special Meetings. Special meetings of the Regional Council for any purpose(s) may be called at any time by the Chair, by formal resolution of the Regional Council, or informally by an electronic mail notification to the Regional Council Voting Members so long as a quorum of the Voting Members consent to the time of the special meeting.

6.3 Electronic/Virtual Meetings. Members of the Regional Council or any committee thereof may participate in a meeting of the Regional Council or committee by means of telephone conference, electronic meeting platform such as Zoom, WebEx or Teams, or similar communications equipment by which all persons participating in the meeting can hear one another at the same time. Such participation shall constitute presence in person at the meeting, no matter where such person is actually located. The Regional Council shall use best efforts to refrain from holding any meetings solely via electronic mail, although such meetings shall be permitted if the Colorado Open Meetings Laws are followed with respect to such meeting.

6.4 Notice of Meetings. Notice to the public of any regular and special meetings of the Regional Council shall be posted as required by the Colorado Open Meetings Law. The Regional Council shall, annually at its first regular meeting of the calendar year, designate a public place for the posting of Regional Council notices in accordance with C.R.S. 24-6-402(2)(c).

Notice of regular Regional Council meetings shall be personally delivered or sent by first class mail, postage prepaid, facsimile, telephone, e-mail, or other electronic communication to

each Regional Council Member at the member's address as shown on the records of the Regional Council as soon as reasonably practicable prior to each regular meeting. Notice of special Regional Council meetings shall be given to each Regional Council Member at least forty-eight (48) hours before the meeting. Notice shall be either oral or written. Oral notice shall be given face-to-face or by telephone. Written notice may be given by mail, personal delivery, facsimile, e-mail, or other electronic communication. The notice shall contain (1) the date, time, and place of the meeting; and (2) the agenda for said meeting, or the purpose or purposes for which a special meeting is called. Special meetings of the Regional Council shall be limited to the purpose or purposes set forth in the notice of said special meeting. The attendance of a Regional Council Member at a meeting shall constitute a waiver of notice of such meeting, except where a Regional Council Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

All Members shall receive electronic copies of all notices, agendas, and appropriate enclosures at the e-mail address of their designated representative provided to the Regional Fiscal Agent.

6.5 Public Meetings. All the meetings of the Regional Council, other than executive sessions, shall be open to the public. No vote or other formal action shall be taken in any session which is closed to the general public. The Regional Fiscal Agent, or such other officer as the Regional Council may from time to time determine, shall maintain a list of persons who, within the previous two (2) years, have requested notification of all meetings or of meetings when certain specified policies will be discussed and shall provide reasonable advance notification of such meetings; provided, however, that unintentional failure to provide such advance notice will not nullify actions taken at an otherwise properly published meeting.

6.5.1 Executive Session. The Regional Council, upon the affirmative vote of two-thirds of the quorum present, may hold an executive session for any of the reasons set forth in C.R.S. 24-6-402(4) as are applicable. No formal action may be taken while in executive session. Prior to convening an executive session, the Chair shall announce the topic(s) to be discussed, including the specific statutory citation(s), and identify the particular matter to be discussed in as much detail as possible without compromising the purpose for which the executive session is authorized.

6.6 Informal Meetings. Informal meetings of the Regional Council at which no final decision is made or formal action is taken may be held from time to time and may include study sessions, subcommittee meetings, or any meeting of three or more Regional Council Members at which Regional Council business is to be discussed. Notice of any such meeting shall be given to all Regional Council Members at least seventy-two (72) hours in advance of such meeting, unless such informal meeting was set and authorized by the Regional Council at a regular or special meeting. Public notice of the meeting shall be posted in the designated posting place for the Regional Council at least twenty-four (24) hours prior to such meeting as required by the Colorado Open Meetings Law.

6.7 Conduct of Meetings. Unless otherwise agreed to by the Regional Council, Robert's Rules of Order, Revised shall be the parliamentary authority for all meetings of the

Regional Council and the rules contained therein shall govern the procedures utilized at such meetings where not inconsistent with the Colorado law. Failure to adhere to Robert's Rules of Order, Revised shall not affect the validity of any Regional Council action.

ARTICLE VII **VOTING**

7.1 Quorum for the Board. A quorum must be present at any Regional Council meeting for business transactions to take place and motions to pass. A quorum of the Regional Council shall be nine (9) Voting Members of the Regional Council.

7.2 Voting. All Regional Council Voting Members shall be entitled to one (1) vote on any matter coming before the Regional Council. Except as otherwise provided herein, and in Disclosures - Section 7.3 below, all actions of the Regional Council for which a vote is required shall be made and decided by a Super Majority Vote. In the cases where a “**Super Majority Vote**” is required at least 75% of the Regional Council Voting Members shall vote in favor of the item. For example, if all sixteen members of the Regional Council are present, then sixteen (16) votes would be cast and twelve (12) votes will be needed to pass the item. For purposes of these Bylaws, “**Majority Vote**” shall mean a majority of the votes shall be cast in favor of the item coming before a quorum of the Regional Council or committee, as applicable. For example, if all sixteen members of the Regional Council are present, then sixteen (16) votes would be cast and nine (9) votes will be needed to pass the item. Majority Votes for the Regional Council are generally limited to purposes of electing the Presiding Officers and committee officers (as applicable). No Regional Council Voting Member shall abstain from voting unless abstention is required by law. In the case of a tie vote, the item will be deemed to have failed.

7.3 Disclosures. Each Regional Council Member, voting and non-voting, shall provide such disclosures, including potential conflict of interest disclosures, as may be required by law, including but not limited to Sections 24-18-101 *et seq.*, C.R.S. and Section 18-8-308, C.R.S. Unless otherwise permitted by law, any voting member or alternative voting member or non-voting member who has a personal or private interest in any matter proposed or pending before the Regional Council after disclosure thereof shall recuse themselves from the meeting and shall refrain from attempting to influence the decision of the other members of the Regional Council on such matter.

ARTICLE IX **COMMITTEES**

9.1 Committees. The Regional Council may establish by resolution such standing committees or special committees in addition to those specified in this Article as it deems appropriate, with such duties, responsibilities, and members as it may designate. The Regional Council or the Chair may refer to the proper committee any matter affecting the Regional Council or any operations needing study, recommendation, or action. The delegation of authority to any committee shall not operate to relieve the Regional Council or any of its members of any legal responsibility.

9.2 Limitations. Except in cases where these Bylaws or the Regional Council has by written resolution provided otherwise, the function of any committee is as an advisory body to the Regional Council. No member of any committee, without the prior authorization of the Regional Council or as set forth in these Bylaws, has the authority to purchase, collect funds, implement policy, or bind, or obligate the Regional Council in any way or by any means. All such powers are expressly reserved to the Regional Council and the officers of the Regional Council.

9.3 Committee Membership. Committee members may include representatives of the Participating Local Governments, Voting and Non-Voting Members of the Regional Council and such other parties, as determined by the Regional Council. The Regional Council may appoint a Regional Council Member to serve on any committee or to act as a liaison to any committee, or both, in the Regional Council's discretion. The Regional Council may from time to time appoint to any standing or special committee any individual who is qualified to serve on such committee and who has the requisite expertise and knowledge to supply value thereto, as determined by the Regional Council in its discretion.

9.4 Committee Officers. Each committee shall select by Majority Vote one of its members to serve as Chair and one of its members to serve as Vice Chair. The Chair of each committee shall preside at all meetings of such committee and shall discharge the duties of presiding officer. The Vice Chair of each committee shall have such powers and perform such duties as the members of the committee may from time to time prescribe or as the Chair may from time-to-time delegate. At the request of the Chair, or in the event of the Chair's absence or inability to act, the Vice Chair shall serve as acting Chair. If the Chair or Vice-Chair elects not to preside over a meeting or particular matter, a Majority Vote of the committee present shall then elect a temporary chair who shall be the presiding officer for that particular meeting or particular matter only, as the case may be.

9.5 Committee Meetings and Recommendations. A committee may hold regular meetings at a time and place to be determined by the members of such committee. A quorum must be present at any committee meeting for business to take place and motions to pass. A quorum of a committee shall be a majority of the members of such committee. All committees shall act by Majority Vote, unless otherwise prescribed by the Regional Council. As Non-Voting Members may be members of committees, all decisions of committees shall be deemed recommendations to the Regional Council and the Regional Council Voting Members shall still be required to vote on any measures recommended to such body by the committee in order to complete any formal action by the Regional Council. Rules governing procedures for meetings of any committee shall be as established by the Regional Council, or in the absence thereof, the rules set forth in these Bylaws shall be followed. All meetings of any committee shall be open to the public.

9.6 Resignation. A member of any committee may resign at any time by giving written notice to the Chair of the committee and to the Regional Fiscal Agent of the Regional Council. Such resignation shall take effect at the time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

9.7 Vacancies. Any vacancy occurring on any committee by reason of resignation or otherwise may be filled by action of the Regional Council, unless otherwise provided herein.

9.8 Removal. At any meeting of the Regional Council duly called and expressly providing for such purpose, any one or more members of any committee may be removed with or without cause by a Super Majority Vote of the Regional Council.

ARTICLE X **FUNDING**

10.1 Funding. The Regional Council shall be funded with Opioid Funds.

10.2 Fiscal Year. The fiscal year of the Regional Council shall be the calendar year.

ARTICLE XI **MISCELLANEOUS**

11.1 Amendment. These Bylaws may be amended or repealed at any regular meeting of the Regional Council or at any special meeting called for that purpose provided that written notice of the proposed amendment or repeal shall have been given at least fourteen (14) days prior to the meeting. Except as provided herein, any such amendment or repeal shall require a Super Majority Vote of the Regional Council at any duly constituted meeting of the Regional Council.

11.2 Severability. The invalidity of any provision of these Bylaws shall not affect the other provisions hereof. In the event any provision of these Bylaws is determined to be invalid, these Bylaws shall be construed in all respects as if such invalid provision were omitted.

11.3 Headings. The headings provided throughout these Bylaws are for convenience and reference only and in no way define, limit, or add to the meaning of any provision hereof.

I, _____, as Chair of the Region 10 Regional Council, hereby certify that attached hereto are the Bylaws of the Region 10 Regional Council, which were duly adopted by the Regional Council on _____ and are of full force and effect as of the date hereof.

Dated: _____

Chair



REPORT TO CITY COUNCIL ORDINANCE FIRST READING

**AGENDA ITEM
8.C.1.**

TO: THE HONORABLE CITY COUNCIL

DATE: June 6, 2022

SUBJECT: CB22-058, An Ordinance Amending Section 38-304, Smoking Prohibited, of Division 3, Smoking Restricted in Public Places, of Article VII, Air Pollution, of Chapter 38, Environment, of the Arvada City Code (Public Hearing to be set for June 27, 2022, at 6:15 p.m.)

Report in Brief

On August 16, 2021, Council passed Ordinance #4773. This Ordinance revised several provisions of the City's Smoking Prohibited in Public Places Ordinance (the "No Smoking Ordinance") to align with State and Federal law, raising the minimum age for sales of tobacco products to 21 years and to conform language with the Colorado Clean Indoor Air Act (CCIAA).

While subsequently working with State tobacco enforcement on related matters, it came to the attention of the City team that an existing exception in the No Smoking Ordinance (ACC 38-304), which permits smoking from an electronic device as part of a theatrical production, may conflict with State law. Our team researched applicable case law and confirmed that the exception for "theatrical smoking" provided in ACC 38-304 does in fact conflict with State law which bans smoking in theaters under the Colorado Supreme Court's decision in *Curious Theatre Co. v. Colo. Dep't of Pub. Health & Env't* (Colo. 08SC351, 2008). Therefore, the City should amend ACC 38-304 to remove the "theatrical smoking" exception.

The Arvada team recommends that the City Council approve CB22-058, An Ordinance Amending Section 38-304, Smoking Prohibited, of Division 3, Smoking Restricted in Public Places, of Article VII, Air Pollution, of Chapter 38, Environment, of the Arvada City Code, on first reading, ordered published in full, and a Public Hearing to be set for June 27, 2022 at 6:15 p.m.

Financial Impact

This ordinance has no associated financial impact.

Background

The CCIAA prohibits smoking in various public places, including theatres. In *Curious Theatre*, The Colorado Supreme Court held that the CCIAA is content neutral and narrowly tailored to protect the public health and welfare from the dangers of smoking. The Court further held that the State's prohibition on smoking in theatres did not impermissibly infringe on any constitutionally protected freedom of expression associated with smoking as part of a theatrical production. Therefore, the Court upheld the CCIAA's prohibition on smoking in theatres, to include smoking as part of a theatrical production. The City's No Smoking Ordinance should be amended to conform with the CCIAA.

Discussion

Amending the No Smoking Ordinance to remove the exception for theatrical smoking will comply with the requirements of the CCIAA.

Public Contact

Posting of the City Council agenda.

SUBJECT: CB22-058, An Ordinance Amending Section 38-304, Smoking Prohibited, of Division 3, Smoking Restricted in Public Places, of Article VII, Air Pollution, of Chapter 38, Environment, of the Arvada City Code (Public Hearing to be set for June 27, 2022, at 6:15 p.m.)

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Commission Recommendation

N/A

Strategic Alignment

This ordinance amendment aligns with safe communities strategies by ensuring the No Smoking Ordinance does not conflict with the CCIAA.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve CB22-058, An Ordinance Amending Section 38-304, Smoking Prohibited, of Division 3, Smoking Restricted in Public Places, of Article VII, Air Pollution, of Chapter 38, Environment, of the Arvada City Code, on first reading, ordered published in full, and a Public Hearing to be set for June 27, 2022 at 6:15 p.m.

Suggested Motion:

I move that CB22-058, An Ordinance Amending Section 38-304, Smoking Prohibited, of Division 3, Smoking Restricted in Public Places, of Article VII, Air Pollution, of Chapter 38, Environment, of the Arvada City Code., be (approved on first reading, ordered published in full, and a public hearing set for June 27, 2022, at 6:15 p.m.) (rejected).

Prepared by:
Aaron Jacks, Assistant City Attorney

Reviewed by:

Approved by:

Rachel Morris, City Attorney	5/25/2022
Linda Haley, Deputy City Manager	5/25/2022
Lorie Gillis, Deputy City Manager	5/25/2022
Mark Deven, City Manager	5/26/2022

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 22-058
ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 38-304, SMOKING PROHIBITED, OF DIVISION 3, SMOKING RESTRICTED IN PUBLIC PLACES, OF ARTICLE VII, AIR POLLUTION, OF CHAPTER 38, ENVIRONMENT, OF THE ARVADA CITY CODE

WHEREAS, the City of Arvada adopted Ordinance No. 3919, the “Smoking Restricted in Public Places Ordinance” (the “Ordinance”), in 2004; and

WHEREAS, the Ordinance prohibits smoking tobacco products in public places in Arvada; and

WHEREAS, the Ordinance provides an exception which permits smoking tobacco while on stage as part of a theatrical production, which exception conflicts with the provisions of C.R.S. § 25-14-204(1)(x), of the Colorado Clean Indoor Air Act (“CCIAA”); and

WHEREAS, the City Council has determined that amending the Ordinance to remove the theatrical production exception will conform the Ordinance with the CCIAA and will protect against harm to the public health, safety, and welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

Section 1. Sec. 38-304, Smoking prohibited, of Division 3, Smoking Restricted in Public Places, of Article VII, Air Pollution, of Chapter 38, Environment, of the Arvada City Code is hereby amended to read as follows:

“Sec. 38-304. Smoking prohibited.

It shall be unlawful for any person to smoke in any public place or sports arena as defined in this division or a cigar-tobacco bar as defined in C.R.S. §25-14-203.”

Section 2. The remaining provisions of the Smoking Restricted in Public Places Ordinance shall remain unchanged.

Section 3. 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 declares that 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 4. This Ordinance shall take effect five days after publication following passage.

INTRODUCED, READ, AND ORDERED PUBLISHED this 6th day of June, 2022.

PASSED, ADOPTED, AND APPROVED this _____ day of _____, 2022.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

Publication Dates: June 9, 2022

REDLINE/STRIKEOVER VERSION

FOR INFORMATION ONLY -- NOT PART OF THE ORDINANCE

Underlined indicates new material
Double underlined indicates relocated material
Strikeover indicates deleted material

Sec. 38-304. Smoking prohibited.

It shall be unlawful for any person to smoke in any public place or sports arena as defined in this division or a cigar-tobacco bar as defined in C.R.S. §25-14-203.

~~Exception: The use of an electronic smoking device is allowed on stage at a theatrical production site if smoking by a theatrical character is an integral part of the storyline of the production.~~



REPORT TO CITY COUNCIL ORDINANCE FIRST READING

**AGENDA ITEM
8.C.2.**

TO: THE HONORABLE CITY COUNCIL

DATE: June 6, 2022

SUBJECT: CB22-059, An Ordinance Authorizing an Intergovernmental Agreement By and Between the City of Arvada and the State of Colorado, Department of Higher Education, State Board for Community Colleges and Occupational Education Acting By and Through Red Rocks Community College for a 100 Year Lease of a Parcel North of Red Rocks Community College for the Construction of a Health and Fitness-Focused Park (Public Hearing to be set for June 27, 2022, at 6:15 p.m.)

Report in Brief

The Holistic Health & Fitness Park is a collaborative public park project aimed to meet Arvada's increasing population's recreation demands and support Red Rocks Community College's curriculum, degrees and certificates - such as Holistic Health, Reflexology, Yoga, and Rehabilitation - through a unique design program unlike other typical neighborhood parks. The park will fulfill community park and recreation needs identified in the 2007 Arvada Transit Station Framework Plan and 2009 Pedestrian and Bicycle Access Plan.

The City of Arvada has partnered with Red Rocks Community College to design and construct a health and fitness-focused park located on the parcels north of Red Rocks Community College. Arvada owns the park parcel to the west, and the State of Colorado, Department of Higher Education, State Board for Community Colleges and Occupational Education acting by and through Red Rocks Community College (the "State") owns the parcel to the east, located at 10275 W. 55th Avenue, Arvada, Colorado. The State has agreed to lease the eastern parcel to Arvada for 100 years for the purposes of designing, constructing, and operating the health and fitness-focused park under the terms and conditions outlined in the attached lease.

The Arvada team recommends that the City Council approve CB22-059, An Ordinance Authorizing an Intergovernmental Agreement by and between the City of Arvada and the State of Colorado, Department of Higher Education, State Board for Community Colleges and Occupational Education acting by and through Red Rocks College for a 100 Year Lease of a Parcel North of Red Rocks Community College for the Construction of a Health and Fitness-Focused Park on first reading, ordered published in full, and a public hearing set for June 27, 2022 at 6:15 p.m.

Financial Impact

This ordinance has no associated financial impact.

Development of Holistic Health and Fitness Park is associated with Capital Improvement Project number 94694.

Background

The City of Arvada and Red Rocks Community College (RRCC) have been working together since 2016 to develop a new park in the Arvada Ridge area to meet identified public park service gaps and support higher education curriculum at the RRCC Arvada Campus. Arvada's Holistic Health and Fitness Park will focus on whole-body health and offer a variety of uses for all ages and abilities. The park will provide free access to therapeutic, rehabilitative, and play-oriented amenities that will especially benefit users at the ends of the age spectrum; those who are differently-abled; and those who stand to benefit from holistic healing and face barriers to access. By eliminating financial barriers constraining equitable access, the free, ADA-accessible public park is designed to serve as an alternative to a clinical setting. It will consist of interactive features, and will

SUBJECT: CB22-059, An Ordinance Authorizing an Intergovernmental Agreement By and Between the City of Arvada and the State of Colorado, Department of Higher Education, State Board for Community Colleges and Occupational Education Acting By and Through Red Rocks Community College for a 100 Year Lease of a Parcel North of Red Rocks Community College for the Construction of a Health and Fitness-Focused Park (Public Hearing to be set for June 27, 2022, at 6:15 p.m.)

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improve community access to free health opportunities and solutions to chronic health issues. Together, the City and RRCC will monitor and respond to the changing needs of park users through evaluation with continued focus on equity and innovation.

In April 2017, a Resolution Authorizing an Agreement Between the City of Arvada and DHM Design Corporation, in the Amount of \$134,665.00 for Landscape Architectural Design Services for the Holistic Health And Fitness Park Project was approved by City Council. A final Master Plan was developed in November 2017 as a result of an earlier public engagement process including: an open house, focus groups, and various opportunities for stakeholder feedback. The Master Plan combines elements from multiple concept plans presented to the public in September 2017 and was modified in response to public input.

No other public parks in the area support concepts specifically developed for intergenerational use, supporting mental health, mindfulness, or exploration through tactile sensations. The park promotes intergenerational interactions and strengthens community participation in activities that support both mind and body health. Arvada's Holistic Health and Fitness Park will also serve a unique function as an outdoor classroom and research laboratory for students at RRCC, enhancing educational opportunities for students enrolled in the various degree and certificate programs within the holistic health and health sciences curriculum.

Discussion

The Holistic Health and Fitness Park site is located partially on City-owned land and partially on State Board for Community Colleges and Occupational Education (the "State") land operated by Red Rocks Community College (RRCC). Arvada owns the park parcel to the west, and the State owns the parcel to the east, located at 10275 W. 55th Avenue, Arvada, Colorado. The State has agreed to lease the eastern parcel to Arvada for 100 years for the purposes of designing, constructing, and operating the health and fitness-focused park.

Initially presented in concept to RRCC Staff and Foundation in early 2016, RRCC is supportive of shared land use to be described within the future Intergovernmental Agreement. Anchored by the Arvada Ridge Transit Station, medium to high density residential development, and the public health sciences campus, the new park site will broaden access to healthy opportunities and provide an outlet for residents as well as students to champion their own health through outdoor-based healing modalities.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

Strategic Alignment

The City's 2016 Parks, Trails and Open Space Master Plan identified this location as a park improvement priority area. Additionally, this project addresses three Arvada Parks Master Plan Recommendations:

- Community Recommendation 1: Activate Parks, Trails and Open Spaces
- Parks Recommendation 2: Provide New Parks and Improvements to Existing Parks
- Wellness Recommendation 3: Encourage Access to Healthy Living for All

Finally, this ordinance aligns with and contributes to the following City Council Strategic Result: "By 12/22, complete strategic

SUBJECT: CB22-059, An Ordinance Authorizing an Intergovernmental Agreement By and Between the City of Arvada and the State of Colorado, Department of Higher Education, State Board for Community Colleges and Occupational Education Acting By and Through Red Rocks Community College for a 100 Year Lease of a Parcel North of Red Rocks Community College for the Construction of a Health and Fitness-Focused Park (Public Hearing to be set for June 27, 2022, at 6:15 p.m.)

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investments and initiatives to ensure parks, trails, open space, and amenities are in alignment with our diverse, changing, and growing community.”

Alternative Courses of Action

N/A.

Recommendation for Action

The Arvada team recommends that the City Council approve CB22-059, An Ordinance Authorizing an Intergovernmental Agreement by and between the City of Arvada and the State of Colorado, Department of Higher Education, State Board for Community Colleges and Occupational Education acting by and through Red Rocks College for a 100 Year Lease of a Parcel North of Red Rocks Community College for the Construction of a Health and Fitness-Focused Park on first reading, ordered published in full, and a public hearing set for June 27, 2022 at 6:15 p.m.

Suggested Motion:

I move that CB22-059, An Ordinance Authorizing an Intergovernmental Agreement By and Between the City of Arvada and the State of Colorado, Department of Higher Education, State Board for Community Colleges and Occupational Education Acting By and Through Red Rocks Community College for a 100 Year Lease of a Parcel North of Red Rocks Community College for the Construction of a Health and Fitness-Focused Park, be (approved on first reading, ordered published in full and a public hearing date be set for June 27, 2022 at 6:15 p.m.) (rejected)

Prepared by:

Enessa Janes, Director of Vibrant Community and Neighborhoods

Reviewed by:

Approved by:

Enessa Janes, Director of Vibrant Community and Neighborhoods	5/16/2022
Kylie Justus, Assistant City Attorney	5/16/2022
Bryan Archer, Director of Finance	5/16/2022
Gail Walker, Legal Specialist-Contracts	5/17/2022
Rachel Morris, City Attorney	5/25/2022
Linda Haley, Deputy City Manager	5/25/2022
Lorie Gillis, Deputy City Manager	5/25/2022
Mark Deven, City Manager	5/26/2022

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 22-059
ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BY
AND BETWEEN THE CITY OF ARVADA AND THE STATE OF COLORADO,
DEPARTMENT OF HIGHER EDUCATION, STATE BOARD FOR COMMUNITY
COLLEGES AND OCCUPATIONAL EDUCATION ACTING BY AND THROUGH
RED ROCKS COMMUNITY COLLEGE FOR A 100 YEAR LEASE OF A PARCEL
NORTH OF RED ROCKS COMMUNITY COLLEGE FOR THE CONSTRUCTION OF
A HEALTH AND FITNESS-FOCUSED PARK

WHEREAS, Arvada has partnered with Red Rocks Community College to design and construct a health and fitness-focused park located on the parcels north of Red Rocks Community College; and

WHEREAS, Arvada owns the park parcel to the west and the State of Colorado, Department of Higher Education, State Board for Community Colleges and Occupational Education acting by and through Red Rocks Community College (the “State”) owns the parcel to the east located at 10275 W. 55th Avenue, Arvada, Colorado; and

WHEREAS, the State has agreed to lease the eastern parcel to Arvada for 100 years for the purposes of designing, constructing, and operating the health and fitness-focused park under the terms and conditions outlined in the attached lease.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

Section 1. The Mayor, or the Mayor Pro-tem, is hereby authorized to execute, the City Clerk to attest, in form approved by the City Attorney, an Intergovernmental Agreement by and between the City of Arvada and the State for a Lease of the property locate at 10275 W. 55th Avenue, Arvada, Colorado which is substantially the same as the lease attached hereto.

Section 2. This Ordinance shall be effective five days after publication following final passage.

INTRODUCED, READ, AND ORDERED PUBLISHED this 6th day of June, 2022.

PASSED, ADOPTED, AND APPROVED this _____ day of _____, 2022.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

Publication Dates: June 9, 2022

**STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
REAL ESTATE PROGRAMS**



**STANDARD
LEASE AGREEMENT [STATE-OWNED REAL ESTATE]**

LESSOR	State of Colorado, Department of Higher Education, State Board for Community Colleges and Occupational Education acting by and through Red Rocks Community College
LESSEE	City of Arvada
LOCATION	10275 W. 55th Avenue, Arvada, Colorado

INSTRUCTIONS:

- 1) This Lease Agreement [State-Owned Real Estate] is designed for use by state agencies in leasing space in facilities owned by the State of Colorado to non-state entities.
- 2) If at any time a user of this form determines that a certain paragraph should not be included, simply strike through the entire paragraph following such paragraph's number and title. That way a later reviewer of the lease can immediately determine if and where the lease differs from the standard form, and subsequent paragraphs need not be renumbered to preserve sequential numbering. Each strike through should be initialed by the person signing the agreement of behalf of each party. Additions to the form should be indicated in **bold type**.
- 3) ***In order to use the check boxes, double click on the box and choose the checked or not checked option.***
- 4) Any terms and conditions unique to a particular lease may be succinctly stated under Paragraph #29, Additional Provisions. When the wording of the standard form is expected to be significantly changed to accommodate the agreement reached between the parties, the proposed language must be sent to the Real Estate Program for review and pre-approval before signature.
- 5) As a revenue-generating contract with no disbursement of state funds involved, the State Controller's Office is not required to approve the lease. Signature on behalf of the Attorney General's Office will be by the agency's designated legal counsel.
- 6) Don't forget to check the page numbers in the table of contents to accommodate spacing changes.
- 7) If you have questions or need assistance in using this form, call Real Estate Programs at 303-866-4759.

**STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
REAL ESTATE PROGRAMS**

• **STANDARD LEASE AGREEMENT [STATE-OWNED REAL ESTATE]**

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LEASE AGREEMENT
[State-Owned Real Estate]

THIS LEASE AGREEMENT, made and entered into this _____ day of _____, 2022, by and between THE STATE OF COLORADO, acting by and through the DEPARTMENT OF **Higher Education, State Board for Community Colleges and Occupational Education, acting by and through Red Rocks Community College**, hereinafter referred to as "Lessor" or "**College**", and the **City of Arvada Colorado**, a Colorado home rule municipal corporation whose address or principal place of business is **8101 Ralston Road, Arvada, CO**, and hereinafter referred to as "Lessee" or "**City**".

WITNESSETH:

WHEREAS, the Lessor owns certain property **located at 10275 W. 55th Avenue, Arvada, Colorado known as the Red Rocks Community College Arvada Campus (Arvada Campus), depicted on Exhibit A-1** herein identified, which Lessee desires to lease according to the terms of the Lease;

WHEREAS, the Lessee intends to construct, operate and maintain a Holistic Health and Fitness Park located north of the north parking lot of the Arvada Campus, depicted on Exhibit A-2; and

WHEREAS, authority exists in the Law for the Lessor to lease the property.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. PREMISES

Lessor hereby leases and demises unto Lessee the Premises, hereinafter referred to as "Premises" within the building located at **10275 W. 55th Avenue, Arvada, Colorado, which is vacant land of approximately 3.6 acres with no improvements**; hereinafter referred to as "Building" (including land, improvements and other rights appurtenant thereto). The Premises, commonly known and described as _____, includes approximately _____ (_____) square feet of rentable floor area; the leased Premises being as shown on the plat attached hereto, made a part hereof and marked "Exhibit A-1".

2. USE OF PREMISES

A. Lessee agrees that the Premises shall be used and occupied only **for the construction and operation of a health and fitness-focused park open to all members of the public** in a careful, safe, and proper manner, and that it will pay on demand for any damage to the Premises caused by the misuse of same by it, its guests, invitees, agents, or employees.

B. Lessee shall not use or permit the Premises to be used for any purposes prohibited by the laws, ordinances or regulations of the United States, the State of Colorado or other governmental entity with jurisdiction, **including but not limited to the Drug-Free Schools and Communities Act and the Civil Rights Act**.

C. Lessee shall not use or keep any substance or material in or about the Premises, which may reduce or void the insurance coverage on **the Premises said building** or increase risks associated with the use or occupancy of the Premises, or which may prove offensive or annoying to persons occupying adjacent premises.

D. Lessee shall not permit any nuisance in the Premises.

3. PARKING

☒ Check applicable provision(s)

☐ As part of the monthly Rent, the Lessee shall be provided _____ [number] of designated parking spaces and _____ [number] of general parking spaces for use by Lessee's guests, invitees, agents and employees. Lessor shall provide Lessee a written description and location of the spaces prior to execution of the Lease.

☒ Lessee and Lessee's guests, invitees, agents and employees shall have the privilege to use parking as designated by the Lessor upon payment of normal parking fees to be paid by Lessor or Lessor's employees and acceptance of Lessor's published parking rules and regulations. Lessee agrees that such use shall be at the sole risk of Lessee, Lessee's guests, invitees, agents and employees and Lessor shall not be liable for any injury or damage occasioned by such use.

☐ Not Applicable.

☐ OTHER:

Lessee shall use all reasonable efforts to confine parking to the areas designed by the Lessor and to refrain from interfering with the use of the parking areas **at the Arvada Campus by College students in the Building by other tenants and their customers, invitees and employees.**

4. LESSOR'S OWNERSHIP

Lessor warrants and represents itself to be the owner of, or the authorized representative or agent of the owner of, the leased Premises in the form and manner as stated herein, and during the term of this lease covenants and agrees to warrant and defend Lessee in the quiet, peaceable enjoyment and possession of the leased Premises. In the event of any dispute regarding Lessor's ownership, Lessor shall immediately, upon request from and at no cost to Lessee, furnish proof thereof by delivering to Lessee an "Ownership and Encumbrance Letter" issued by a properly qualified title insurance company.

5. WORK REQUIREMENTS

☒ Check applicable provision

☐ None

☒ ~~Prior to the Premises being occupied by Lessee, Lessor agrees to:~~ **Lessee agrees, at its sole cost and expense to construct, operate and maintain a health and fitness-focused park as depicted on Exhibit A-2 and in material compliance with the Master Plan, attached hereto and incorporated herein by reference (hereinafter referred to as the "Park"). The Lessor must approve material changes to the Master Plan. This Lease shall be recorded in the records of the Jefferson County Clerk and Recorder and be a covenant that runs with the land to restrict use of the Premises to a public park for the Term of this Lease. In the event Lessee fails to construct the Park by June 30, 2024, this Lease shall terminate and the Lessee shall restore the Premises to its original condition, unless directed**

otherwise by the Lessor.

~~All tenant finish alterations in the Premises, now and hereafter undertaken, shall be designed and constructed in accordance with the technical design specifications of the Uniform Federal Accessibility Standards, latest edition.~~

6. TERM OF LEASE

The term of this Lease shall commence on the **1st** day of **July, 2022** and end on the **1st day of July, 2122**, unless terminated sooner, as provided herein.

7. RENT

The Lessor and Lessee acknowledge that both parties are public entities and the Park will be a beneficial use and amenity both for the College and the general public. Use of the Premises is restricted to a Park open to the general public and students of the College. Therefore, the Lessor shall not charge Lessee any rent during the term of this Lease, since the Premises will be used exclusively as a public Park and the Lease of the Premises is a public benefit under Colorado law. Lessee hereby agrees to pay to Lessor monthly rent ("Rent") each and every month, payable in U.S. Dollars, without further notice and without any setoff or deduction whatsoever, for the full term shown below:

TERM DATE (S)	TERM RENT	MONTHLY RENT	ANNUALIZED SQ. FOOT COST
<u> </u> / <u> </u> / <u> </u> - <u> </u> / <u> </u> / <u> </u>	\$	\$	\$
<u> </u> / <u> </u> / <u> </u> - <u> </u> / <u> </u> / <u> </u>	\$	\$	\$
<u> </u> / <u> </u> / <u> </u> - <u> </u> / <u> </u> / <u> </u>	\$	\$	\$
<u> </u> / <u> </u> / <u> </u> - <u> </u> / <u> </u> / <u> </u>	\$	\$	\$
<u> </u> / <u> </u> / <u> </u> - <u> </u> / <u> </u> / <u> </u>	\$	\$	\$

8. SERVICES AND GOVERNMENTAL CHARGES ☒ Check applicable provision(s)

The Rent paid by Lessee includes the following services and governmental charges:

- | | |
|--|---|
| ☒ NONE | ☐ Snow removal |
| ☐ Real estate taxes | ☐ Telecomm and IT services |
| ☐ Water | ☐ Trash collection and removal |
| ☐ Sewer | ☐ Landscaping services |
| ☐ Heat | ☐ Janitorial services __ days/week |

Lessee shall, as of the date of this Lease, deposit the sum of \$ _____, the receipt of which is hereby acknowledged, as security for the faithful performance of all terms, conditions, and covenants of this Lease ("Security Deposit"). If Lessee defaults in the performance of any of the provisions of this Lease, Lessor shall have the right, but not the obligation, to use all or a portion of the Security Deposit to remedy any such default. Lessee shall immediately upon request pay to Lessor any and all such expenditures so that Lessor will at all times have the full amount of the Security Deposit as security. Upon the termination of this Lease, Lessee, if not then in default, shall be entitled to the return of the Security Deposit (without interest thereon) or so much thereof as has not been lawfully expended by Lessor.

11. TERMINATION – HOLDING AFTER TERMINATION

Upon termination of this Lease, either by lapse of time or otherwise, Lessee shall peaceably surrender the Premises in good condition and repair, except for ordinary wear and tear. Lessee shall remove all personal property upon such termination and shall repair all damage to the Premises caused by such removal.

If Lessee shall fail to vacate the Premises upon expiration or sooner termination of this lease and remain in possession of said Premises, without a written agreement as to such possession, then such holding over shall be deemed to be a tenancy from month-to-month at a new rental of one hundred-fifty (150) **dollars per month** percent of the rent being paid by Lessee as of the date of expiration or sooner termination pursuant to the Lease. Such possession shall be subject to all the laws of the State of Colorado applicable to such tenancy and subject to all of the other terms and conditions (except any option to renew) contained in this Lease.

12. MAINTENANCE AND REPAIRS

A. A. Lessor's Obligations. **Lessor has no obligation to inspect, repair or maintain the Premises and Lessee accepts the condition of the Premises in its current condition, "as is".** Lessee has inspected and accepts the Premises in its present condition and acknowledges that the Premises are tenantable and in good condition. Except as provided in this Lease, Lessor shall have no obligation of any kind to make any expenditures of any nature upon the Premises, including damage arising from an act or the negligence of Lessee, its agents or employees. Lessor shall have the right to enter the Premises at reasonable times for the purpose of making necessary inspections and repairs or maintenance.

Unless otherwise agreed in writing to the contrary, Lessor shall maintain the exterior of the building, the roof, the structural components of the building, and building systems in good order and repair, except for damage or injury caused by Lessee or its guests, invitees, agents, or employees, including, without limitation, damage to the heating, plumbing, and electrical systems caused by Lessee's failure to properly operate or provide routine maintenance to the systems, in which case Lessee shall be responsible for all costs of repair or replacement resulting from such action or inaction.

B. Lessee's Obligations. Lessee shall, at its sole expense, maintain, repair, and keep the Premises in good order. In addition, Lessee shall be responsible for the routine maintenance of the **Park** heating and plumbing systems and replacement of lights and bulbs. If Lessor is not required by this Lease to provide snow removal services, Lessee agrees to remove snow, ice or any other obstructions from the sidewalks around the Premises and from parking areas and agrees to keep the Premises clean and in a sanitary condition as required by any applicable laws, ordinances or regulations.

In the event Lessee shall fail to commence any necessary repairs or diligently pursue the completion of any repairs, Lessor, in addition to all other remedies available under this Lease (and without waiving any other remedies) may make the repairs, the cost of which shall become due and

payable as additional Rent 30 days after notice to Lessee. Lessee shall not permit, commit, or suffer waste, impairment, or deterioration of the Premises or the improvements thereon or any part thereof, reasonable wear and tear excepted.

13. ALTERATIONS TO PREMISES

After construction of the Park in accordance with Exhibit A-2, Lessee shall not make any structural or non-structural changes or alterations to the Premises without the prior written approval of Lessor, which approval may be withheld at the sole and absolute discretion of Lessor. This includes, but is not limited to, any change or alteration which, in the sole discretion of Lessor, impairs the structural soundness or diminishes the value of the building(s) on the Premises; ~~impacts the exterior appearance of the Premises; changes the interior configuration of the Premises; or adversely impacts the functioning of the wiring, plumbing, heating, air conditioning, sewer, or other similar systems.~~ Such approval by Lessor shall commonly require that when performing approved changes or alterations, Lessee shall: (1) procure all required municipal and other governmental permits; (2) perform all work in a good and workmanlike manner and in compliance with all building and zoning laws, including Colorado State Buildings design and code requirements; (3) provide adequate insurance; and (4) **be responsible for any provide indemnification against mechanics' liens.**

Lessee shall not erect nor install any exterior or interior window or door signs or advertising media or window or door lettering or placards on any portion of the Premises without the prior written consent of Lessor. Lessee agrees not to use any advertising media that shall be deemed objectionable in the reasonable opinion of Lessor, including, without limitation, loudspeakers that can be heard outside the Premises.

After the construction of the Park in accordance with Exhibit A-2, Lessee shall not install any exterior lighting or plumbing fixtures, shades, or awnings, or any exterior decorations or painting, or build any fences or make any changes to the outside of the Premises without the prior written consent of Lessor. All alterations, additions, improvements, and fixtures that may be made or installed by either of the parties hereto upon the Premises or improvements thereon and which in any manner are attached to the Premises floors, walls or ceilings shall be the property of Lessor and at the termination of this Lease shall remain upon and be surrendered with the Premises as a part thereof.

14. INSURANCE

Lessee shall at its sole cost and expense, during the entire term hereof, carry and maintain the following insurance written as primary policies, exclusive of any coverage Lessor may carry and in the amounts specified below, or at such other amounts as Lessor shall, from time to time, reasonably request, with insurance companies and in a form satisfactory to Lessor:

A. Public liability and property damage liability insurance with a combined single occurrence limit of not less than \$15,000,000 and shall include contractual liability insurance applicable to Lessee's obligations hereunder.

B. Fire and extended coverage insurance covering all of Lessee's equipment, trade fixtures, appliances, furniture, furnishings, and personal property from time to time in, on, or upon the Premises in an amount not less than the full replacement cost without deduction for depreciation.

C. ~~The liability insurance referred to hereinbefore shall name Lessor as an additional insured.~~

D. A copy of every policy or certificate of insurance pertaining to this provision shall be delivered to Lessor within thirty (30) days of the execution of this Lease. Such insurance shall not be cancelable without thirty (30) days' prior written notice thereof to Lessor and shall permit Lessee to waive its rights of subrogation, which, by execution of this Lease, Lessee hereby waives.

The City shall require each contract with contractors, subcontractors, or consultants providing goods or services in connection with this MOU to include insurance requirements substantially similar to the following:

A. Worker's Compensation

Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of the City's contractors, subcontractors, or Consultant's employees acting within the course and scope of their employment.

B. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 1 0/93 or equivalent, covering premises operations, fire damage, independent the City's, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire. If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, contractors, subcontractors, and consultants shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the City a certificate or other document satisfactory to the City showing compliance with this provision.

C. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

D. Additional Insured

The City and the State shall be named as additional insured on the Commercial General Liability policies (leases and construction contracts require additional insured coverage for completed operations on endorsements CG 2010 1 1/85, CG 2037, or equivalent).

E. Primacy of Coverage

Coverage required of the consultants or contractors shall be primary over any insurance or self-insurance program carried by the City or the State.

F. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal without notice pursuant to the terms of the policy.

G. Subrogation Waiver

All insurance policies in any way related to this Agreement and secured and maintained by the City's consultants or contractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against the City or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

15. ASSIGNMENT AND SUBLETTING

Neither this Lease nor any interest herein may be assigned by Lessee, voluntarily or involuntarily, by operation of law or otherwise. In addition, Lessee agrees that it will not sublet the Premises, or any part thereof, or any interest therein, without the prior written consent of Lessor, ~~which consent shall not be unreasonably withheld.~~ No assignment or subletting shall release Lessee from any responsibility or liability hereunder. Any subletting or assignment in violation of this Section shall be null and void.

16. EMINENT DOMAIN

A. Complete Taking. If the whole or substantially all of the Premises shall be taken as a result of the exercise of the power of eminent domain, this Lease shall terminate as of the date of vesting of title of the Premises or delivery of possession, whichever event shall first occur, pursuant to such proceeding. For the purpose of this Section, "substantially all of the Premises" shall be deemed to have been taken if a taking under any such proceeding shall involve such an area that Lessee cannot reasonably operate in the remainder of the Premises the business being conducted on the Premises at the time of such proceeding.

B. Partial Taking. If less than substantially all of the Premises shall be taken by eminent domain, Lessor has the option to either ~~(1) terminate this Lease by written notice, or (2) reduce the Rent thereafter due and payable by Lessee in such proportion as the nature, value, and extent of the part so taken bears to the whole of the Premises.~~ If Lessor chooses the rent reduction option, then Lessor shall, from the proceeds of the condemnation, restore the Premises for the use of Lessee. If the proceeds of the condemnation are not sufficient to properly restore the Premises, then Lessee shall pay any deficiency between the condemnation proceeds and the restoration costs.

C. Award. Any award granted for either partial or complete taking regarding the Premises shall be the exclusive property of Lessor. Notwithstanding the foregoing, should the Lease survive a partial taking, nothing herein shall preclude Lessee from pursuing its separate award.

17. CASUALTY

If the Premises are materially damaged, as determined by Lessor, in its sole judgment, by an act of God, fire, or other catastrophe, then Lessor may terminate this Lease from the date of the occurrence of such damage. If Lessor terminates the Lease, then Lessee shall surrender the Premises and all interest therein, and Lessor may re-enter and take possession of the Premises and remove Lessee therefrom. ~~Lessee shall pay Rent, duly apportioned, up to the time of such termination of this Lease.~~

Lessor may, however, in the alternative, elect not to terminate this Lease, in which case it ~~Lessee~~ shall repair the damage so done with all reasonable speed, ~~and the Rent shall be abated on a pro rata basis only for the period during which Lessee shall be deprived of the use some or all of the Premises by reason of such damage and the repair thereof.~~ The Rent, until the completion of such repairs or restoration, shall abate in proportion to the area of the Premises which is unusable by Lessee.

If the Premises, without the fault of Lessee, shall be slightly damaged by fire or other catastrophe but not so as to render the same untenable, ~~Lessee~~ Lessor, after receiving notice in writing of the occurrence of the injury, shall cause the same to be repaired with reasonable promptness; ~~but in such event, there shall be no abatement of the Rent.~~

18. LESSEE'S PERSONAL PROPERTY

A. Loss or Damage. Lessee agrees that all property of the Lessee, its agents, employees, customers and guests kept or stored on the Premises ~~or in the building~~ shall be the sole risk of the Lessee and Lessor shall not be held liable for any damage or loss to any of Lessee's personal property of any kind or description whatsoever, or for damage or loss suffered by the business or occupation of Lessee caused by (1) bursting, overflowing or leaking of water, sewer, or steam pipes; (2) heating or plumbing fixtures, or from electric wires; (3) from gases or odors; or (4) caused in any other manner whatever, except the gross negligence of Lessor.

B. Removal. If Lessee fails to remove all its effects from the Premises upon abandonment or upon the termination of this Lease for any cause whatsoever, Lessor, at its option, may remove the same in any manner that it shall choose, and store the effects without any liability to Lessee for loss or damage. Lessee agrees to pay Lessor on demand any and all expenses incurred in such removal, including court costs, attorneys' fees, and storage charges. Lessor, at its option and without notice, may sell said effects, or any of the same, at public or private sale, for such prices as Lessor may obtain. The proceeds of such sale may be applied to any amounts due Lessor under this Lease, including removal expense. If said property, or any portion thereof, shall be offered at public auction, Lessor may become the purchaser thereof.

19. DEFAULT PROVISIONS

The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Lessee:

A. Failure to Pay Rent. Lessee failing to pay the Rent or Additional Rent herein required within _____ days from the date when due.

B. Failure to Pay Other Costs. Lessee failing to make any other payments required to be made by Lessee when due, where such failure shall continue for a period of 30 days following written notice from Lessor to Lessee.

C. Failure to Keep Covenants. Lessee failing to perform or keep any of the terms, covenants, or conditions of this Lease, where such failure shall continue for a period of 30 days following written notice from Lessor to Lessee.

D. Abandonment. Lessee abandoning the Premises.

E. Insolvency.

1) Lessee making an assignment for the benefit of creditors, filing a petition commencing a voluntary case under any chapter of the Bankruptcy Code, 11 U.S.C. § 101 et seq. (the "Bankruptcy Code"), being adjudicated an insolvent, filing a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar arrangement under the Bankruptcy Code or any other present or future statute, law, rule, or regulation, or file an Answer admitting the material allegations of a petition filed against it in any such proceeding, consent to the filing of such a petition, or acquiesce in the appointment of a trustee, receiver, custodian, or other similar official for it or of all or any substantial part of its assets or properties, or take any action looking to its dissolution or liquidation.

2) A case, proceeding or other action is instituted against Lessee seeking the entry of an order for relief against Lessee, to adjudicate Lessee as a bankrupt or insolvent, or seeking reorganization, arrangement, readjustment, liquidation, dissolution, or similar relief against Lessee under the Bankruptcy Code or other present or future statute, law, rule, or regulation, which case, proceeding, or other action either results in such entry, adjudication, or issuance, or entry of any other order or judgment having a similar effect or remains undismissed for 60 days, or within 60 days after the appointment without Lessee's consent or acquiescence of any trustee, receiver, custodian, or other similar official for it or of all or any substantial part of its assets and properties, such appointment shall not be vacated.

20. REMEDIES

In the event of an occurrence of default as set forth above, Lessor shall have the right to:

A. Terminate Lease. Terminate this Lease by giving Lessee written notice of such termination; or. ~~After termination, Lessor shall be entitled to recover from Lessee the amount of unpaid Rent earned at the time of termination and the amount of future unpaid Rent for the balance of the term of this Lease (had the Lease not been terminated by Lessor), the latter of which shall be discounted at the discount rate established at the Federal Reserve Bank of Kansas City, Kansas, at the time of termination; or~~

B. Sue Monthly. ~~Sue monthly for and recover all Rent, other required payments due under this Lease, and other sums including damages, litigation-related costs and attorney fees at any time and from time to time accruing hereunder (without resuming possession of the Premises or terminating this Lease); or~~

G. Repossess Premises. After notice, re-enter and take possession of the Premises, expel Lessee and those claiming by, through or under Lessee and remove the effects of both or either (forcibly, if necessary) without being liable for prosecution thereof, without being deemed guilty in any manner of trespass and without prejudice to any remedies for Rent delinquencies or preceding Lease defaults.

~~Lessor may then from time to time, without terminating this Lease, relet the Premises. Such re-entry or taking of possession of the Premises by Lessor shall not be construed as an election on Lessor's part to terminate this Lease unless a written notice of termination is given to Lessee. In the event of Lessor's election to proceed under this Section, then such repossession shall not relieve Lessee of its obligation and liability under this Lease, all of which shall survive such repossession. Lessee shall pay to Lessor as current liquidated damages the Rent specified in this Lease which would be payable hereunder if such repossession had not occurred, less the net proceeds (if any) of any reletting of the Premises after deducting all of Lessor's expenses in connection with such reletting, including but without limitation all repossession costs, brokerage commissions, legal expenses, and attorneys' fees. Lessee shall pay such current damages to Lessor on the days on which the Rent would have been payable hereunder if possession had not been retaken.~~

21. ENVIRONMENTAL MATTERS

The parties agree not to use, produce, treat, generate, release, discharge, store, transport, or cause to be transported, or dispose of any hazardous substances at, on, under, in, or about the premises ~~or the building~~. The term "hazardous substances" shall mean any toxic or hazardous or noxious substance, material, or waste which is regulated by any local government authority having jurisdiction over the Premises, the State of Colorado, or the United States government, including but not limited to:

A. Any oil or petroleum compounds, flammable substances, explosives, radioactive materials, or any other materials or pollutants which pose a hazard to the Premises or to persons on or about the Premises or cause the Premises to be in violation of any environmental laws, including all federal, state and local laws, statutes, regulations, or ordinances relating to the environment, and/or public health and safety ("Environmental Laws");

B. Asbestos or any asbestos-containing material of any kind or character which is now or may potentially become friable;

C. Polychlorinated biphenyls ("PCBs"), as regulated by the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; or

D. Any materials or substances now or hereafter defined or designated as: "hazardous substances" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. § 1251 et seq.; "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq.; or "chemical substance," "new chemical substance," or "hazardous chemical substance or mixture" pursuant to Sections 3, 6 and 7 of the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., or by any successor statute to these statutes, or by any regulation now or hereafter promulgated pursuant to said statutes or their successors.

Lessee also agrees that it will notify Lessor in writing within ten days of its receipt of any notice of a violation of any Environmental Laws during the term of this Lease. Said notice shall include a copy of such notice of violation.

Lessee shall take no action to disturb or disrupt existing asbestos within the ~~building or the~~ Premises, if any. Should remediation of asbestos be required by an appropriate governmental entity, unless it is the result of Lessee's breach of this provision, either party may terminate this Lease upon 30 days' notice to the other, whereupon all responsibilities of both parties relating to this Lease shall terminate.

22. APPLICABLE LAW

The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this lease. Any provision of this Lease, whether or not

incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules and regulations shall be void and unenforceable in any action at law.

23. TIME FOR PERFORMANCE

Time is of the essence in the execution and performance of this Lease and of all of its provisions.

24. COMPLETE AGREEMENT

This lease, including all exhibits, supersedes any and all prior written or oral agreements and there are no covenants, conditions or agreements between the parties except as set forth herein. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever unless incorporated herein in writing. No novation, renewal, addition, deletion or other amendment hereto shall have any force or effect unless in writing and signed by all parties hereto.

25. CAPTIONS, CONSTRUCTION, AND BINDING EFFECT

The captions and headings used in this lease are for identification only, and shall be disregarded in any construction of the lease provisions. All of the terms of this lease shall inure to the benefit of and be binding upon both the Lessor and the Lessee.

26. SEVERABILITY

If any provision of this lease shall be determined to be invalid, illegal, or without force by a court of law or rendered so by legislative act then the remaining provisions of this lease shall remain in full force and effect.

27. NO BENEFICIAL INTEREST

The signatories aver that to their knowledge, no state employee has any personal or beneficial interest whatsoever in the service or property described herein.

28. NOTICE

Any notice required or permitted by this lease may be delivered in person or sent by registered or certified mail, return receipt requested, to the party at the address as hereinafter provided, and if sent by mail it shall be effective when posted in the U.S. Mail Depository with sufficient postage attached thereto:

Lessor: **Red Rocks Community College**

Lessee: City of Arvada

Attn: Director of Vibrant Community and
Neighborhoods
8101 Ralston Rd.
Arvada, CO 80002

**Att: President
13300 W. 6th Avenue**

Lakewood, CO 80228

With a copy delivered to:

Real Estate Programs
1525 Sherman Street, Suite 112
Denver, CO 80203

with a copy to:

City Attorney
8101 Ralston Rd.
Arvada, CO 80002

Notice of change of address shall be treated as any other notice.

29. LESSOR AND LESSEE LIABILITY EXPOSURE

Notwithstanding any other provision of this lease to the contrary, no term or condition of this lease shall be construed or interpreted as a waiver of any provision of the Colorado Governmental Immunity Act, §24-10-101 et seq., C.R.S., as now or hereafter amended. The parties hereto understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the State of Colorado **or City**, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of §24-10-101, et seq., C.R.S., as now or hereafter amended and §24-30-1501, et seq., C.R.S., as now or hereafter amended. Any provision of this lease, whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified so as to limit any liability of the Lessor **or the City** to the above cited laws.

30. LESSEE'S INDEMNIFICATION

~~Lessee agrees to hold harmless and indemnify Lessor 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 whatsoever (including reasonable attorney's fees) related to the use of the Premises, caused by any act, omission or neglect of the Lessee or Lessee's employees, guests, invitees or assignees.~~ **The Lessee shall be responsible for all actual or asserted physical damages and personal injuries arising from use of the Park, provided however, that nothing in this Agreement shall waive or limit the provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 through 24-10-120, as amended ("Act"). Any provision of this Agreement, whether or not incorporated by reference, shall be controlled, limited and otherwise modified so as to limit any liability of the Lessor and Lessee to the above cited Act.**

The Lessee shall defend Lessor from and against any and all lawsuits and complaints relating to use or injury of persons or property at the Park, including theft from motor vehicles, assault, robbery, slip and fall, and general liability claims.

The Lessee shall be responsible for all maintenance of the Park, including but not limited to landscaping, snow removal, tree and plant maintenance, upkeep of equipment and walking surfaces, and trash removal.

31. ADDITIONAL PROVISIONS

This Agreement does not require the expenditure of any State funds. Any financial obligation of the Lessor are contingent upon funds being appropriated, budgeted and otherwise made available and the expenditure of funds being approved in writing by the State Controller or his delegate.

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

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

The waiver of any breach of a term, provision or requirement of this Agreement shall not be construed or deemed as a waiver of any subsequent breach of such term provision or requirement or of any other term, provision or requirement.

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

IN WITNESS WHEREOF, the parties hereto have executed this lease agreement on the day and year first above written.

LESSOR

STATE OF COLORADO
Jared S. Polis, Governor
Acting by and through
The Department of **Higher Education, State Board
for Community Colleges and Occupational
Education, acting by and through Red Rocks
Community College**

By: _____
Dr. Michele Haney, President

LESSEE:
The City of Arvada, Colorado

By: _____
Title: _____
Name

(If Corporation)
Attest (Seal)

By: _____

City Clerk

APPROVED AS TO FORM
Racel A. Morris, City Attorney by:

APPROVED:

STATE OF COLORADO
DEPARTMENT OF PERSONNEL & ADMINISTRATION
REAL ESTATE PROGRAMS

By: _____

Heidi Dineen, J.D. Delegate For the Executive Director
State Lease I.D.#: ____-____-____-____-____-____-____

APPROVED:

STATE OF COLORADO
Philip Weiser, Attorney General

By: _____

Mary Nero Associate General Counsel



REPORT TO CITY COUNCIL ORDINANCE FIRST READING

**AGENDA ITEM
8.C.3.**

TO: THE HONORABLE CITY COUNCIL

DATE: June 6, 2022

SUBJECT: CB22-060, An Ordinance Authorizing the Master Intergovernmental Agreement by and between Apex Park And Recreation District and the City of Arvada Governing the Lease and Maintenance of Certain Facilities and Parks and Amending the Ground Lease for the Indoor Turf Fields on the Stenger/Lutz Sports Complex (Public Hearing to be set for June 27, 2022, at 6:15 p.m.)

Report in Brief

Historically, the partnership between the Apex Park and Recreation District (Apex) and the City of Arvada has operated under the terms of four separate intergovernmental agreements. It has come time to renew the agreements and Apex and the City have renegotiated the four agreements and have organized them into one Master Agreement. The Master Agreement dictates the lease and maintenance of certain facilities and parks and amends the ground lease for the indoor turf fields on the Stegner/Lutz Sports Complex.

The Arvada team recommends that the City Council approve CB22-060, An Ordinance Authorizing the Master Intergovernmental Agreement by and between Apex Park And Recreation District and the City of Arvada Governing the Lease and Maintenance of Certain Facilities and Parks and Amending the Ground Lease for the Indoor Turf Fields on the Stenger/Lutz Sports Complex, on first reading, ordered published in full and a public hearing set for June 27, 2022 at 6:15 p.m.

Financial Impact

There are unbudgeted costs to Fund 14 (Parks Fund) associated with the recommended action. The estimated cost is a continuous \$85,000 a year with \$55,000 related to the splash pad and Ralston Central restroom and \$30,000 related to the other facilities. The Fund 14 budget will be amended during the 2023 budget process to account for the increase in costs associated with the recommended action and will have an impact on the fund.

Background

The City of Arvada and Apex Park and Recreation District are separate political subdivisions of the State of Colorado. Each entity has the power to provide park and recreation services within their respective boundaries, a large part of which overlap. The Colorado Constitution Article XIV, Section 18(2), and CRS 29-1-203, expressly authorize and encourage governmental entities and political subdivisions of the State of Colorado to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each. The City and Apex strongly desire to maintain a cooperative relationship to achieve maximum community benefits while avoiding duplication of services, expenses and efforts wherever possible. The terms of the Master Agreement have been discussed and refined by both entities to maximize efficiency and service to the community.

Discussion

In many cities, parks and recreation is managed by the city government. In Arvada, parks and recreation is managed in a hybrid model — with the City owning and maintaining the parks, trails and open space system and most recreation programs managed by the Apex Park and Recreation District (Apex), a special district established by Colorado statute.

SUBJECT: CB22-060, An Ordinance Authorizing the Master Intergovernmental Agreement by and between Apex Park And Recreation District and the City of Arvada Governing the Lease and Maintenance of Certain Facilities and Parks and Amending the Ground Lease for the Indoor Turf Fields on the Stenger/Lutz Sports Complex (Public Hearing to be set for June 27, 2022, at 6:15 p.m.)

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Both Apex and Arvada own, operate, and maintain various parks and facilities throughout the City of Arvada and unincorporated Jefferson County. Over the years, Arvada and Apex have shared the responsibilities for maintenance and operation of certain parks and facilities through various agreements. Now that it is time to renew the agreements, both Apex and Arvada agree it makes sense to facilitate and streamline the organizations' respective obligations by entering into a Master Agreement governing the lease and maintenance of certain facilities and parks.

The City and Apex both desire a strong, lasting, and cooperative relationship. Not only does the Master Agreement clarify roles and responsibilities between organizations, it avoids duplication of services, expenses, and efforts wherever possible, all with the goal of achieving maximum community benefit.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A.

Strategic Alignment

This item aligns with the Vibrant Community and Neighborhoods priority area within the City Council Strategic Plan. Specifically, the proposed action aligns with the following principle:

Provides maintenance services to the community and visitors, so they can play and enjoy activities in a safe, well-maintained parks and trails system.

The proposed action aligns with the following City Council Strategic Result:

By 12/22, complete strategic investments and initiatives to ensure parks, trails, open space and amenities are in alignment with our diverse, changing, and growing community.

Alternative Courses of Action

N/A.

Recommendation for Action

The Arvada team recommends that the City Council approve CB22-060, An Ordinance Authorizing the Master Intergovernmental Agreement by and between Apex Park And Recreation District and the City of Arvada Governing the Lease and Maintenance of Certain Facilities and Parks and Amending the Ground Lease for the Indoor Turf Fields on the Stenger/Lutz Sports Complex, on first reading, ordered published in full and a public hearing set for June 27, 2022 at 6:15 p.m.

Suggested Motion:

I move that CB22-060, An Ordinance Authorizing the Master Intergovernmental Agreement by and between Apex Park And Recreation District and the City of Arvada Governing the Lease and Maintenance of Certain Facilities and Parks and Amending the Ground Lease for the Indoor Turf Fields on the Stenger/Lutz Sports Complex, be (approved on first reading, ordered published in full and a public hearing date be set for June 27, 2022 at 6:15 p.m.)

Prepared by:

SUBJECT: CB22-060, An Ordinance Authorizing the Master Intergovernmental Agreement by and between Apex Park And Recreation District and the City of Arvada Governing the Lease and Maintenance of Certain Facilities and Parks and Amending the Ground Lease for the Indoor Turf Fields on the Stenger/Lutz Sports Complex (Public Hearing to be set for June 27, 2022, at 6:15 p.m.)

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ITEM: 8.C.3.

Enessa Janes, Director of Vibrant Community and Neighborhoods

Reviewed by:

Approved by:

Enessa Janes, Director of Vibrant Community and Neighborhoods	5/24/2022
Bryan Archer, Director of Finance	5/24/2022
Gail Walker, Legal Specialist-Contracts	5/25/2022
Kylie Justus, Assistant City Attorney	5/25/2022
Rachel Morris, City Attorney	5/25/2022
Linda Haley, Deputy City Manager	5/25/2022
Lorie Gillis, Deputy City Manager	5/25/2022
Mark Deven, City Manager	5/26/2022

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 22-060
ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MASTER INTERGOVERNMENTAL
AGREEMENT BY AND BETWEEN APEX PARK AND RECREATION DISTRICT AND
THE CITY OF ARVADA GOVERNING THE LEASE AND MAINTENANCE OF CERTAIN
FACILITIES AND PARKS AND AMENDING THE GROUND LEASE FOR THE INDOOR
TURF FIELDS ON THE STENGER/LUTZ SPORTS COMPLEX

WHEREAS, Article XIV, Section 18(2) of the Constitution of the State of Colorado encourages and authorizes intergovernmental agreements; and

WHEREAS, C.R.S. §29-1-203 permits local governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other local governments in order to provide any lawfully authorized function, service, or facility; and

WHEREAS, both Apex and Arvada own, operate, and maintain various parks and facilities throughout the City of Arvada; and

WHEREAS, over the years, Arvada and Apex have shared the responsibilities for maintenance and operation of certain facilities through various agreements; and

WHEREAS, the Parties agree at this time it makes sense to facilitate and streamline the Parties' respective obligations by entering into this 15 year Master Agreement governing the lease and maintenance of certain facilities and parks; and

WHEREAS, the Parties are desirous of affecting a cooperative relationship, which will achieve maximum community benefits while avoiding duplication of services, expenses, and efforts wherever possible.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

Section 1. The Mayor, or the Mayor Pro-tem, is hereby authorized to execute, the City Clerk to attest, in form approved by the City Attorney, a Master Intergovernmental Agreement by and between Apex Park and Recreation District and the City of Arvada Governing the Lease and Maintenance of Certain Facilities and Parks and Amending the Ground Lease for the Indoor Turf Fields on the Stegner/Lutz Sports Complex, which is substantially the same as the lease attached hereto.

Section 2. This Ordinance shall be effective five days after publication following final passage.

INTRODUCED, READ, AND ORDERED PUBLISHED this 6th day of June, 2022.

PASSED, ADOPTED, AND APPROVED this ____ day of _____, 2022.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

Publication Dates: June 9, 2022

**MASTER INTERGOVERNMENTAL AGREEMENT BY AND
BETWEEN APEX PARK AND RECREATION DISTRICT AND
THE CITY OF ARVADA GOVERNING THE LEASE AND
MAINTENANCE OF CERTAIN FACILITIES AND PARKS AND
AMENDING THE GROUND LEASE FOR THE INDOOR TURF
FIELDS ON THE STENGER/LUTZ SPORTS COMPLEX**

- 1.0 PARTIES.** The parties to this Intergovernmental Agreement by and between Apex Park And Recreation District and the City of Arvada Governing the Lease and Maintenance of Certain Facilities and Parks and Amending the Ground Lease for the Indoor Turf Fields on the Stenger/Lutz Sports Complex ("Master Agreement") are the Apex Park and Recreation District, a Colorado political subdivision and quasi-municipal corporation organized pursuant to Title 32, C.R.S, 13150 W. 72nd Ave., Arvada, CO 80005 ("Apex"), and the City of Arvada, a Colorado home rule municipal corporation, 8101 Ralston Road, Arvada, CO 80001 ("Arvada"), referred to individually as a "Party" and collectively referred to as "Parties." The Parties agree as follows.
- 2.0 RECITALS.**
- 2.1** Article XIV, Section 18(2) of the Constitution of the State of Colorado encourages and authorizes intergovernmental agreements.
- 2.2** C.R.S. §29-1-203 permits local governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other local governments in order to provide any lawfully authorized function, service, or facility.
- 2.3** Apex is a political subdivision of the State of Colorado and a duly organized and existing special district pursuant to Title 32, C.R.S. Arvada is a Colorado home rule municipal corporation.
- 2.4** Both Apex and Arvada own, operate, and maintain various parks and facilities throughout the City of Arvada and unincorporated Jefferson County. Over the years, Arvada and Apex have shared the responsibilities for maintenance and operation of certain parks and facilities through various agreements.
- 2.5** The Parties agree at this time it makes sense to facilitate and streamline the Parties' respective obligations by entering into this Master Agreement governing the lease and maintenance of certain facilities and parks described herein.
- 2.6** The Parties are desirous of affecting a cooperative relationship, which will achieve maximum community benefits while avoiding duplication of services, expenses, and efforts wherever possible as more fully set forth below.
- 2.7** The foregoing recitals are hereby incorporated into and made a part of this Master Agreement, including all defined terms referenced therein.
- 3.0 EXHIBITS.** The following Exhibits are the current contracts regarding the lease and maintenance of facilities and parks between the Parties. The Exhibits listed below are attached to this Master Agreement for reference. **Exhibit C** is amended only to the extent described by this Master Agreement. **Exhibit D** is hereby voided and deleted by this Master Agreement.

Exhibit A – Intergovernmental Agreement by and between Apex Park and Recreation District, Jefferson County School District R-1 and the City of Arvada

Exhibit B – *Intergovernmental Agreement by and between the City of Arvada, Jefferson County School District, and Apex Park and Recreation District regarding the Construction and Maintenance of the Fitzmorris Recreation Center and Related Obligations*

Exhibit C – *Ground Lease by and between the City of Arvada and Apex Park and Recreation District, pertaining to Indoor Turf Fields at the Stenger/Lutz Sports Complex*

Exhibit D – *An Intergovernmental Agreement Providing for Lease of Properties for Recreational Purposes from the City of Arvada to Apex Park and Recreation District*

Exhibits A, B, and C are attached to this Master Agreement for reference only. **Exhibits A, B, and C** shall continue to control the Parties obligations as to those properties (*i.e.* the replacement of Meyer's Pool, Fitzmorris Recreation Center, and the Turf Fields on the Stenger/Lutz Sports Complex). This Master Agreement does not add, change, or void any of the terms in **Exhibits A or B**. **Exhibit C** shall remain unchanged and in full force and effect except as specifically amended by this Master Agreement in **Sec. 6.4.2**.

4.0 TERM AND TERMINATION.

4.1 The term of this Master Agreement is 15 years from the date of execution.

4.2 Either Party may terminate this Master Agreement at the end of a calendar year by providing 6 months advanced written notice of said termination to the other Party.

4.3 At the end of any lease term described by this Master Agreement, unless such term is extended by mutual agreement of the Parties, Apex shall turn over and surrender any Arvada-owned facilities or property to Arvada. Such operations shall be transferred without alterations to the service, equipment, or improvements existing at the time of termination.

5.0 OWNERSHIP. Title to all real property and all improvements to the real property, including capital improvements, shall remain with owner of said real property. Nothing in this Master Agreement shall be construed as a transfer or an agreement to transfer to any ownership interest, other than the leaseholder interests described herein.

6.0 MAINTENANCE AND LEASE TERMS AND CONDITIONS. The followings terms and conditions shall apply to the Parties for each of the facilities and parks described below:

6.1 APEX-OWNED PARKS AND FACILITIES.

6.1.1 Apex owns the following parks and facilities:

- Apex Community Recreation Center
- Secrest Recreation Center
- North Table Mountain Park
- Apple Meadows Park
- Meadowbrook Park
- Summer Tree Lane Park
- Table Rock Park
- Bonvue Park

- Bright and Brown Trail
- Apex Center
- Apex Racquetball and Fitness Center
- Simms Street Recreation Center

6.1.2 Apex agrees that Apex will perform all maintenance, landscaping, capital improvements, repairs, irrigation, trash removal, native/turf mowing, and snow removal for all areas etc. at the Apex-owned parks and facilities listed in **Sec. 6.1.1**.

6.1.3 The Parties agree that Arvada will no longer provide any services to Apex for the parks and facilities listed in **Sec. 6.1.1**.

6.2 MEYERS POOL (AND REPLACEMENT).

6.2.1 The Intergovernmental Agreement governing the Replacement of George Meyer's Pool is attached as **Exhibit A**. **Exhibit A** controls the Parties obligations as to the Meyer's Pool Replacement Project. The Parties agree to be bound by any subsequent agreements or amendments entered into by the Parties pertaining to the replacement of Meyer's Pool.

6.2.2 Until the current George Meyers Pool located at 7900 Carr Dr., Arvada, CO 80005 ("Pool") is no longer operational, Arvada leases the Pool to Apex.

6.2.3 Apex agrees to continue operating the pool. Apex shall have full use and control of the Pool and shall perform all recreational programming. Apex will be solely responsible for expenses incurred at the Pool including but not limited to: utilities, maintenance, parking lot upkeep and maintenance, insurance, equipment repair and replacement, and landscaping.

6.2.4 Apex shall perform all snow removal for the Pool, including the parking lot and sidewalks around the Pool.

6.2.5 Arvada will maintain the grounds of the Pool at Arvada's cost until such a time as construction makes such maintenance impracticable. Maintenance by Arvada shall include maintenance of turf areas; irrigation system operation; grounds trash pickup and removal; fertilization, aeration, overseeding, mowing, and turf chemical applications; and maintenance of trees and landscape materials.

6.2.6 Because the Pool will be demolished in the near future, the Parties agree to only perform emergency capital repairs or replacements.

6.2.7 "Emergency capital repairs or replacements" shall be defined as immediately necessary, non-operational expenses over \$10,000.00. Apex will provide notice within 24 hours to Arvada of any emergency capital repair or replacement expense. The Parties will then meet and confer about how to address and pay for such expense.

6.2.8 In exchange for performing the maintenance described in **Sec. 6.2.3**, Arvada shall lease the Pool to Apex at no cost.

6.2.9 The Pool shall not be subleased without the written consent of Arvada.

6.2.10 The Parties respective obligations for the Pool shall cease upon the demolition of the Pool.

6.3 **FITZMORRIS RECREATION CENTER.** The Intergovernmental Agreement Governing the Construction and Maintenance of Fitzmorris Recreation Center is attached as **Exhibit B.** **Exhibit B.** continues to control all the Parties obligations as to the Fitzmorris Recreation Center.

6.4 **INDOOR TURF FIELDS ON STENGER/LUTZ SPORTS COMPLEX.**

6.4.1 The Grounds Lease for the Stenger/Lutz Sports Complex (also known as Apex Field House or "Field House") is attached as **Exhibit C.** **Exhibit C** continues to control the Parties obligations as to the Field House until its expiration in 2060, unless terminated, amended, or extended by the Parties.

6.4.2 This Master Agreement only amends **Exhibit C** as follows: **Exhibit C, Sec. 11 Maintenance, Repairs, and Alterations,** subsection (c), is hereby deleted and amended to state:

"(c) Lessee shall maintain the parking lot and access road on the Site and appurtenant to the Facility at the Lessee's expense. The Lessee shall also provide the following maintenance services at the Site: outdoor irrigation system operation, maintenance, and repairs; grounds (i.e., outdoor) trash pickup and removal; snow removal for all sidewalks, parking lots, and walking paths; fertilization, aeration, overseeding, mowing, and turf chemical applications; and maintenance of trees and landscape materials. All other facility maintenance, repairs or alterations in, on or within the Field House, including maintenance of indoor turf fields, are the responsibility of the Lessee."

6.4.3 Except as specifically amended in **Sec. 6.4.2** of this Master Agreement, **Exhibit C** remains unchanged and in full force and effect in accordance with its terms. If there is any conflict between this Master Agreement and **Exhibit C, Exhibit C** shall control.

6.5 **APEX TENNIS CENTER.**

6.5.1 For the term described in **Sec. 4.1**, Arvada hereby leases to Apex the Apex Tennis Center located at 6500 Miller Street ("Tennis Center") more particularly described as:

Tract A, Arvada West Filing No. 5, as recorded in Plat Book 19, page 39, Jefferson County records, said tract being situated in the SE 1/4 of Section 4, Township 3 South, Range 69 West, of the Sixth Principal Meridian, in the City of Arvada, County of Jefferson, State of Colorado.

6.5.2 Apex shall have full use and control of the Tennis Center and shall perform all recreational programming and responsibilities. Apex shall be solely responsible for all expenses incurred at the Tennis Center including, but not limited to: snow removal for all sidewalks, parking lots, and walking paths; utilities; maintenance;

insurance; equipment repair and replacement; capital repairs and replacements; landscaping; additions and capital improvements; maintenance of turf areas; maintenance of parking lots; irrigation system operation, maintenance, and repairs; grounds trash pickup and removal; fertilization, aeration, overseeding, mowing, and turf chemical applications; and maintenance of trees and landscape materials, as well as any other expenses.

6.5.3 Arvada shall not provide any maintenance services at the Tennis Center.

6.5.4 In exchange for performing the maintenance described in **Sec. 6.5.2**, Arvada shall lease the Tennis Center to Apex at no cost.

6.5.5 The Tennis Center shall not be subleased without the written consent of Arvada.

6.6 LAKE ARBOR COMMUNITY CENTER.

6.6.1 For the term described in **Sec. 4.1**, Arvada hereby leases the pool and building at the Lake Arbor Community Center to Apex located at 7451 W. 83rd Way ("Lake Arbor Facility"). This lease does not include a lease of the playground, tennis courts, or surrounding park.

6.6.2 Apex shall have full use and control of the Lake Arbor Facility and shall perform all recreational programming and responsibilities. Apex shall be solely responsible for all expenses incurred within the Lake Arbor Facility including but not limited to: utilities; maintenance; insurance; equipment repair and replacement; landscaping within the fenced pool area and in the area immediately surrounding the Facility; snow removal for all sidewalks, parking lots, and walking paths; and other operational expenses.

6.6.3 Arvada shall maintain the parking lot at Lake Arbor at Arvada's expense. Arvada shall also provide and pay for the following maintenance services on the playground, tennis courts, and park that surround Lake Arbor: maintenance of turf areas; maintenance of the tennis courts; irrigation system operation, maintenance and repairs; grounds trash pickup and removal; fertilization, aeration, overseeding, mowing, and turf chemical applications; and maintenance of trees and landscape materials in the surrounding park and playground area.

6.6.4 The Parties agree that for the purposes of Lake Arbor "Capital" is defined as an expenditure related to an asset in amount greater than \$25,000.00 per year and excludes consumable product purchases needed for daily operations. Apex agrees to fund non-consumable purchases, replacements, and repairs that cost \$25,000.00 or less. In the event Apex's non-consumable purchase, repair, or replacement costs exceed \$25,000.00 per year, the Parties agree to meet, confer, and decide how to pay for the excess amount.

6.6.5 Apex agrees to pay for all consumable product purchases needed for daily operations.

6.6.6 In exchange for performing the maintenance described in **Sec. 6.6.2**, Arvada shall lease Lake Arbor to Apex at no cost.

6.6.7 Lake Arbor shall not be subleased without the written consent of Arvada.

6.7 **CAMPBELL COTTAGES.**

6.7.1 For the term described in **Sec. 4.1**, Arvada hereby leases to Apex the Campbell Cottages located at 10425 W. 64th Place ("Campbell Cottages").

6.7.2 Apex shall have full use and control of Campbell Cottages and shall perform all recreational programming and responsibilities. Apex shall be solely responsible for all expenses incurred within the Campbell Cottages facilities/buildings including but not limited to: utilities; maintenance; insurance, equipment repair and replacement; maintenance of the playground equipment; landscaping around the playground and fenced in areas; snow removal for all sidewalks, parking lots, and walking paths; and other operational expenses.

6.7.3 Arvada shall, provide and pay for the following maintenance services on the areas outside of the fenced in area at Campbell Cottages: maintenance of turf areas; irrigation system operation, maintenance, and repairs; grounds trash pickup and removal; fertilization, aeration, overseeding, mowing, and turf chemical applications; and maintenance of trees and landscape materials.

6.7.4 The Parties agree that for the purposes of the Campbell Cottages "Capital" is defined as an expenditure related to an asset in amount greater than \$25,000.00 per year and excludes consumable product purchases needed for daily operations. Apex agrees to fund non-consumable purchases, replacements, and repairs that cost \$25,000.00 or less per year. In the event Apex's non-consumable purchase, repair, or replacement costs exceed \$25,000.00 per year, the Parties agree to meet, confer, and decide how to pay for the excess amount.

6.7.5 Apex agrees to pay for all consumable product purchases needed for daily operations.

6.7.6 In exchange for performing the maintenance described in **Sec. 6.7.2**, Arvada shall lease the Campbell Cottages to Apex at no cost.

6.7.7 The Campbell Cottages shall not be subleased without the written consent of Arvada.

7.0 **NOTICES.** Any notice required or permitted by this Master 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, or by email with read receipt requested, addressed to the parties as follows:

If to Apex: Jeff Glenn, Executive Director
Apex Park and Recreation District
13150 W. 72nd Avenue
Arvada, CO 80005

With a copy to:

Director of Community Services
Apex Park and Recreation District
13150 W. 72nd Avenue
Arvada, CO 80005
KatieG@ApexPRD.org

If to Arvada: Enessa Janes, Director of Vibrant Community and Neighborhoods
City of Arvada
8101 Ralston Road
Arvada, CO 80001
ejanes@arvada.org

With a copy to:

City Attorney
City of Arvada
8101 Ralston Road
Arvada, CO 80001
rmorris@arvada.org

Such notice shall be deemed to have been given when deposited in the United States mail or when sent via email if sent during normal business days and hours, otherwise on the next business day.

8.0 INSURANCE.

- 8.1** Each Party to this Master Agreement agrees to, at its own expense, keep in full force and effect during the term of this Master Agreement, and during the term of any extension or amendment of the same, insurance or self-insurance reasonably sufficient to insure against the liability assumed by that Party pursuant to the provisions of this Master Agreement.
- 8.2** Apex agrees to adequately insure the Pool (until demolition), the Tennis Center, Lake Arbor, and the Campbell Cottages naming Arvada as an additional insured. In the event of a natural or man-made disaster or other act of God rendering any of the leased facilities described in preceding sentence as inoperable, salvageable, or not salvageable through repair, Arvada shall be entitled to recovery of all insurance proceeds paid under the policy maintained by Apex.
- 8.3** **WORKERS' COMPENSATION.** The Parties shall at their own respective expense keep in full force and effect during the term of this Master Agreement statutory workers' compensation insurance suitable to cover each Party's respective employees. At no time shall any Party bear responsibility for accidental injury to the employee of the other Party performing services pursuant to this Master Agreement.

9.0 MISCELLANEOUS.

- 9.1** **ENTIRE AGREEMENT.** This Master Agreement contains the entire understanding between the Parties hereto relating to the subject matter contained herein and supersedes any and all prior agreements, arrangements, communications, or representations, whether oral or written.

- 9.2 SEVERABILITY.** If any term, section or other provision of this Master Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such term, section or other provision shall not affect any of the remaining provisions of this Master Agreement, and to this end, each term, section and other provision of this Master Agreement shall be severable and continue in full force and effect.
- 9.3 AMENDMENTS.** Unless otherwise provided for herein, this Agreement may be amended only by a written document approved by formal authority of the governing bodies of the Parties. Course of conduct, no matter how long, shall not constitute an amendment to this Master Agreement.
- 9.4 RELATIONSHIP OF PARTIES.** This Agreement does not create a partnership, joint venture or agency relationship between the Parties.
- 9.5 NO THIRD PARTY BENEFICIARIES.** Nothing in this Agreement shall be deemed to create any third party benefits or beneficiaries, or create a right or cause of action for the enforcement of its terms, in any entity or person not a Party to this Agreement.
- 9.6 SUBCONTRACTORS.** A Party may subcontract any task it is required to perform under the terms of this Agreement without the prior written consent of the other Party.
- 9.7 EMPLOYEES OF PARTIES.** Employees, agents, contractors, and volunteers of each Party will remain so of that Party. Nothing in this Agreement requires any Party to fund the activities of another Party.
- 9.8 ASSIGNMENT.** Neither party shall assign this Agreement without the prior written consent of the other party.
- 9.9 AVAILABILITY OF FUNDS AND CONSTITUTIONAL LIMITATIONS ON DEBT.** The financial obligations of any Party payable after the current Municipal Fiscal Year or District Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available. A Party may also rely on state or federal funding to satisfy its payment obligations under the Master Agreement. The Parties' payment obligations under the Master Agreement are subject to and conditioned upon the continuing availability of all funding for the purposes set forth in the Master Agreement.
- 9.10 GOVERNMENTAL IMMUNITY.** This Master Agreement is not intended, and shall not be construed, as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Parties, and their past and present directors, officers, employees and volunteers, under federal or state constitutional, statutory or common law, including but not limited to the Colorado Governmental Immunity Act, Section 24-10-101, C.R.S., *et seq.*, as may be amended.
- 9.11 COMPLIANCE WITH LAWS.** The Parties shall comply with all laws that apply to performance under the Master Agreement.

- 9.12 WORKER WITHOUT AUTHORIZATION AND CRIMINAL RECORD CERTIFICATION.** Where required by law, the Parties, and their respective subcontractors, agents, and employees, shall complete criminal records checks. In accordance with State law regarding contracts for services provided to certain units of local government, any contractor or subcontractor performing work on behalf the Parties must certify in any contract entered in to with such contracting agent that such agent will comply with the E-Verify certification process and will ensure that all personnel performing work pursuant to contract is lawfully present in the United States.
- 9.13 DEFAULT AND REMEDIES.** Time is of the essence. If any condition, obligation, or duty is not timely made, tendered, or performed by a Party, then the Party who is not in default/breach may choose to do any of the following:
- 9.13.1** Terminate this Master Agreement upon 60 days' written notice; or
 - 9.13.2** Elect to treat this Master Agreement as being in full force and effect; or
 - 9.13.3** Elect to treat this Master Agreement as terminating the other Party's obligations, and, if funds are available for such purpose, assume the other Party's obligations under the Agreement; or
 - 9.13.4** Seek to recover such damages as may be proper; or
 - 9.13.5** Seek any other remedy permitted in law or equity, including specific performance.
- 9.14 WAIVER.** Any waiver by a Party hereto of a breach of any provision of this Master Agreement shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Master Agreement. To be effective, any waiver must be in writing. Failure by a Party to insist upon strict adherence to any term of this Master Agreement on one or more occasions shall not be considered a waiver or deprive that Party of the right thereafter to insist upon strict adherence to that term or any other term of this Master Agreement.
- 9.15 FORCE MAJEURE.** No Party will be liable for any failure or delay in performing an obligation under this Master Agreement that is due to any of the following causes (which events and/or circumstances are hereinafter referred to as "Force Majeure"), to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic (except the COVID-19 pandemic), quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, and generalized lack of availability of raw materials or energy.
- 9.16 GOVERNING LAW AND VENUE.** The laws of the State of Colorado shall govern this Master Agreement. Venue for any action arising under this Master Agreement or for the enforcement of this Master Agreement shall be in the appropriate court for Jefferson County, Colorado.

9.17 PARAGRAPH CAPTIONS. The captions of the paragraphs are set forth only for convenience and reference and are not intended in any way to define, limit or describe the scope or intent of this Master Agreement.

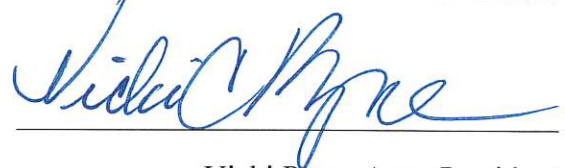
9.18 EXECUTION. This Master Agreement may be executed in several counterparts, and by electronic PDF, each of which will be an original, and all of which together will constitute one and the same instrument.

10.0 BINDING EFFECT AND AUTHORITY. This Master Agreement shall inure to the benefit of, and be binding upon, the Parties, their respective legal representatives, successors, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Master Agreement except as otherwise expressly authorized herein. The undersigned to this Master Agreement warrant that each has the authority to execute and enter into this Agreement, that their signatures are authorized and binding, and that all actions and approvals necessary for the execution and delivery of this Master Agreement have been properly taken by their respective governing boards.

11.0 EFFECTIVE DATE. This Master Agreement shall be effective on the date of execution, below.

DONE this _____ day of _____, 2022.

APEX PARK AND RECREATION DISTRICT



Vicki Pyne, Apex President
of the Board of Directors

ATTEST:



Rich Garrimone, Apex Secretary/Treasurer

CITY OF ARVADA, a Colorado home rule municipal Corporation

Marc Williams, Arvada Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, Arvada City Attorney

By: _____



REPORT TO CITY COUNCIL

AGENDA ITEM
10.A.

TO: THE HONORABLE CITY COUNCIL

DATE: June 6, 2022

SUBJECT: Public Hearing for the Third Substantial Amendment to the 2020 Annual Action Plan for the Community Development Block Grant (CDBG) Program to Reallocate CDBG Funds

Report in Brief

A Public Hearing on the Third Substantial Amendment to the 2020 Annual Action Plan is necessary in order to reallocate unspent 2020 CDBG funding.

The Council should note that this item is for information purposes only in order to conduct the Public Hearing and no action is necessary. It will only be necessary to open the public hearing, take any testimony, and close the hearing. A resolution recommending City Council approval of the substantial amendment to the 2020 CDBG Annual Action Plan is listed as a separate item on the June 6, 2022 meeting agenda.

The Arvada team recommends that the City Council open the public hearing, take any testimony and close the hearing.

Prepared by:

Carrie Espinosa, Manager of Housing Preservation and Resources

Reviewed by:

Approved by:

Enessa Janes, Director of Vibrant Community and Neighborhoods	5/15/2022
Bryan Archer, Director of Finance	5/16/2022
Gail Walker, Legal Specialist-Contracts	5/17/2022
Kylie Justus, Assistant City Attorney	5/17/2022
Rachel Morris, City Attorney	5/25/2022
Linda Haley, Deputy City Manager	5/25/2022
Lorie Gillis, Deputy City Manager	5/25/2022
Mark Deven, City Manager	5/26/2022

Enclosure, exhibits & attachments required to support the report

Colorado Community Media
750 W. Hampden Ave. Suite 225
Englewood, CO 80110

City of Arvada Legals **
8101 Ralston Road
Arvada CO 80002

Description: No. 413791 2020 CDBG Annual Action Plan

AFFIDAVIT OF PUBLICATION

State of Colorado }
County of Jefferson } ss

This Affidavit of Publication for the Jeffco Transcript, a weekly newspaper, printed and published for the County of Jefferson, State of Colorado, hereby certifies that the attached legal notice was published in said newspaper once in each week, for 1 successive week(s), the last of which publication was made 4/21/2022, and that copies of each number of said paper in which said Public Notice was published were delivered by carriers or transmitted by mail to each of the subscribers of said paper, according to their accustomed mode of business in this office.



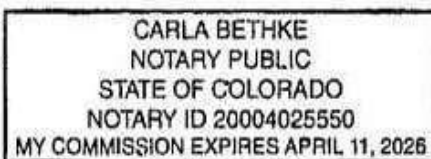
For the Jeffco Transcript

State of Colorado }
County of Jefferson } ss

The above Affidavit and Certificate of Publication was subscribed and sworn to before me by the above named Linda Shapley, publisher of said newspaper, who is personally known to me to be the identical person in the above certificate on 4/21/2022. Linda Shapley has verified to me that she has adopted an electronic signature to function as her signature on this document.

20004025550-928497

Carla Bethke
Notary Public
My commission ends April 11, 2026



Public Notice

NOTICE OF PUBLIC HEARING INVITING PUBLIC REVIEW AND COMMENT REGARDING A THIRD SUBSTANTIAL AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 2020 ANNUAL ACTION PLAN

The City of Arvada is proposing to amend its 2020 CDBG Annual Action Plan to reallocate 2020 CDBG formula funding allocated to the Housing Strategy Incentive Fund to Public Services to prevent, prepare for and respond to the COVID 19 pandemic.

This publication will commence a 30-day public comment period for the Amendment. A copy of the amendment will be available for public review starting April 21, 2022 through May 23, 2022. The document includes the proposed activities, resources and expenditures for the CDBG program. The document must be prepared according to the U.S. Department of Housing and Urban Development (HUD) regulations.

The City invites public review and comment of the 2020 CDBG Annual Action Plan Third Substantial Amendment. The documents are available for review at the City of Arvada website at <https://arvada.org/residents/city-neighborhoods/cdgb-funds-at-work-in-arvada>.

The City invites all citizens and other interested parties who desire to provide comments regarding the amendment to do so at a public hearing:

**At 6:15 P.M., June 6, 2022
in City Council Chambers,
Arvada Municipal Building,
8101 Ralston Road, Arvada, Colorado.**

If you wish to attend the meeting via Zoom, please contact Kevin Luy at kluy@arvada.org with the meeting date.

Program information is available by contacting the Housing Preservation and Resources Division, Arvada City Hall, 8001 Ralston Road, between the hours of 8 a.m. and 5 p.m. Monday through Friday, or call 720-898-7494. Information is also available on our website at <https://arvada.org/residents/city-neighborhoods/cdgb-funds-at-work-in-arvada>

FOR FURTHER INFORMATION:

Please contact Carrie Espinosa at:
caespinosa@arvada.org or call
720-898-7494, between 8:00 A.M. to 5:00
P.M., weekdays

Legal Notice No. 413791
First Publication: April 21, 2022
Last Publication: April 21, 2022
Publisher: Jeffco Transcript

RESOLUTION NO. R22 - _____

A RESOLUTION APPROVING THE SUBMISSION OF A THIRD SUBSTANTIAL AMENDMENT TO THE 2020 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) PROGRAM TO ALLOCATE ADDITIONAL CDBG FUNDS

WHEREAS, the City of Arvada received \$118,000.00 for the Housing Strategy fund that has not been expended; and

WHEREAS, the City of Arvada would like to reallocate the \$118,000.00 to the Public Services fund in order to assist with costs associated with the preparation, prevention, and response to the COVID-19 pandemic; and

WHEREAS, the U.S. Department of Housing and Urban Development (“HUD”) requires all entitlement communities receiving CDBG funds to prepare and submit a Consolidated Plan every five years to establish a unified, strategic vision for economic development, housing, and community development actions. The Consolidated Plan encompasses the analysis of local community needs and coordinates appropriate responses to those needs and priorities; and

WHEREAS, the Consolidated Plan is carried out through Annual Action Plans which provide a concise summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals in the Consolidated Plan. The City must submit an Annual Action Plan to HUD no later than November 15 of each year during the five year period; and

WHEREAS, per the City’s Citizen Participation Plan, a substantial amendment to an Action Plan is required when a “substantial” change is proposed as it relates to funding priorities, proposed activities, goals and objectives; and

WHEREAS, the Third Substantial Amendment to the 2020 Action Plan is necessary because it will allow the City to reallocate the \$118,000.00 from the Housing Strategy fund to the Public Services fund; and

WHEREAS, according to federal requirements, the City must submit a substantial amendment to the most recent Annual Action Plan approved by HUD. Arvada City Council approved the 2021 Annual Action Plan on November 2, 2020. The 2021 Annual Action Plan has yet to be approved by HUD; therefore the 2020 Annual Action Plan must be amended; and

WHEREAS, on June 6, 2022, the Arvada City Council held a public hearing regarding the Third Substantial Amendment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO, AS FOLLOWS:

Section 1. That the City Council of the City of Arvada, Colorado approves the submission of the Third Substantial Amendment to the 2020 Annual Action Plan for the CDBG program to reallocate \$118,000.00 in CDBG Funds from the Housing Strategy fund to the Public Services fund; and

Section 2. That the City Council of the City of Arvada, Colorado directs that the Third Substantial Amendment to the 2020 Annual Action Plan submission for the CDBG Program for the City of Arvada, Colorado for 2020 CDBG funding be submitted to the HUD; and

Section 3. That the City Council of the City of Arvada, Colorado designates the City Manager, or city staff he may designate, to approve alterations, deletions, and/or additions to the Third Substantial Amendment to the 2020 Annual Action Plan Submission for the CDBG Program for the City of Arvada, Colorado and the 2020 Annual Action Plan for 2020 CDBG funding that may be necessitated in response to minimal HUD funding alterations, HUD requirements, subsequent HUD review, or citizen comments.

APPROVED AND ADOPTED this _____ day of _____, 2022.

Marc Williams, Mayor

ATTEST:

City Clerk

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

By: _____



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
10.B.

TO: THE HONORABLE CITY COUNCIL

DATE: June 6, 2022

SUBJECT: R22-042, A Resolution Approving the Submission of a Third Substantial Amendment to the 2020 Annual Action Plan for the Community Development Block Grant (CDBG) Program to Reallocate CDBG Funds

Report in Brief

This agenda item requests the Council's consideration of a resolution that amends the 2020 CDBG Annual Action Plan to reallocate \$118,000 from the Housing Strategy Incentive activity to a Public Services activity to allow the City team to continue to assist Arvada residents who are experiencing continued financial stress due to the COVID-19 pandemic.

The Arvada team recommends that the City Council approve R22-042, A Resolution Approving the Submission of a Third Substantial Amendment to the 2020 Annual Action Plan for the Community Development Block Grant (CDBG) Program to Reallocate CDBG Funds.

Financial Impact

The City proposes to reallocate \$118,000 of 2020 CDBG funding to the following activities:

- Non-congregate shelter for persons experiencing homelessness who are medically compromised and at high risk for COVID.
- Rent/Mortgage relief for Arvada residents
- Security deposit assistance to assist people experiencing homelessness to secure housing

Background

The U.S. Department of Housing and Urban Development (HUD) requires all entitlement communities receiving CDBG funds to prepare and submit a Consolidated Plan every five years to establish a unified, strategic vision for economic development, housing and community development actions. The Consolidated Plan encompasses the analysis of local community needs and coordinates appropriate responses to those needs and priorities. The Consolidated Plan is carried out through Annual Action Plans which provide a concise summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals in the Consolidated Plan. The City must submit an Annual Action Plan to HUD no later than November 15 of each year during the five-year period.

Per the City's Citizen Participation Plan, a substantial amendment to an Action Plan is required when a "substantial" change is proposed that impacts funding priorities, proposed activities, goals and objectives. This substantial amendment to the 2020 Action Plan is necessary because the City has unspent 2020 entitlement funds and continuing impacts on Arvada residents associated with the COVID-19 pandemic. The Arvada team proposes to reallocate these funds to activities which support the immediate and long-term aid and recovery efforts for Arvada residents impacted by COVID-19.

In accordance with the requirements outlined in the Citizen Participation Plan, a 30-day public review and comment period beginning April 21, 2022 and ending May 23, 2022 was provided and a public notice published in the Arvada Press and on the City's website.

Discussion

The recommended action facilitates the allocation of resources that will provide critical services to assist the most vulnerable members of the community. Based on information from a network of public and nonprofit human service organizations, the most critical needs include: a) finding permanent housing for people experiencing homelessness; b) non-congregate shelter for persons experiencing homelessness or at risk of exposure to COVID-19; and c) rent and mortgage relief for Arvada residents who may be at risk to becoming homeless. It is important to note that the focus on homeless services is associated with the need to minimize the potential for spreading the COVID-19 virus.

Public Contact

A public notice was published in the Arvada Press on April 21, 2022 informing the public of the opportunity to make comment on the proposed changes during the public hearing to be held June 6, 2022.

Commission Recommendation

N/A

Strategic Alignment

Approval of this item aligns with the Vibrant Community and Neighborhoods Priority Area within the City Council Strategic Plan, as follows: "Improves access to quality housing that is affordable to a broad range of income levels and provides resources, housing, and neighborhood assistance services to Arvada residents, neighborhoods, property owners, and stakeholders."

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that City Council approve R22-042, A Resolution Approving the Submission of a Third Substantial Amendment to the 2020 Annual Action Plan for the Community Development Block Grant (CDBG) Program to Reallocate CDBG Funds.

Suggested Motion:

I move that R22-042, A Resolution Approving the Submission of a Third Substantial Amendment to the 2020 Annual Action Plan for the Community Development Block Grant (CDBG) Program to Reallocate CDBG Funds, be (approved) (rejected).

Prepared by:

Carrie Espinosa, Manager of Housing Preservation and Resources

Reviewed by:

Approved by:

Enessa Janes, Director of Vibrant Community and Neighborhoods 5/24/2022

SUBJECT: R22-042, A Resolution Approving the Submission of a Third Substantial Amendment to the 2020 Annual Action Plan for the Community Development Block Grant (CDBG) Program to Reallocate CDBG Funds

PAGE: 3
ITEM: 10.B.

Bryan Archer, Director of Finance	5/24/2022
Gail Walker, Legal Specialist-Contracts	5/24/2022
Kylie Justus, Assistant City Attorney	5/24/2022
Rachel Morris, City Attorney	5/26/2022
Lorie Gillis, Deputy City Manager	5/26/2022
Mark Deven, City Manager	5/26/2022

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R22 -042

A RESOLUTION APPROVING THE SUBMISSION OF A THIRD SUBSTANTIAL AMENDMENT TO THE 2020 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) PROGRAM TO REALLOCATE CDBG FUNDS

WHEREAS, the City of Arvada allocated \$118,000.00 for the Housing Strategy Incentive Fund activity that has not been expended; and

WHEREAS, the City of Arvada would like to reallocate the \$118,000.00 to the Public Services fund in order to assist with costs associated with the preparation, prevention, and response to the COVID-19 pandemic; and

WHEREAS, the U.S. Department of Housing and Urban Development (“HUD”) requires all entitlement communities receiving CDBG funds to prepare and submit a Consolidated Plan every five years to establish a unified, strategic vision for economic development, housing, and community development actions. The Consolidated Plan encompasses the analysis of local community needs and coordinates appropriate responses to those needs and priorities; and

WHEREAS, the Consolidated Plan is carried out through Annual Action Plans which provide a concise summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals in the Consolidated Plan. The City must submit an Annual Action Plan to HUD no later than November 15 of each year during the five year period; and

WHEREAS, per the City’s Citizen Participation Plan, a substantial amendment to an Action Plan is required when a “substantial” change is proposed as it relates to funding priorities, proposed activities, goals and objectives; and

WHEREAS, the Third Substantial Amendment to the 2020 Action Plan is necessary because it will allow the City to re-allocate the \$118,000.00 from the Housing Strategy fund to the Public Services fund; and

WHEREAS, on June 6, 2022, the Arvada City Council held a public hearing regarding the Third Substantial Amendment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO, AS FOLLOWS:

Section 1. That the City Council of the City of Arvada, Colorado approves the submission of the Third Substantial Amendment to the 2020 Annual Action Plan for the CDBG program to reallocate \$118,000.00 in CDBG Funds from the Housing Strategy fund to the Public Services fund; and

Section 2. That the City Council of the City of Arvada, Colorado directs that the Third Substantial Amendment to the 2020 Annual Action Plan submission for the CDBG Program for the City of Arvada, Colorado for 2020 CDBG funding be submitted to the HUD; and

Section 3. That the City Council of the City of Arvada, Colorado designates the City Manager, or city staff he may designate, to approve alterations, deletions, and/or additions to the Third Substantial Amendment to the 2020 Annual Action Plan Submission for the CDBG Program for the City of Arvada, Colorado and the 2020 Annual Action Plan for 2020 CDBG funding that may be necessitated in response to minimal HUD funding alterations, HUD requirements, subsequent HUD review, or citizen comments.

APPROVED AND ADOPTED this 6th day of June, 2022.

Marc Williams, Mayor

ATTEST:

City Clerk

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

By: _____

THIRD SUBSTANTIAL AMENDMENT TO THE CITY OF ARVADA 2020 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

A. EXECUTIVE SUMMARY

The U.S. Department of Housing and Urban Development (HUD) requires all entitlement communities receiving Community Development Block Grant (CDBG) funds, such as the City of Arvada, to prepare and submit a Consolidated Plan every five years to establish a unified, strategic vision for economic development, housing and community development actions. The Consolidated Plan encompasses the analysis of local community needs and coordinates appropriate responses to those needs and priorities. The Arvada City Council adopted the 2020-2024 Five Year Consolidated Plan ("Consolidated Plan") on November 18, 2019.

The Consolidated Plan is carried out through Annual Action Plans which provide a concise summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified in the Consolidated Plan. The City must submit an Annual Action Plan to HUD by no later than November 15 of each year during the five-year period (unless otherwise specified by HUD). The Arvada City Council adopted the 2020 Annual Action Plan on November 18, 2019 and submitted the document to HUD before the required deadline date.

Per the City's Citizen Participation Plan (CPP), a Substantial Amendment to a Consolidated Plan and Action Plan is required when a "substantial" change is proposed as it relates to funding priorities, proposed activities, goals and objectives. This substantial amendment to the Action Plan is necessary to reallocate unused 2020 CDBG funds to a new activity. The City of Arvada is proposing to take advantage of the CARES Act waiver opportunity to reallocate unused 2020 entitlement funds from the Housing Strategy Incentive Fund to Public Services to assist with immediate and long-term aid and recovery efforts for Arvada residents impacted by the Coronavirus.

B. CITIZEN PARTICIPATION

In accordance with the City of Arvada Citizen Participation Plan, the City will offer a minimum 30 day public comment period for amending Consolidated Plan/Action Plans.

A Notice of Public Hearing and 30-day public review period was published in the Arvada Press and on the City's website on April 21, 2022, informing the public of the proposed Substantial Amendment and inviting public review and comments. The public review period will begin on Thursday April 21, 2022 and will end on May 23, 2022. On June 6, 2022, the Arvada City Council will hold a public hearing regarding the Substantial Amendment.

C. 2020 ANNUAL ACTION PLAN AMENDMENT DETAILS AND NATIONAL OBJECTIVES

The City is proposing to reallocate \$118,000 in CDBG funding from the Housing Strategy Incentive Fund to Public Services activities that assist with immediate and longer-term needs for low- and moderate-income people impacted by the Coronavirus. Eligible activities that the City of Arvada intends to use the funds for emergency housing, motel vouchers, rental and mortgage assistance, eviction prevention, case management, deposit and moving costs. The full usage of these funds will be utilized to prevent, prepare for, and respond to the COVID-19 pandemic within the City of Arvada. The City will work closely with a variety of community partners to assess the immediate and longer-term needs of those impacted by COVID-19 and ensure the funds assist those most in need as efficiently as possible.

All proposed activities will meet one or more of the following objectives:

- Benefit low- and moderate-income people
- Address an urgent community need

The following Table outlines the activity budgets that are being modified to reprogram funds to the proposed activity described in this Substantial Amendment:

Table 1: Proposed Activity Budget Modifications

Program Year/ Activity Title	Existing Budget	New Budget	Difference
<i>Increase Funding/Programming</i>			
2020 CDBG entitlement	\$118,000	\$118,000	\$0
Subtotal			\$0

D. PUBLIC COMMENTS

All public comments received during the 30-day public review period or at the public hearing will be incorporated into the overall Substantial Amendment submitted to HUD.

Colorado Community Media
750 W. Hampden Ave. Suite 225
Englewood, CO 80110

City of Arvada Legals **
8101 Ralston Road
Arvada CO 80002

Description: No. 413791 2020 CDBG Annual Action Plan

AFFIDAVIT OF PUBLICATION

State of Colorado }
County of Jefferson } ss

This Affidavit of Publication for the Jeffco Transcript, a weekly newspaper, printed and published for the County of Jefferson, State of Colorado, hereby certifies that the attached legal notice was published in said newspaper once in each week, for 1 successive week(s), the last of which publication was made 4/21/2022, and that copies of each number of said paper in which said Public Notice was published were delivered by carriers or transmitted by mail to each of the subscribers of said paper, according to their accustomed mode of business in this office.



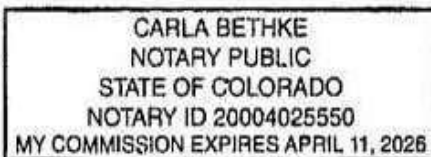
For the Jeffco Transcript

State of Colorado }
County of Jefferson } ss

The above Affidavit and Certificate of Publication was subscribed and sworn to before me by the above named Linda Shapley, publisher of said newspaper, who is personally known to me to be the identical person in the above certificate on 4/21/2022. Linda Shapley has verified to me that she has adopted an electronic signature to function as her signature on this document.

20004025550-928497

Carla Bethke
Notary Public
My commission ends April 11, 2026



Public Notice

NOTICE OF PUBLIC HEARING INVITING PUBLIC REVIEW AND COMMENT REGARDING A THIRD SUBSTANTIAL AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 2020 ANNUAL ACTION PLAN

The City of Arvada is proposing to amend its 2020 CDBG Annual Action Plan to reallocate 2020 CDBG formula funding allocated to the Housing Strategy Incentive Fund to Public Services to prevent, prepare for and respond to the COVID 19 pandemic.

This publication will commence a 30-day public comment period for the Amendment. A copy of the amendment will be available for public review starting April 21, 2022 through May 23, 2022. The document includes the proposed activities, resources and expenditures for the CDBG program. The document must be prepared according to the U.S. Department of Housing and Urban Development (HUD) regulations.

The City invites public review and comment of the 2020 CDBG Annual Action Plan Third Substantial Amendment. The documents are available for review at the City of Arvada website at <https://arvada.org/residents/city-neighborhoods/cdgb-funds-at-work-in-arvada>.

The City invites all citizens and other interested parties who desire to provide comments regarding the amendment to do so at a public hearing:

**At 6:15 P.M., June 6, 2022
in City Council Chambers,
Arvada Municipal Building,
8101 Ralston Road, Arvada, Colorado.**

If you wish to attend the meeting via Zoom, please contact Kevin Luy at kluy@arvada.org with the meeting date.

Program information is available by contacting the Housing Preservation and Resources Division, Arvada City Hall, 8001 Ralston Road, between the hours of 8 a.m. and 5 p.m. Monday through Friday, or call 720-898-7494. Information is also available on our website at <https://arvada.org/residents/city-neighborhoods/cdgb-funds-at-work-in-arvada>

FOR FURTHER INFORMATION:

Please contact Carrie Espinosa at:
caespinosa@arvada.org or call
720-898-7494, between 8:00 A.M. to 5:00
P.M., weekdays

Legal Notice No. 413791
First Publication: April 21, 2022
Last Publication: April 21, 2022
Publisher: Jeffco Transcript



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
10.C.

TO: THE HONORABLE CITY COUNCIL

DATE: June 6, 2022

SUBJECT: R22-043, A Resolution Setting Forth Certain Findings of Fact and Conclusions as to the Annexation of Certain Land into the City of Arvada, Colorado, 7850 Alkire Street

Report in Brief

This resolution is in the nature of a technical housekeeping measure, intended to ensure compliance with the "Municipal Annexation Act," Section 31-12-101 et seq. Section 31-12-110 of the Act states that "upon completion of the hearing, the governing body of the annexing municipality, by resolution, shall set forth its findings of fact and its conclusions based thereon with reference to the following matters: ." Section 31-12-111 goes on to state that, after the resolution (assuming the resolution determines that the requirements of Section 31-12-104 and 31-12-105 have been met, no election is required, etc.), the governing body may thereupon annex the area by ordinance.

The requirements of Sections 31-12-104 and 31-12-105, as referenced in the resolution (and as asserted in the Petition for Annexation), are technical requirements of eligibility for annexation (e.g., 1/6 contiguity, etc.). Meeting those requirements does not mandate annexation of a given property. Thus, in annexation proceedings, the Council has the prerogative to adopt such a resolution (finding compliance with the technical requirements of Sections 31-12-104 and 31-12-105) and then reject the companion annexation ordinance (if, for example, it finds that such annexation is not in the best interests of the City).

The Arvada Team recommends that the City Council approve R22-043, A Resolution Setting Forth Certain Findings of Fact and Conclusions as to the Annexation of Certain Land into the City of Arvada, Colorado, 7850 Alkire Street

Financial Impact

There is no financial impact.

Background

The 2.5-acre parcel is located east of Alkire Street, between the Croke Canal and the Double E Ranch subdivision. One single family home is located on this triangular-shaped property. The site is sandwiched between the Croke Canal on the north and the Double E Ranch subdivision to the south. Access to the property is from Alkire Street to the west via the Croke Canal maintenance road or from W. 77th Drive to the south up a steep grade through an open space Tract in the Double E Ranch subdivision. When Double E Ranch was developed a number of years ago, the Finley family were the owners of this annexation parcel and plans were made to allow for water and sewer connections across the Double E open space tract. Water and sewer service is currently provided by well and septic. However, due to concerns about the long term availability of these services, the Vasquez family is seeking to connect to City water and sewer lines on W. 77th Drive. The construction plans for these improvements are currently being reviewed through the administrative development review process. No additional development is proposed at this time.

Discussion

Div. 8-3-3 Annexation and Disconnection Approval Criteria	Finding	Rationale
---	---------	-----------

1. The annexation is in accord with the Comprehensive Plan and the best interests of the City would be served by annexation of such property.	Complies	The LDR designation is intended for larger lot rural residential uses such as this.
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	Proposed improvements are very limited for this site. The planned utility connections will be in conformance with applicable code provisions.
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	Existing City infrastructure has the capacity to serve this single family home.

Public Contact

A neighborhood meeting was held on October 16, 2019 and attended by one representative from the Double E Ranch subdivision to the south. The applicants and City team members have worked with the homeowners association (HOA) to coordinate construction improvements for the water and sewer connections and site restoration. No outstanding HOA concerns remain regarding this annexation request. Additionally, a 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 for approval by City Council.

Strategic Alignment

The project is consistent with the City Council Strategic Plan principles for the Community and Economic Development work system. This annexation request is in alignment with the Community and Economic Development principles of the City Council Strategic Plan by using the Arvada Comprehensive Plan to guide development and land use decisions for livable communities.

Alternative Courses of Action

Should this property remain in the county, water and sewer service would need to continue in its current form or water would need to be trucked in should the systems fail.

Recommendation for Action

The Arvada team recommends that the City Council approve R22-043, A Resolution Setting Forth Certain Findings of Fact and Conclusions as to the Annexation of certain land into the City of Arvada, Colorado, 7850 Alkire Street.

Suggested Motion:

I move that R22-043, A Resolution Setting Forth Certain Findings of Fact and Conclusions as to the Annexation of Certain Land into the City of Arvada, Colorado, 7850 Alkire Street, be (approved) (rejected).

Prepared by:
Abigail Ogg, Administrative Specialist

Reviewed by:

Approved by:

Linda Hoover, Senior Planner	5/16/2022
Josie Suk, Development Systems and Administrative Manager	5/18/2022
Robert Smetana, Manager of City Planning and Development	5/18/2022
Ryan Stachelski, Director of Community and Economic Development	5/18/2022
Gail Walker, Legal Specialist-Contracts	5/19/2022
Emily Grogg, Senior Assistant City Attorney	5/19/2022
Rachel Morris, City Attorney	5/26/2022
Lorie Gillis, Deputy City Manager	5/26/2022
Mark Deven, City Manager	5/26/2022

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R22-043

A RESOLUTION SETTING FORTH CERTAIN FINDINGS OF FACT AND CONCLUSIONS
AS TO THE ANNEXATION OF CERTAIN LAND INTO THE CITY OF ARVADA,
COLORADO, 7850 ALKIRE STREET

WHEREAS, the City Council of Arvada, Colorado has found a petition for the annexation of the hereinafter described parcel of land to be in substantial compliance with the requirements of §31-12-107(1) C.R.S.; and

WHEREAS, the City Clerk has provided notice of public hearing on the proposed annexation by publication once per week for four successive weeks and by registered mail to the Clerk of the Board of County Commissioners, the county Attorney, the school district, and to any special district having territory in the area to be annexed; and

WHEREAS, the City Council has completed a public hearing to determine if the proposed annexation complies with Article II, Section 30 of the Colorado Constitution and §§31-12-104 and 31-12-105 C.R.S., to establish eligibility for annexation.

BE IT RESOLVED 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 Petition for Annexation for certain real property, 7850 Alkire Street, Arvada, Colorado, more fully described in said Petition and having held a public hearing thereon, make the following findings pursuant to Colorado State law:

1. That not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the existing boundaries of the City; and therefore, because of such contiguity, a community interest exists between the territory proposed to be annexed and the City.
2. That the area proposed to be annexed is urban or will be urbanized in the near future.
3. That the area proposed to be annexed is integrated or is capable of being integrated in the City.
4. That no land held in identical ownership has been divided or included without written consent of the owner thereof.
5. That no annexation proceedings have been commenced by another municipality.
6. That the annexation will not result in the detachment of area from a school district.
7. That the annexation will not result in the extension of a municipal boundary more than three miles.

8. That the City has in place a plan for said three mile area.
9. That in establishing the boundaries of the area to be annexed the entire width of any street or alley is included within the area annexed.
10. That an election is not required under §31-12-107(2) C.R.S.
11. That no additional terms or conditions are imposed which require an election under §31-12-107(2) C.R.S.

Section 2. The City Council of the City of Arvada, State of Colorado, having examined the filings and the Petition for Annexation for certain real property, 7850 Alkire Street, Arvada, Colorado, more fully described in said Petition and having held a public hearing thereon, make the additional following findings pursuant to Arvada's Land Development Code:

1. That the annexation is in accord with the Comprehensive Plan and the best interest of the City would be served by annexation of the subject property.
2. That the subject property is capable of being integrated into the City and developed in compliance with all applicable provisions of this Code, the Arvada City Code, and the terms of an annexation agreement.
3. That at the time any development of the subject property is completed, there will be capacity to adequately serve residents of such area with all necessary utilities, facilities, and public services.

Section 3. This resolution shall be effective upon its approval by the City Council.

APPROVED AND ADOPTED this 6th day of June, 2022.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____



REPORT TO CITY COUNCIL PUBLIC HEARING

AGENDA ITEM
10.D.

TO: THE HONORABLE CITY COUNCIL

DATE: June 6, 2022

SUBJECT: CB 22-055, An Ordinance Annexing Certain Land into the City of Arvada for 7850 Alkire Street, a 2.5-acre parcel of land approximately located at 7850 Alkire Street. (Ordinance No. 4802)

Report in Brief

The Vasquez family is seeking to annex their property located at 7850 Alkire Street into Arvada for the purpose of obtaining water and sewer service from the City. The property is currently in unincorporated Jefferson County with P-D (Planned Development) zoning. The proposed zoning designation is RN-32.5 (Residential Neighborhood 32.5).

The Arvada team recommends that the City Council approve ordinance CB22-055, An Ordinance Annexing Certain Land into the City of Arvada for 7850 Alkire Street, a 2.5-acre parcel of land approximately located at 7850 Alkire Street on final reading, numbered 4802 and ordered published by title only.

Financial Impact

There is no financial impact associated with the recommended action.

Background

The 2.5 acre parcel is located east of Alkire Street, between the Croke Canal and the Double E Ranch subdivision. One single family home is located on this triangular-shaped property. The site is sandwiched between the Croke Canal on the north and the Double E Ranch subdivision to the south. Access to the property is from Alkire Street to the west via the Croke Canal maintenance road or from W. 77th Drive to the south up a steep grade through an open space tract in the Double E Ranch subdivision.

When Double E Ranch was developed a number of years ago, the Finley family were the owners of this annexation parcel and plans were made to allow for water and sewer connections across the Double E open space tract. Water and sewer service is currently provided by well and septic. However, due to concerns about the long term availability of these services, the Vasquez family is seeking to connect to City water and sewer lines in W. 77th Drive. The construction plans for these improvements are currently being reviewed through the administrative development review process. No additional development is proposed at this time.

Discussion

The Community and Exconomic Development team completed the following analysis of the Zoning and Rezoning criteria associated with the proposed action.

Div. 8-3-3 Annexation and Disconnection Approval Criteria Finding

1. The annexation is in accord with the Comprehensive Plan and the best interests of the City would be served by annexion of such property. Complies

Rationale

The LDR designation is intended for larger lot rural residential uses such as this.

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	Proposed improvements are very limited for this site. The planned utility connections will be in conformance with applicable code provisions.
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	Existing City infrastructure has the capacity to serve this single family home.

Public Contact

A neighborhood meeting was held on October 16, 2019 and attended by one representative from the Double E Ranch subdivision to the south. The applicants and City team members have worked with the homeowners association (HOA) to coordinate construction improvements for the water and sewer connections and site restoration. No outstanding HOA concerns remain regarding this annexation request. Additionally, a 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 to recommend approval by the City Council.

Strategic Alignment

This annexation request is in alignment with the principles stated within the Community and Economic Development Priority Area of the City Council Strategic Plan by using the Arvada Comprehensive Plan to guide development and land use decisions for livable communities.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve ordinance CB22-055, An Ordinance Annexing Certain Land into the City of Arvada for 7850 Alkire Street, a 2.5-acre parcel of land approximately located at 7850 Alkire Street on final reading, numbered 4802 and ordered published by title only.

Suggested Motion:

I move that CB22-055, An Ordinance Annexing Certain Land into the City of Arvada for 7850 Alkire Street, a 2.5 acre parcel of land approximately located at 7850 Alkire Street, be (approved on final reading, numbered 4802 and ordered published by title only.) (rejected).

Prepared by:
Abigail Ogg, Administrative Specialist

Reviewed by:

SUBJECT: CB 22-055, An Ordinance Annexing Certain Land into the City of Arvada for 7850 Alkire Street, a 2.5-acre parcel of land approximately located at 7850 Alkire Street. (Ordinance No. 4802)

PAGE: 3
ITEM: 10.D.

Approved by:

Josie Suk, Development Systems and Administrative Manager	5/9/2022
Linda Hoover, Senior Planner	5/16/2022
Robert Smetana, Manager of City Planning and Development	5/16/2022
Ryan Stachelski, Director of Community and Economic Development	5/16/2022
Gail Walker, Legal Specialist-Contracts	5/17/2022
Emily Grogg, Senior Assistant City Attorney	5/17/2022
Rachel Morris, City Attorney	5/26/2022
Lorie Gillis, Deputy City Manager	5/26/2022
Mark Deven, City Manager	5/26/2022

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 22-055
ORDINANCE NO. 4802

AN ORDINANCE ANNEXING CERTAIN LAND INTO THE CITY OF ARVADA
FOR 7850 ALKIRE STREET, A 2.5-ACRE PARCEL OF LAND APPROXIMATELY
LOCATED AT 7850 ALKIRE STREET

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:

THAT PART OF THE NORTHWEST 1/4, SECTION 32, TOWNSHIP 2 SOUTH,
RANGE 69 WEST OF THE SIXTH 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 16th day of May, 2022.

PASSED, ADOPTED, AND APPROVED this 6th day of June, 2022.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

Publication Dates: May 19, 2022
 June 9, 2022

EXHIBIT A

**AN ORDINANCE ANNEXING CERTAIN LAND INTO THE CITY OF ARVADA FOR 7850
ALKIRE STREET, A 2.5-ACRE PARCEL OF LAND APPROXIMATELY LOCATED AT
7850 ALKIRE STREET**

LEGAL DESCRIPTION:

THAT PART OF THE NORTHWEST 1/4, SECTION 32, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 32 (MARKED BY A 2.5" ALUMINUM CAP IN A RANGE BOX STAMPED LS 5112), FROM WHENCE THE CENTER 1/4 CORNER OF SAID SECTION 32 (MARKED BY A 3.25" ALUMINUM CAP STAMPED MERRICK/PLS 13155/1989) BEARS N89°50'16"E A DISTANCE OF 2631.18 FEET (USED AS A BASIS OF BEARING FOR ALL SUBSEQUENT BEARINGS); THENCE NORTH 60°36'00" EAST, A DISTANCE OF 2360.04 FEET TO A POINT ON THE NORTH LINE OF DOUBLE E RANCH (ANNEXATION NO. 3587 TO THE CITY OF ARVADA, RECEPTION NO. F1012404) AND THE POINT OF BEGINNING; THENCE SOUTH 00°52'51" EAST, ALONG THE EAST LINE OF SAID DOUBLE E RANCH A DISTANCE OF 47.92 FEET; THENCE NORTH 89°50'56" EAST, ALONG THE NORTH LINE OF SAID DOUBLE E RANCH A DISTANCE OF 557.56 FEET TO A POINT ON THE NORTH-SOUTH CENTERLINE OF SAID SECTION 32 AND A POINT ON THE WEST LINE OF THE RIDGE AT HARVEST LANE FILING NO. 2 (ANNEXATION NO. 2893 TO THE CITY OF ARVADA, RECEPTION NO. 92046470); THENCE NORTH 00°52'12" WEST ALONG SAID CENTERLINE, AND ALONG THE WEST LINE OF SAID THE RIDGE AT HARVEST LANE FILING NO. 2, A DISTANCE OF 304.44 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF THE CROKE CANAL; THENCE DEPARTING WEST LINE OF SAID THE RIDGE AT HARVEST LANE FILING NO. 2, NORTH 49°01'17" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 50.37 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, THE DELTA OF SAID CURVE IS 22°40'04", THE RADIUS OF SAID CURVE IS 58.83 FEET, THE CHORD OF SAID CURVE BEARS NORTH 60°22'35" WEST 23.12 FEET; THENCE ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 23.27 FEET TO THE END OF SAID CURVE; THENCE NORTH 72°40'09" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 68.02 FEET; THENCE SOUTH 20°13'43" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 94.80 FEET; THENCE NORTH 69°46'17" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 40.00 FEET TO A POINT ON A CURVE TO THE RIGHT, THE DELTA OF SAID CURVE IS 28°34'11", THE RADIUS OF SAID CURVE IS 363.78 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 34°37'31" WEST 179.52 FEET; THENCE ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 181.39 FEET TO A POINT; THENCE NORTH 83°18'29" WEST DEPARTING FROM SAID RIGHT-OF-WAY LINE, A DISTANCE OF 66.08 FEET; THENCE SOUTH 06°44'33" WEST, A DISTANCE OF 57.88 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE CROKE CANAL, SAID POINT BEING ON A CURVE TO THE RIGHT, THE DELTA OF SAID CURVE IS 16°43'33", THE RADIUS OF SAID CURVE IS 363.78 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 70°42'53" WEST, 105.82 FEET; THENCE ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 106.19 FEET TO THE END OF SAID CURVE; THENCE SOUTH 80°02'09" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 87.30 FEET TO THE POINT OF BEGINNING, TOGETHER WITH A NON-EXCLUSIVE ACCESS EASEMENT AS GRANTED IN QUIT CLAIM DEED RECORDED OCTOBER 21, 1980 AT RECEPTION NO. 80079489, COUNTY OF JEFFERSON, STATE OF COLORADO.

CONTAINING 109,014 SQUARE FEET (2.503 ACRES), MORE OR LESS.

LEGAL DESCRIPTION:

THAT PART OF THE NORTHWEST 1/4, SECTION 32, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 32 (MARKED BY A 2.5" ALUMINUM CAP IN A RANGE BOX STAMPED LS 5112), FROM WHENCE THE CENTER 1/4 CORNER OF SAID SECTION 32 (MARKED BY A 3.25" ALUMINUM CAP STAMPED MERRICK/PLS 13155/1989) BEARS N89°50'16"E A DISTANCE OF 2631.18 FEET (USED AS A BASIS OF BEARING FOR ALL SUBSEQUENT BEARINGS); THENCE NORTH 60°36'00" EAST, A DISTANCE OF 2360.04 FEET TO A POINT ON THE NORTH LINE OF DOUBLE E RANCH (ANNEXATION NO. 3587 TO THE CITY OF ARVADA, RECEPTION NO. F1012404) AND THE POINT OF BEGINNING; THENCE SOUTH 00°52'51" EAST, ALONG THE EAST LINE OF SAID DOUBLE E RANCH A DISTANCE OF 47.92 FEET; THENCE NORTH 89°50'56" EAST, ALONG THE NORTH LINE OF SAID DOUBLE E RANCH A DISTANCE OF 557.56 FEET TO A POINT ON THE NORTH-SOUTH CENTERLINE OF SAID SECTION 32 AND A POINT ON THE WEST LINE OF THE RIDGE AT HARVEST LANE FILING NO. 2 (ANNEXATION NO. 2893 TO THE CITY OF ARVADA, RECEPTION NO. 92046470); THENCE NORTH 00°52'12" WEST ALONG SAID CENTERLINE, AND ALONG THE WEST LINE OF SAID THE RIDGE AT HARVEST LANE FILING NO. 2, A DISTANCE OF 304.44 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF THE CROKE CANAL; THENCE DEPARTING WEST LINE OF SAID THE RIDGE AT HARVEST LANE FILING NO. 2, NORTH 49°01'17" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 50.37 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, THE DELTA OF SAID CURVE IS 22°40'04", THE RADIUS OF SAID CURVE IS 58.83 FEET, THE CHORD OF SAID CURVE BEARS NORTH 60°22'35" WEST 23.12 FEET; THENCE ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 23.27 FEET TO THE END OF SAID CURVE; THENCE NORTH 72°40'09" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 68.02 FEET; THENCE SOUTH 20°13'43" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 94.80 FEET; THENCE NORTH 69°48'17" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 40.00 FEET TO A POINT ON A CURVE TO THE RIGHT, THE DELTA OF SAID CURVE IS 28°34'11", THE RADIUS OF SAID CURVE IS 363.78 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 34°37'31" WEST 179.52 FEET; THENCE ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 181.39 FEET TO A POINT; THENCE NORTH 83°18'29" WEST DEPARTING FROM SAID RIGHT-OF-WAY LINE, A DISTANCE OF 66.08 FEET; THENCE SOUTH 06°44'33" WEST, A DISTANCE OF 57.88 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE CROKE CANAL, SAID POINT BEING ON A CURVE TO THE RIGHT, THE DELTA OF SAID CURVE IS 16°43'33", THE RADIUS OF SAID CURVE IS 363.78 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 70°42'53" WEST, 105.82 FEET; THENCE ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 106.19 FEET TO THE END OF SAID CURVE; THENCE SOUTH 80°02'09" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 87.30 FEET TO THE POINT OF BEGINNING, TOGETHER WITH A NON-EXCLUSIVE ACCESS EASEMENT AS GRANTED IN QUIT CLAIM DEED RECORDED OCTOBER 21, 1980 AT RECEPTION NO. 80079489, COUNTY OF JEFFERSON, STATE OF COLORADO.

CONTAINING 109,014 SQUARE FEET (2.503 ACRES), MORE OR LESS.

LEGEND:

- ⊙ = SET 5/8" REBAR AND CAP (HUFFMAN/PLS 38183)
- = FOUND MONUMENT AS NOTED
- ⊕ = FOUND SECTION CORNER MONUMENT AS NOTED
- L = ARC LENGTH
- R = RADIUS
- D = DELTA ANGLE
- B = CHORD BEARING
- Ch = CHORD LENGTH

— RIGHT OF WAY / PROPERTY BOUNDARY
--- ROAD CENTERLINE
--- ADJACENT LINES
--- EASEMENT

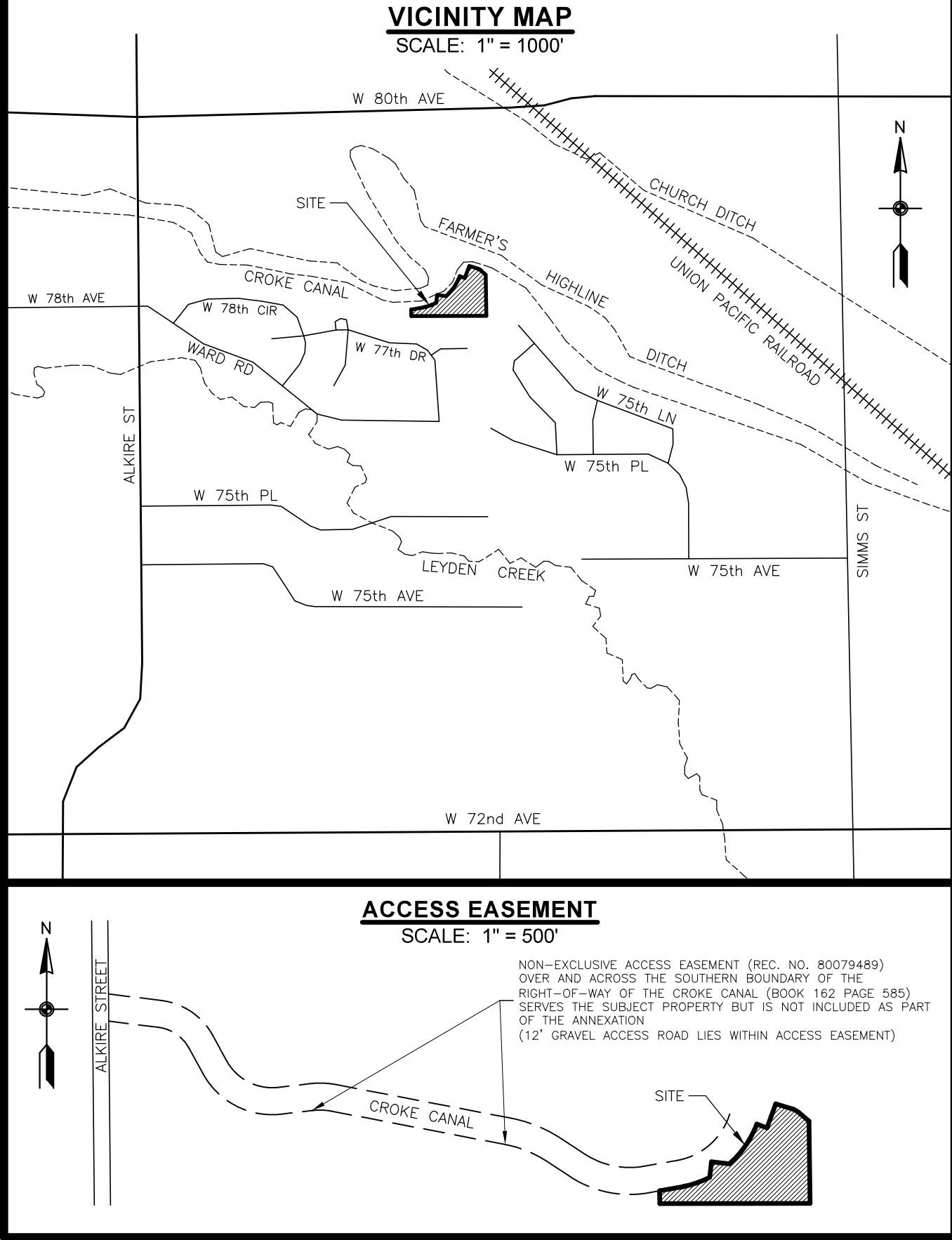
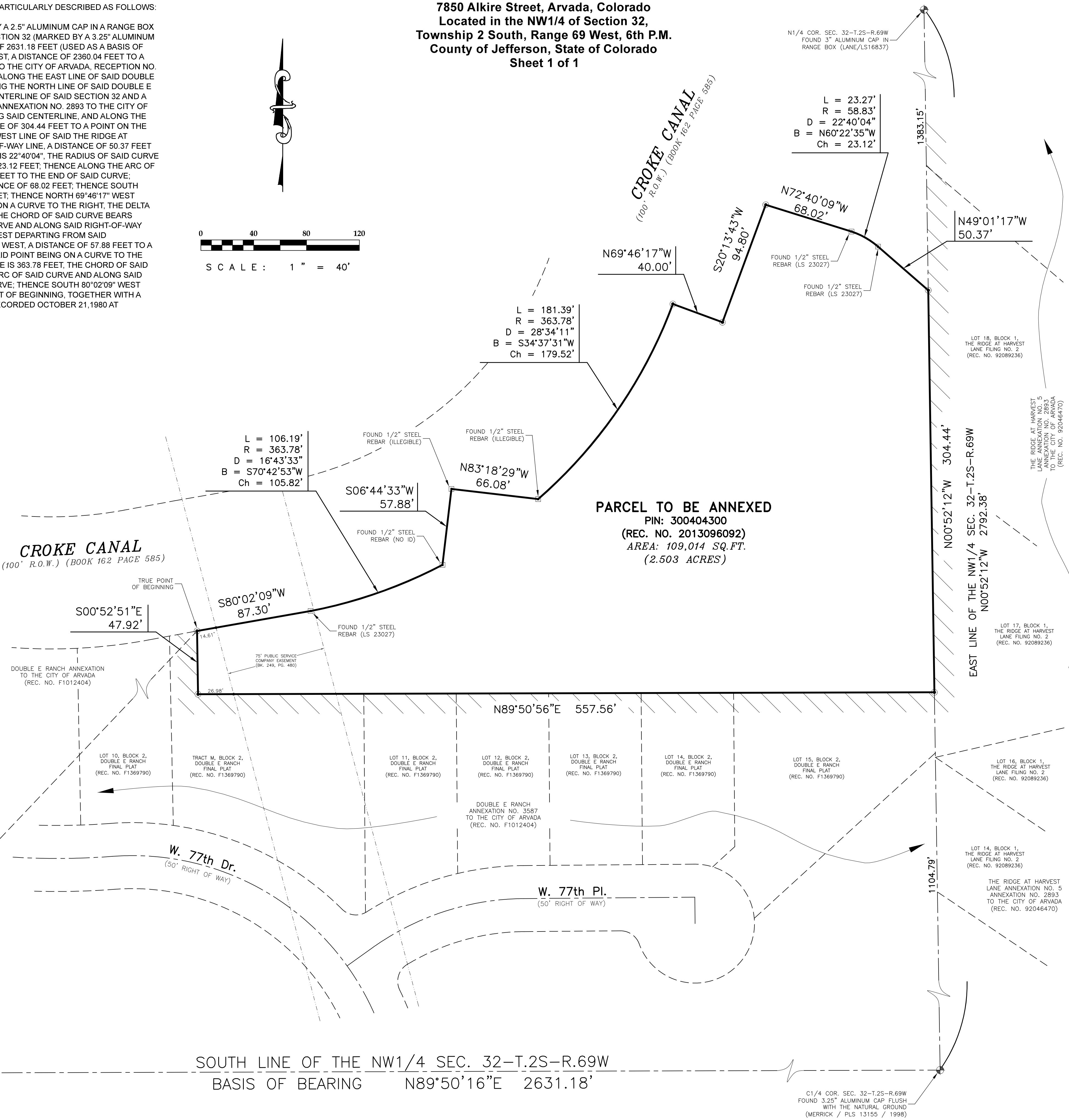
▨ = CURRENT CITY OF ARVADA LIMITS

NOTES:

- THE BASIS OF BEARING SHOWN HEREON AND INCLUDED IN THE LEGAL DESCRIPTION WAS LOCALLY OBTAINED USING A NETWORK GPS AND IS ASSUMED AS THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 69 WEST, BEING N89°50'16"E, AS MEASURED BETWEEN THE MONUMENTS SHOWN. THE WEST 1/4 CORNER MONUMENT IS A 2.5" ALUMINUM CAP (LS 5112) IN A RANGE BOX. THE CENTER 1/4 CORNER MONUMENT IS A 3.25" ALUMINUM CAP (MERRICK/LS 13155/1998).
- ALL DISTANCES AND LENGTHS SHOWN HEREON ARE MEASURED IN DECIMAL U.S. SURVEY FEET, UNLESS OTHERWISE NOTED. ALL ANGLES, BEARINGS AND DIRECTIONAL COURSES ARE MEASURED IN DEGREES, MINUTES AND SECONDS AS DETERMINED FROM THE NEAREST CARDINAL DIRECTION, UNLESS OTHERWISE NOTED.
- THE LEGAL DESCRIPTION SHOWN HEREON WAS WRITTEN BY THE SURVEYOR AND BASED ON A RECENT SURVEY, THE PREVIOUS LEGAL DESCRIPTION WAS RECORDED AT RECEPTION NO. 2013096092.
- THE NON-EXCLUSIVE ACCESS EASEMENT OVER AND ACROSS THE SOUTHERN BOUNDARY OF THE RIGHT-OF-WAY OF THE CROKE CANAL, RECORDED ON OCTOBER 21, 1980, AT RECEPTION NO. 80079489 AND BENEFITTING THE SUBJECT PROPERTY, IS NOT INCLUDED IN THIS ANNEXATION AND IS SHOWN HEREON FOR INFORMATIONAL PURPOSES ONLY.
- ACCORDING TO COLORADO LAW, ANY LEGAL ACTION AGAINST THE SURVEYOR MUST BE COMMENCED WITHIN THREE YEARS OF INITIAL DISCOVERY.

7850 ALKIRE STREET ANNEXATION MAP

7850 Alkire Street, Arvada, Colorado
Located in the NW1/4 of Section 32,
Township 2 South, Range 69 West, 6th P.M.
County of Jefferson, State of Colorado
Sheet 1 of 1



CONTIGUITY STATEMENT

TOTAL PERIMETER OF AREA CONSIDERED FOR ANNEXATION = 1,685.22 L.F.
ONE-SIXTH OF TOTAL PERIMETER = 281 L.F.
PERIMETER OF THE AREA CONTIGUOUS WITH EXISTING CITY LIMITS = 909.92 L.F.
THE TOTAL CONTIGUOUS PERIMETER IS 54%, WHICH EXCEEDS THE ONE-SIXTH AREA REQUIRED.

SURVEYOR'S CERTIFICATE

I, MATTHEW L. HUFFMAN, A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS 7850 ALKIRE STREET ANNEXATION MAP WAS MADE BY ME OR DIRECTLY UNDER MY SUPERVISION, AND THAT IT IS A TRUE AND CORRECT REPRESENTATION OF THE AREA TO BE ANNEXED TO THE CITY OF ARVADA, COLORADO. THE ABOVE DESCRIBED LAND IS CONTIGUOUS TO THE CITY OF ARVADA AND MEETS THE REQUIREMENTS SET FORTH IN COLORADO REVISED STATUTES 1973, 31-12-104(1)(A) THAT ONE-SIXTH OR MORE OF THE PERIMETER TO BE ANNEXED IS CONTIGUOUS WITH THE ANNEXING MUNICIPALITY. THE SURVEY IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

MATTHEW L. HUFFMAN, P.L.S. 38183
LICENSED COLORADO LAND SURVEYOR

APPROVAL CERTIFICATE

APPROVED FOR FILING BY THE CITY OF ARVADA THIS ____ DAY OF ____ 2022.

MAYOR _____ ATTEST: _____ CITY CLERK

ORDINANCE NUMBER _____

CLERK AND RECORDER

RECEPTION NUMBER _____

ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF JEFFERSON COUNTY, AT GOLDEN, COLORADO, ON THIS ____ DAY OF ____ 2022, AT ____ A.M. / P.M.

JEFFERSON COUNTY CLERK AND RECORDER _____ BY: DEPUTY CLERK

PROJECT NUMBER: 3220162007

HUFFMAN SURVEYING
PO BOX 12293
DENVER, CO 80212
(303) 421-5263
www.huffmansurveying.com

PETITION FOR ANNEXATION

NAME OF ANNEXATION: **7850 W Alkire Street Annexation**

APPROXIMATE LOCATION: 7850 W Alkire Street

**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 Annexation 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:
See Attached Exhibit A**

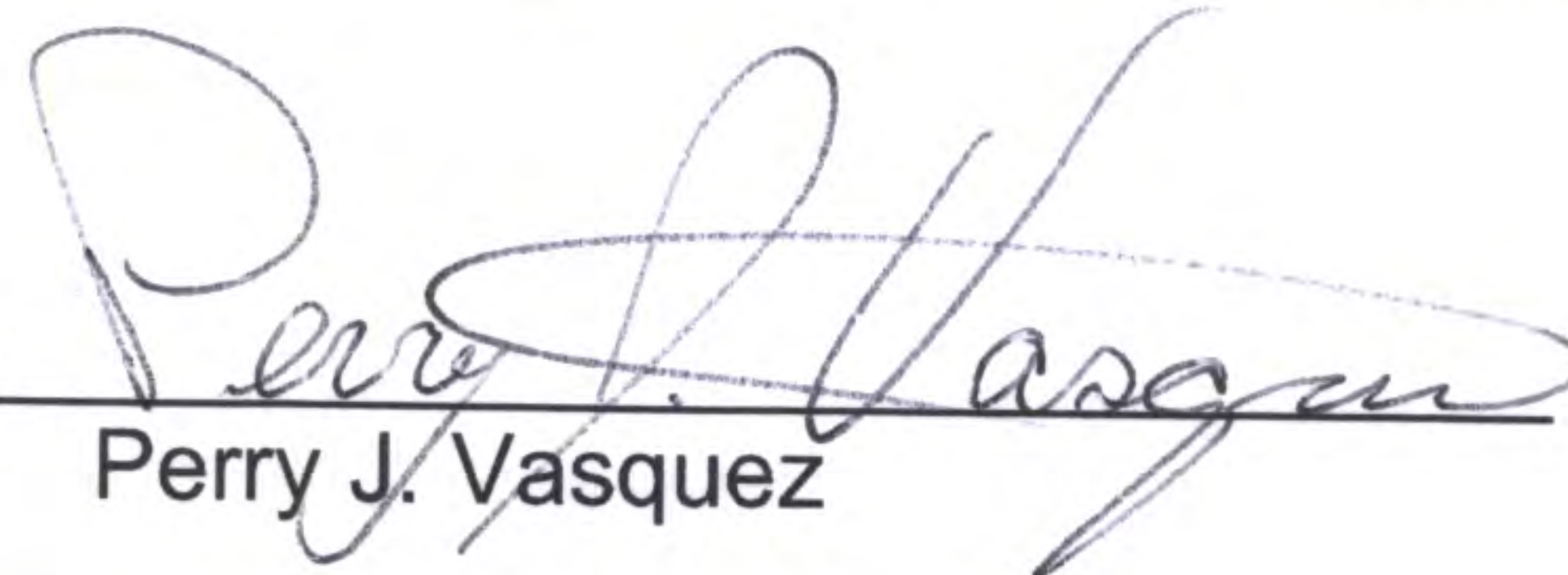
In support of the said Petition, your Petitioner alleges that:

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. Annexation of the area proposed to be annexed will not have the effect of extending the City of Arvada's municipal boundary more than three miles in any direction from any point of such municipal boundary in any one year.
10. No portion of a platted street or alley lies within the boundaries of the area proposed to be annexed, unless the entire width of said street or alley has been included within the boundaries of the area to be annexed.
11. 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 land owned by the annexing municipality.
12. All other requirements of Section 31-12-104 and 31-12-105, C.R.S., exist or have been met.
13. The mailing address of the Signer, the legal description of the land owned by such signer, and the date of signing of such signature are all shown on this Petition.
14. Attached to this Petition is the Affidavit of Circulator of this Petition that the signature hereon is the signature of the person whose name it purports to be.

Your Petitioner(s) further request(s) that the City of Arvada approve the annexation of the area proposed to be annexed, as depicted on the Annexation Map with the indicated ownerships referenced below.

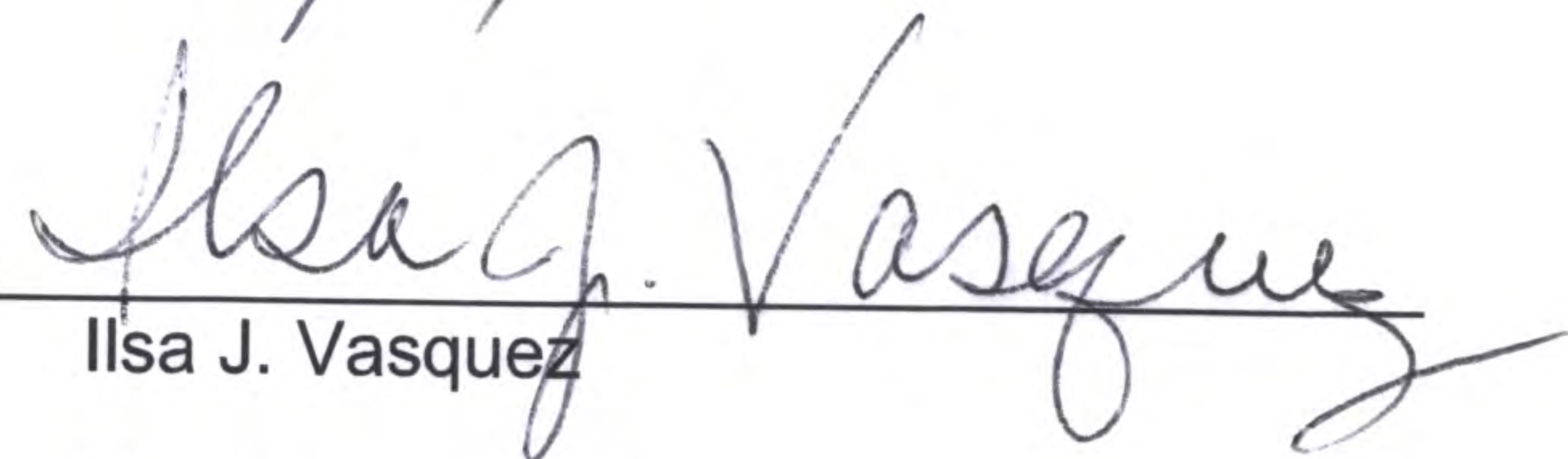
Owner's
Signature:


Perry J. Vasquez

Address : 7850 W Alkire Street

Date of signing: 3/30/2022

Owner's
Signature:


Ilsa J. Vasquez

Address : 7850 W Alkire Street

Date of signing: 3/30/2022

AFFIDAVIT OF CIRCULATOR

STATE OF COLORADO)
COUNTY OF Jefferson)ss.

Cristian A. Vasquez, 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.

[Signature]
Circulator

NOTARY CERTIFICATE

STATE OF COLORADO)
COUNTY OF Jefferson)ss.

Subscribed and sworn to before me this 30 day of March, 2021.

Witness my hand and official seal.



[Signature]
Notary Public

My commission expires: 07/27/2025



7850 ALKIRE ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT ("Agreement") between Perry J Vasquez and Ilsa J. Vasquez ("Owners" and "Annexor"), Mortgage Electronic Registration System, Inc. (MERS) (Citibank, N.A.) as "Deed of Trust Holder," and the City of Arvada, Colorado, a Colorado municipal corporation ("City"), shall be effective upon execution by all applicable parties and immediately upon approval by the City of Arvada as evidence by the approval signature where indicated below.

RECITALS AND REPRESENTATIONS:

WHEREAS, the Owner represents that they are the sole owners of the following described property generally located at 7850 Alkire Street, in the City of Arvada, County of Jefferson, State of Colorado, more fully described as follows:

See attached Exhibit A - Legal Description ("Property").

WHEREAS, the Annexor desires to annex the Property to the City, and to that end has filed a Petition for Annexation of the Property into the City, pursuant to the Colorado Municipal annexation Act, C.R.S. 31-12-101, et seq.; and

WHEREAS, the City wishes to control its growth in a planned and orderly fashion, maintaining the improvements and the quality of life and the City's ability to provide and enhance environmental amenities, services, and local opportunities for its citizens; and

WHEREAS, one single family home currently exists on the Property and the Annexor is requesting annexation for the purpose of connecting to City water and sewer services. The Annexor's development and construction plans include the installation of certain public and private infrastructure may include, but not necessarily be limited to, sanitary sewer facilities, water line facilities, storm drainage facilities, roadway and emergency access improvements, walks, and landscape improvements, more particularly shown on City Job No.DA2020-0106.

WHEREAS, the Annexor has submitted to the City a proposed Site Plan/construction plans for the Property, which include a final site plan, final utility plan, grading plans, trail and utility easements and other supporting documentation for the development thereof. The Site Plan, construction plans, and other supporting documents, as approved by the City, are public records on file and available for review at the City of Arvada City Hall, 8101 Ralston Road, Arvada, Colorado. These approved plans and associated documents, are also incorporated into this Agreement for all purposes including illustration and interpretation of the terms and conditions of this Agreement, and may herein be referred to collectively as the "Final Plans".

WHEREAS, the parties hereto understand and agree that the intent of this Agreement is to establish obligations and responsibilities with respect to the development of the Property in accordance with the Final Plans, said obligations and responsibilities being covenants that run with the Property, encumbering such and governing the development thereof. The Annexor shall be affirmatively bound to satisfy all of the obligations and responsibilities set forth herein (including the construction of public improvements).

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements of the parties, the approval by the City of Arvada of the Final Plans for the Property, the dedication of certain land and/or easements to the City and other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged by the parties, the parties hereto agree as follows:

1. PLAN AND AGREEMENT APPROVALS: The Annexor, upon approval of the Final Plans for the Property, shall electronically submit the Site Plan to the Director of Community and Economic Development for final approval. No construction may occur on or associated with the Property and no building permits may be issued until construction documents for all required improvements are submitted and approved by the City Engineer. Said construction plans shall meet the approval of the City and the proposed development shall be constructed according to the Final Plans. No approval of the public or private improvements as referenced in the construction plans conferred by this Agreement and approval shall be independently made by the City Engineer following the City Engineer's determination that the plans meet the applicable City engineering specifications, commonly accepted engineering practices, and all applicable codes, ordinances, and State, Federal and local laws.

2. CODE COMPLIANCE: The Annexor shall comply with all codes, ordinances, and rules and regulations of the City. Development of the Property shall also be in conformance with all aspects of the Final Plans and shall be completed prior to obtaining City water and sewer services. This shall include, installation of utility lines, recordation of applicable easements, restoration of the site, and all other requirements of the Final Plans and applicable City codes, ordinances, and rules and regulations.

3. PAYMENT OF FEES: The Annexor shall pay all fees and other charges in a timely manner as required by the City, including but not limited to building permits, inspection fees, tap fees, drainage fees, park and school dedication and development fees, and departmental review fees imposed by the City by ordinance, rule, resolution, motion, or by the terms and conditions of this Agreement. Unless otherwise agreed to by the City, the Annexor's payment of fees and charges specified by this Agreement shall be made in the form of certified funds, cashier's check, or cash delivered to the City of Arvada, Municipal Building, 8101 Ralston Road, Arvada, Colorado 80002. The City shall not accept personal or business checks or drafts not certified by a financial institution as payable.

4. FIRE DISTRICT APPROVALS: The Annexor shall address all of the comments noted in the referral responses, including any requirements for fire hydrants, emergency access lanes, and fire lane signage, and shall obtain approval from the Fire Protection District having jurisdiction prior to issuance of each building permit and certificate of occupancy (as applicable) for the Property.

5. CONSTRUCTION PHASING: The Annexor shall submit a construction-phasing plan, which illustrates the phasing of the public and private improvements for the entire Property with the submittal of construction plans for review.

6. CONTRACTOR LICENSING: Before proceeding with work contemplated herein, the Annexor shall ensure that all contractors and/or subcontractors it employs be licensed by the City before the contractor and/or subcontractor may commence work on any improvements associated with development of the Property. The Annexor shall be responsible for ascertaining the status of any contractor or subcontractor to be utilized in the development of the Property, with respect to any uncorrected deficiencies in that entity's previous, unrelated work within the City or its outstanding omissions related to such work including, but not limited to, failure to: (i) submit as-built construction plans, (ii) complete the process of placing public improvements under warranty (iii) submit tax certifications, (iv) submit test records.

7. DEVELOPMENT IMPROVEMENTS: The Annexor shall, at its own expense, design, furnish, construct, and install the public and private improvements in accordance with the plans and specifications approved by the City of Arvada, Colorado (City Job No. DA2020-0106). These improvements may include, but not be limited to, construction of all public/private streets, driveways, water lines and mains, sewer lines and mains, and landscaping within and adjacent to the Property in accordance with the approved Final Plans for the Property and with the requirements of the LDC. The public improvements must be completed prior to issuance of the first building permit for the Property unless specified differently.

The City may request, and the Annexor shall provide at the Annexor's cost, documentary evidence satisfactory to the City that any public right-of-way, easement, or other real property dedicated, conveyed, acquired, devised, or granted to the City are free and clear of encumbrances which, in the sole opinion of the City, defeat, limit, or impede the City's ability to use the relevant property as intended. The Owner and Annexor acknowledge that no construction may occur and no building permits may be issued until construction documents for all required improvements are submitted and approved by the City Engineer.

8. FUGITIVE DUST AND EROSION CONTROL: The Annexor shall meet all requirements and obligations imposed by the State of Colorado, County of Jefferson, and the City concerning management of stormwater runoff and fugitive dust, and shall comply with all Federal, State, County, and City requirements governing the stormwater conveyances, detention ponds, fugitive dust, and requirements associated with permits issued for erosion and sediment control on the Property. The Annexor shall provide a copy of all State and County permits acquired to Arvada's Stormwater Program prior to commencement of any earth disturbance work associated with the Property. Further, the Annexor shall fully comply with the applicable sections of the City's Site Development Permit Ordinance, Chapter 50, Sections 50-70 through and including 50-79 of the Arvada City Code, including the requirement to install and maintain best management practices to reduce soil erosion and control sediment generated by development of the Property. Compliance by the Annexor with such ordinance shall be a pre-condition of obtaining building permits or certificates of occupancy. The City may deny or revoke any permit issued to the Annexor in the

event that the Annexor is non-compliant with City requirements. The Annexor shall also follow any new standards that the City may adopt for erosion and sediment control and fugitive dust due to changes in State and Federal requirements or drought conditions.

9. RIGHTS-OF-WAY: The Annexor shall comply with all applicable provisions of Chapter 78, Article V of the Arvada City Code, entitled "Rights-of-Way."

10. STREET IMPROVEMENTS AND MAINTENANCE: The Annexor shall maintain, in a reasonable, suitable and proper condition for travel, ingress and egress, all streets and access ways included within the Final Plans for the Property until they are completed and accepted for maintenance by the City. The Annexor shall take all steps necessary to limit and prevent the accumulation of, and to remove mud, sediment, dirt, trash, and other debris that is tracked, blown, or otherwise carried onto public property or off-site onto private property during development. Such obligation shall continue until all development associated with the Property is complete and improvements accepted by the City for maintenance. If the Annexor fails to remedy any conditions caused or generated by the development as contemplated herein within 24 hours of oral or written notice by the City, the City may enter the property, streets and public ways to remedy such conditions. The Annexor shall pay the City for any and all costs incurred by the City in remedying such conditions. Payment of said costs shall be made prior to the City's issuance of additional building permits or certificates of occupancy for all or any part of the development, or immediately upon request from the City, whichever is sooner. The City may limit, deny or revoke building permits or certificates of occupancy until such time as costs incurred, pursuant to this Agreement, are paid in full. Nothing herein shall obligate the City to remedy such conditions or shall limit the City in its selection of the method or manner of remedy, including but not limited to contracting with an individual or company to remedy such conditions. The Annexor shall also replace any broken, damaged, or settled concrete that fronts any lot associated with this development as deemed necessary by the City, prior to the issuance of the final certificate of occupancy on the Property.

11. INSTALLATION OF PARKING AND HARD SURFACE ACCESS: The Annexor shall install, sign and stripe all parking and hard surface areas within the Property, as illustrated on the Final Plans and in conformance with the LDC prior to the issuance of any certificate of occupancy for the Property. The Annexor shall comply with "Interpretation of Hard Surface Areas," Arvada City Code, Chapter 94, Section 94-64 and with the LDC.

12. UNDERGROUNDING OVERHEAD UTILITIES: The Annexor shall be responsible for undergrounding existing overhead utilities in conformance with the LDC. Any required improvements must be completed prior to the issuance of the first certificate of occupancy within the Property and shall be completed at no cost to the City.

13. PUBLIC UTILITY FEES: The Annexor shall pay all installation charges for lighting, electric and gas required by Public Service Company/Xcel Energy for development of the Property.

14. WATER RIGHTS: Chapter 102, Article II, of the Arvada City Code requires that all Property annexed into the City, must convey any tributary water rights appurtenant thereto to the City of Arvada. The Annexor of the Property has declared that no water rights are associated with the

Property. Should it be determined otherwise, the Annexor shall be required to comply with the conveyance requirements of the Arvada City Code. In addition, the City, upon annexation, will not acquire, or require conveyance of, existing well water rights, but shall have a right of first refusal to have such rights conveyed to the City, pursuant to the Arvada Land Development Code, in the event the Annexor, or its successors or assigns, desires to convey such rights to any party other than a subsequent purchaser of the landowner's lot(s) upon which the well is situated.

15. TRAIL EASEMENT: The Annexor shall be responsible for dedicating a trail easement over a portion of the Property as specified by the City prior to issuance of permits for Utility improvements on this site

16. INSTALLATION OF LANDSCAPING: The Annexor acknowledges that the City has adopted in the past, and may in the future, adopt water restrictions which impact the viability of installing and maintaining the landscaping as illustrated on the approved landscape plans for the Property. Those watering restrictions may prohibit or qualify the installation of trees, shrubs, new seed, and/or sod for irrigated turf areas. In the event of such prohibition, the Annexor shall deposit funds with the City for escrow in an amount equal to 110% of the estimated cost of improvements not installed due to the prohibition, including, but not limited to irrigated turf areas, trees, shrubs, mulch, edger, and weed barrier. Upon expiration of water restrictions, the Annexor shall complete installation of the remaining improvements in accordance with the Final Plans for the Property, within 90 days. During any restrictions, the City still encourages the installation of trees and shrubs, if they are drip irrigated or hand watered. However, the City may not have any water available for the irrigation of these landscape materials installed at that time. If the Annexor proceeds with the installation of any plantings at that time, it is done at the Annexor's sole risk.

Installation of irrigation systems and other hard surface areas (such as fencing, playground equipment, covered shelters, or other such amenities) shall be completed by the Annexor, at its sole expense, prior to the issuance of the first certificates of occupancy within the Property, unless the improvements have been delayed due to reasons beyond the Annexor's control, such as adverse weather conditions. The Annexor shall deposit funds with the City for escrow in an amount equal to 150% of the estimated cost of the remaining hard surface site elements (including irrigation systems, fencing and other elements as noted above) that are not installed prior to issuance of certificates of occupancy. During periods of time when no water restrictions are in effect, the Annexor shall deposit funds with the City for escrow in an amount equal to 150% for all improvements not completed prior to issuance of a certificate of occupancy. A landscape contractor, acceptable to the City, shall make a determination of the estimated cost of improvements. The City, at its sole discretion and upon the City's rejection of an estimate provided by the Annexor, may obtain an estimate of the costs of landscaping. Such estimate shall be binding upon the Annexor in determining the amount of funds to be escrowed for purposes of this paragraph.

The City shall release its interest in the escrowed funds only upon completion of all landscaping obligations by the Annexor and approval of such by the City. In the event that the Annexor defaults upon its obligations as specified in this paragraph, following the escrow of funds, the City may apply all funds toward the completion of the Annexor's landscaping obligations. For the purpose of applying such funds toward the completion of the Annexor's landscaping obligations,

"completion" shall mean and include the cost of labor, materials, contract management, and administration. The City shall refund the escrowed funds not applied to completion of landscaping required by the final landscape plan upon application and verification of entitlement. The method and manner in which the City elects to undertake and complete the landscaping obligations of the defaulting Annexor shall be within the sole discretion of the City; provided, however, that nothing herein shall obligate the City to install or complete the landscaping improvements and nothing herein shall prevent, prohibit, or limit the remedies available to the City to enforce the Annexor's obligations under this paragraph.

17. FORCE MAJEURE: Any delays in or failure of performance by any party of their respective obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, pandemics, 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, and which are agreed to by the parties as justifying delay.

18. WAIVER: A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

19. BINDING EFFECT: The parties hereto agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns thereof and shall constitute covenants running with the Property. In the event that all or part of the Property is sold, transferred, or otherwise conveyed to additional or multiple parties, all owners and developers shall be jointly and severally responsible for the obligations of the Owner and Annexor as set forth in this Agreement.

20. SEVERABILITY/AMENDMENT: Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement. This Agreement may be amended only by an instrument in writing signed by all parties.

21. NO THIRD PARTY BENEFICIARIES: It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City, the Owner, and the Developer, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third person on such Agreement.

22. GOVERNING LAW AND ENFORCEMENT: The laws of the State of Colorado shall govern this Agreement. The parties agree and acknowledge that this Agreement may be enforced at law or in equity. In addition to any other available remedies, it is understood and agreed that the City may withhold or revoke any permits or certificates, including but not limited to building permits and certificates of occupancy, for the Property or for any structure or lot within this development in the event of a breach of this Agreement by the Owner or Annexor.

23. ATTORNEYS' FEES: If the Owner and/or the Annexor breach(es) this Agreement, then they shall pay the City's reasonable costs and attorneys' fees incurred in the enforcement of the terms, conditions, and obligations of this Agreement.

24. PARAGRAPH CAPTIONS: The captions of the paragraphs are set forth only for the convenience and reference of the parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

25. RECORDATION FEES: The City of Arvada shall record this Agreement and any approved subdivision plat for the Property (as applicable) with the Clerk and Recorder's office of the appropriate county per the provisions of the LDC. Prior to recordation, the Annexor shall provide the City with an updated title commitment to ensure that all appropriate parties in interest sign this Agreement. Prior to recordation, the Annexor shall also pay all costs associated with recordation of these items with the County Clerk and Recorder.

26. INCORPORATION OF EXHIBITS: Unless otherwise stated in this Agreement, exhibits referenced in this Agreement shall be incorporated into this Agreement for all purposes. Reference to "Job Numbers" or "Project Numbers" in this Agreement is a reference to Final Plans and documentation which is retained as a public record on file and available for public inspection and review upon request at the City of Arvada, Municipal Building, 8101 Ralston Road, Arvada, Colorado. Such Final Plans and documentation filed with the City, approved by the City and noted within this Agreement are hereby incorporated into this Agreement for all purposes.

27. REVIEW OF REFERENCED DOCUMENTS: The Owner and Annexor hereby understand and acknowledge that the public documents referenced in this Agreement, including but not limited to the Arvada City Code, LDC, Engineering Specifications, and Design Guidelines were, prior to the execution of this Agreement, and are presently, available for review and inspection at the Arvada Municipal Building, 8101 Ralston Road, Arvada, Colorado, from 8:00 a.m. through 5:00 p.m., Monday through Friday.

28. FAILURE OR DELAY OF THE PROJECT: The parties agree that the Annexor's and/or Owner's remedies in the event of an alleged or actual breach by the City are expressly limited to specific performance or injunctive relief, and the Annexor and/or Owner are expressly precluded from seeking monetary damages from the City, including but not limited to remedial, compensatory, punitive or consequential damages, including economic damages and lost profits. The Annexor and/or Owner shall not claim that if the City delays the development project (for example, failure to inspect completed infrastructure within ten days of notice) as grounds to assert that the City slowed the development down or interfered with it and caused it to fail, and therefore the City will not be liable for the Annexor's failed development and any and all the Annexor's and/or Owner's monetary losses associated with such failure. This section shall survive the expiration or earlier termination of this Agreement.

29. INDEMNIFICATION AND HOLD HARMLESS: The Owner and Annexor shall indemnify, hold harmless, release and discharge the City of Arvada and the City's officers, employees, agents, and contractors from all liability, claims, and demands, including reasonable

attorneys' fees and court costs, which arise out of or are in any manner connected with or related to the approval of the Final Plans for the Property. This section shall survive the expiration or earlier termination of this Agreement.

30. DEED OF TRUST HOLDERS INTERESTS AND RESPONSIBILITIES: This Agreement is intended to control development of the Property. Execution of this Agreement by the Deed of Trust Holder signifies its consent to the Agreement, but does not obligate the deed of Trust Holder to perform any of the Agreement's terms except as otherwise provided for herein unless the Deed of Trust Holder assumes development of the Property and then only (1) as a condition precedent to the issuance of building permits for the construction of improvements on the subject property, and/or the issuance of certificates of occupancy, as the case may be, or (2) if a public improvement, required to be constructed as a term and condition of the Agreement is only partially constructed at such time as deed of Trust Holder assumes development responsibilities for all or a portion of the Property, and failure to complete the construction of such public improvement would endanger the public health, safety, or welfare, in which case the deed of Trust Holder shall be required to complete only so much of the public improvement as is necessary to eliminate the danger to the public health, safety, and welfare.

31. NOTICES: Any notice or communication required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing, to the other party or parties. Such notice shall be deemed to have been given when deposited in the United States Mail or mail service such as Federal Express, United Parcel Service, etc. Such notice or communications shall be given to the parties at their addresses set forth below:

City:

City of Arvada

8101 Ralston Road
Arvada, CO 80002

Owners/Annexor:

Perry J. Vasquez and Ilsa J. Vasquez

7850 Alkire Street
Arvada, CO 80005

Deed of Trustholder

Mortgage Electronic Registration System, Inc. (MERS)
P.O. Box 2026
Flint, MI 48501-2026

(Remainder of this page left intentionally blank)

DATED THIS ____ DAY OF _____, 2022.

CITY OF ARVADA, a Colorado Municipal
Corporation

Marc Williams, Mayor

ATTEST:

APPROVED AS TO FORM:

For Rachel A. Morris, Attorney

City Clerk

OWNERS/ANNEXOR

By: _____
Perry J. Vasquez

Ilsa J. Vasquez

STATE OF _____)
) ss.
COUNTY _____)

The foregoing was acknowledged before me this _____ day of _____ 2022, by Perry J. Vasquez and Ilsa J. Vasquez as Owner's/Annexor.

Notary

My Commission Expires:

DEED OF TRUST HOLDER
MortgageElectronic Registration System, Inc. "MERS"
001123658850 Citibank, N.A., a National Banking Association

By: _____ for Citibank, N.A.
_____ As _____
(Representative's Name) as (Position/title)

STATE OF _____)
_____) ss.
COUNTY _____)

The foregoing was acknowledged before me this _____ day of _____ 2022, by
_____ as _____ of Mortgage Electronic Registration System, Inc.
(Representative's Name) (position/title)

Notary

My Commission Expires:

City of Arvada
Community and Economic Development Department
PUBLIC HEARING STAFF REPORT

7850 Alkire Annexation
Annexation and Rezoning
DA2020-0106

NATURE OF REQUEST

The Vasquez family is seeking to annex their property located at 7850 Alkire Street into Arvada for the purpose of obtaining water and sewer service from the City. The property is currently in unincorporated Jefferson County with P-D (Planned Development) zoning. The proposed zoning designation is RN-32.5 (Residential Neighborhood 32.5).

LOCATION AND HISTORY

The 2.5 acre parcel is located east of Alkire Street, between the Croke Canal and the Double E Ranch subdivision. One single family home is located on this triangular-shaped property. The site is sandwiched between the Croke Canal on the north and the Double E Ranch subdivision to the south. Access to the property is from Alkire Street to the west via the Croke Canal maintenance road or from W. 77th Drive to the south up a steep grade through an open space Tract in the Double E Ranch subdivision. When Double E Ranch was developed a number of years ago, the Finley family were the owners of this annexation parcel and plans were made to allow for water and sewer connections across the Double E open space tract. Water and sewer service is currently provided by well and septic. However, due to concerns about the long term availability of these services, the Vasquez family is seeking to connect to City water and sewer lines in W. 77th Drive. The construction plans for these improvements are currently being reviewed through the administrative development review process. No additional development is proposed at this time.

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.

A neighborhood meeting was held on October 16, 2019 and attended by one representative from the Double E Ranch subdivision to the south. The applicants and City team members have worked with the homeowners association (HOA) to coordinate construction improvements for the water and sewer connections and site restoration. No outstanding HOA concerns remain regarding this annexation request.

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 has provided an affidavit of mailing verifying that this requirement has been met.

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 stating that records show no mineral; right owners are associated with this property pursuant to Colorado Revised Statute 24-65.5-103.

DEVELOPMENT REVIEW TIMELINE

This annexation and rezoning request was first submitted on October 9, 2020 and has been through six rounds of review. A number of design issues related to the construction plans for the water and sewer lines required the additional reviews.

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. This annexation request is in alignment with the Community and Economic Development principles of the City Council Strategic Plan by using the Arvada Comprehensive Plan to guide development and land use decisions for livable communities.

ZONING AND LAND USE

The subject property is currently zoned P-D (Planned Development) in Jefferson County and is approximately 2.5 acres in size.

Surrounding properties are zoned and utilized as follows:

Direction	Zoning	Actual Use
North & West	A-2 (Agriculture Two) in Jefferson County	The Croke and Farmers Canals and large lot residential properties
East & South	PUD	The Ridge at Harvest Lane and Double E Ranch single family subdivisions

PROJECT ANALYSIS

Annexation

Annexations require one-sixth contiguity. This property is bordered by the City of Arvada on the south and the east with the Double E Ranch and Ridge at Harvest Lane subdivisions. As such, the contiguity requirement has been met. As noted above, the purpose of this annexation request is to obtain City of Arvada water and sewer services.

Compliance with the Comprehensive Plan

The Arvada Comprehensive Plan designates this site as LDR (Low-Density Residential) and the proposed RN zoning is in compliance with that designation.

Setbacks

The site has one existing single family home that is located over 90 feet from the front lot line while the Land Development Code (LDC) requires a minimum front setback of 30 feet. The property survey also shows that the home is 17 feet from the rear lot line and 14.46 feet from the side lot line where the LDC requires a minimum of 15 feet from both. While the side setback (adjacent to the Croke Canal) is slightly less than the minimum required by the LDC, the property will be considered legal non-conforming.

Building Height

The proposed RN32.5 zoning designation has a maximum building height of 35 feet. The existing home is a two story structure and that complies with this maximum height limit.

Parks and Schools

The existing home was already in the Jefferson County R-1 School District and since no new units are proposed, no school dedication will be required. However, since this home was not in the City, park dedication has not been previously provided. As such, cash-in-lieu will be required to satisfy the park dedication requirements for this property. These fees must be paid prior to approval of the administrative construction plans associated with this project as noted in the recommended condition of approval.

Grading and Drainage

The property drops in grade from north to south and the only grading intended at this time will be that associated with the construction of the water and sewer lines. The 2.5 acre property has one single family home and is covered with native vegetation. Due to the existing structure and the limited nature of the proposed improvements, no detention will be required.

Utility Services

Water and sewer service will be provided to this site by the City of Arvada. Service lines will need to connect south to main lines in W. 77th Drive. Access to W. 77th Drive will be across an open space tract within the Double E Ranch subdivision. Agreements were put in place for this connection by the previous property owners when the Double E Ranch subdivision was first developed. In addition, the applicant and the Arvada team have been working with the Double E HOA to ensure that the open space tract is restored following the planned utility improvements.

Police and Fire Protection

Arvada Fire Protection District currently provides fire protection services for this property which will remain as such. Police protection will be provided by City of Arvada. No outstanding concerns exist regarding these services.

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. 8-3-3 Annexation and Disconnection Approval Criteria	Finding	Rationale
1. The annexation is in accord with the Comprehensive Plan and the best interests of the City would be served by annexation of such property.	Complies	The LDR designation is intended for larger lot rural residential uses such as this.
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	Proposed improvements are very limited for this site. The planned utility connections will be in conformance with applicable code provisions.
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	Existing City infrastructure has the capacity to serve this single family home.

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	Complies	As noted above, this rezoning request is in conformance with the LDR designation of the

plan, or reflects conditions that have changed since the adoption of the Comprehensive Plan.		Comprehensive Plan.
2. The intended land use is consistent with the stated intent of the proposed zoning district.	Complies	The RN32.5 zone district is intended for larger single family residential properties at least 32,500 square feet in size.
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	Fire service will continue as currently provided. Extension of the utility service lines for this home will allow for water and sewer services to be provided.
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 existing single family home will have no adverse impacts to the surrounding area.
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 existing single family home is consistent with the adjacent suburban single family homes in the Double E Ranch and Ridge at Harvest Lane Subdivisions as well as the larger rural residential lots in Jefferson County to the north.

STAFF RECOMMENDATION

Based upon project analysis and review of the Land Development Code approval criteria, staff recommends approval of this annexation and rezoning request.

If the Planning Commission finds that a recommendation to approve the 7850 Alkire Annexation is supported by the approval criteria, then staff recommends that the following conditions be made part of the approval:

1. Prior to approval of the administrative construction plans associated with this project, the fees-in-lieu for park dedication must be paid.

The Planning Commission may recommend denial of the request(s) if it cannot make affirmative findings of the approval criteria stated above.

Minutes for Neighborhood Meeting

Project Name: Vasquez Annexation

Property Location: 7850 Alkire Street

Application Summary: The property owner of 7850 Alkire Street is wanting to annex into the City of Arvada for the purpose of obtaining water and sewer services from the City. This property is located north of the Double E subdivision, east of Alkire Street and south of Croke Canal.

Meeting Date: October 16, 2019

Location: Standley Lake Library

Time: 5:00 PM

Project Representative: Perry & Ilsa Vasquez

Arvada Staff Contact: Linda Hoover

Minutes

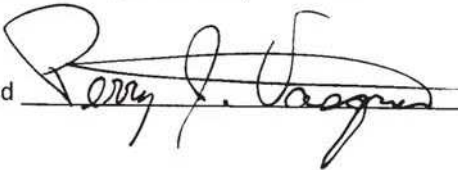
The meeting was attended by Perry & Ilsa Vasquez, Linda Hoover and a representative from the Double E Development Homeowners Association.

All attendees introduced themselves and the purpose of the meeting was explained

The HOA representative asked about the process, which was explained by Linda Hoover, the Arvada representative.

After the explanation was given no other questions were asked.

Perry & Ilsa provided some information about the history of the property and the meeting was adjourned at approximately 5:50 PM.

Signed  Perry J. Vasquez Dated 10/17/2019

7850 ALKIRE ANNEXATION PETITION

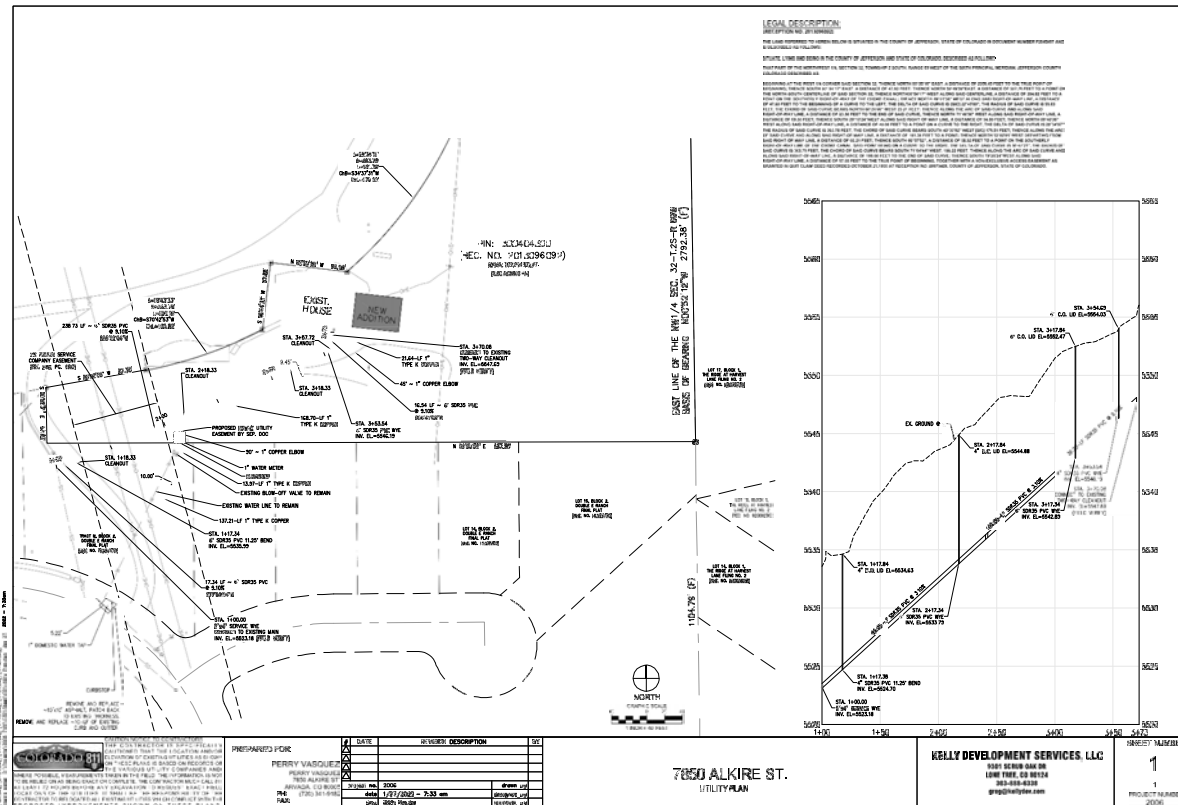
Perry & Ilsa Vasquez
7850 Alkire Street, Arvada, CO 80005

Reason:

To connect to Arvada water and sewer system

[illegible]

Utility Plan



**SYNOPSIS OF PLANNING COMMISSION ACTION ON ANNEXATION AND REZONING FOR
7850 ALKIRE ST.
April 19, 2022**

An Ordinance Annexing Certain Land Within the City of Arvada for 7850 Alkire St. a 2.5-acre Parcel of Land, approximately located at 7850 Alkire St.

An Ordinance zoning certain land in the City of Arvada for 7850 Alkire St. a 2.5-acre Parcel of land from Jefferson County P-D (Planned Development) to the City of Arvada RN-32.5 (Residential Neighborhood 32.5) and Amending the Official Zoning Maps of the City of Arvada, Colorado, generally located at 7850 Alkire St.

Mr. Owens opened the public hearing and asked staff if required documents were in order

Ms. Hoover entered into the record the staff report dated April 19, 2022, affidavit of Public Hearing Notice, and sign-posting log.

Mr. Owens asked staff for an introduction to the case.

Ms. Hoover explained the project and surrounding area.

Perry Vasquez, 7850 Alkire St., applicant, explained the reasoning for annexing and the request for city water and sewer service.

Mr. Owens opened the hearing for comments from the public.

PUBLIC COMMENT

None.

IN FAVOR

None.

IN OPPOSITION

None.

There being no one wishing to speak. Public Comment was closed.

APPLICANT REBUTTAL

Not necessary.

Mr. Owens closed public comment.

QUESTIONS FROM THE COMMISSION

Mr. Knapp asked staff to elaborate on the request for zoning of RN-32.5 as opposed to RA.

Ms. Hoover stated that the RN-32.5 is a low-density zoning and staff felt it would be a better fit for the future.

Mr. Knapp asked staff if the applicant will be required to pay the fees in lieu.

Ms. Hoover stated that they will be required to pay fees in lieu during the site plan process.

Mr. Knapp asked staff if the city preferred the annexation for wastewater access opposed to approving a new septic tank.

Ms. Hoover stated it is strongly preferred for the applicant to annex into the city for water and wastewater.

Mr. Stachelski explained that the City is not entertaining policy to allow access to water and wastewater without annexing into the city. He stated the Utilities team would prefer properties to be on City wastewater due to possible impact of groundwater.

Mr. Gay asked staff if there would be a change in status to the access easement on the property.

Ms. Hoover stated that the easement is on property owned by Croke Canal and it is only used by the applicant for access. The status of this easement will not change as a result of this request.

MOTION:

It was moved by Ms. Connell that Annexing Certain Land Within the City of Arvada for 7850 Alkire St. a 2.5-acre Parcel of Land, approximately located at 7850 Alkire St., be recommended to City Council for approval subject to the condition stated in the staff report, Item 1 Page 5. This motion is based on the findings of fact and approval criteria on Page 4 of the staff report.

DISCUSSION OF MOTION

None

Those voting Yes: Knapp, Magee, Griffith, Owens, Connell, Gay, Hannan

Those voting No: None

Those absent: None

The motion carried 7-0.

MOTION:

SYNOPSIS OF MINUTES APRIL 19, 2022

It was moved by Ms. Connell that the zoning of certain land in the City of Arvada for 7850 Alkire St. a 2.5-acre Parcel of land from Jefferson County P-D (Planned Development) to the City of Arvada RN-32.5 (Residential Neighborhood 32.5) and Amending the Official Zoning Maps of the City of Arvada, Colorado, approximately located at 7850 Alkire St., be recommended to City Council for approval subject to the condition stated in the staff report, Item 1 Page 5. This motion is based on the findings of fact and approval criteria on Page 4 and 5 of the staff report.

DISCUSSION OF MOTION

Mr. Griffith stated he will be supporting the motion

Those voting Yes: Knapp, Magee, Griffith, Owens, Connel, Gay, Hannan

Those voting No: None

Those absent: None

The motion carried 7-0.



REPORT TO CITY COUNCIL PUBLIC HEARING

AGENDA ITEM
10.E.

TO: THE HONORABLE CITY COUNCIL

DATE: June 6, 2022

SUBJECT: CB22-056, An Ordinance Zoning Certain Land in the City of Arvada for 7850 Alkire Street a 2.5 acre parcel of land from Jefferson County P-D (Planned Development) to City of Arvada RN-32.5 (Residential Neighborhood 32.5) and Amending the Official Zoning Maps of the City of Arvada, Colorado, approximately located at 7850 Alkire Street (Ordinance No. 4803)

Report in Brief

The Vasquez family is seeking to annex their property located at 7850 Alkire Street into Arvada for the purpose of obtaining water and sewer service from the City. The property is currently in unincorporated Jefferson County with P-D (Planned Development) zoning. The proposed zoning designation is RN-32.5 (Residential Neighborhood 32.5).

The Arvada team recommends that the City Council approve CB22-056, an ordinance Zoning Certain Land in the City of Arvada for 7850 Alkire Street a 2.5 acre parcel of land from Jefferson County P-D (Planned Development) to City of Arvada RN-32.5 (Residential Neighborhood 32.5) and Amending the Official Zoning Maps of the City of Arvada, Colorado, approximately located at 7850 Alkire Street on final reading, numbered 4803 and ordered published by title only.

Financial Impact

There is no financial impact associated with the proposed action.

Background

The 2.5 acre parcel is located east of Alkire Street, between the Croke Canal and the Double E Ranch subdivision. One single family home is located on this triangular-shaped property. The site is sandwiched between the Croke Canal on the north and the Double E Ranch subdivision to the south. Access to the property is from Alkire Street to the west via the Croke Canal maintenance road or from W. 77th Drive to the south up a steep grade through an open space tract in the Double E Ranch subdivision.

When Double E Ranch was developed a number of years ago, the Finley family were the owners of this annexation parcel and plans were made to allow for water and sewer connections across the Double E open space tract. Water and sewer service is currently provided by well and septic. However, due to concerns about the long term availability of these services, the Vasquez family is seeking to connect to City water and sewer lines in W. 77th Drive. The construction plans for these improvements are currently being reviewed through the administrative development review process. No additional development is proposed at this time.

Discussion

The Community and Exconomic Development team completed the following analysis of the Zoning and Rezoning criteria associated with the proposed action.

Div. 8-3-4 Zoning and Rezoning Approval Criteria	Finding	Rationale
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SUBJECT: CB22-056, An Ordinance Zoning Certain Land in the City of Arvada for 7850 Alkire Street a 2.5 acre parcel of land from Jefferson County P-D (Planned Development) to City of Arvada RN-32.5 (Residential Neighborhood 32.5) and Amending the Official Zoning Maps of the City of Arvada, Colorado, approximately located at 7850 Alkire Street (Ordinance No. 4803)

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1. The rezoning is consistent with the Arvada Comprehensive Plan, or an adopted sub-area plan, corridor plan, or urban renewal plan, or reflects conditions that have changed since the adoption of the Comprehensive Plan.	Complies	As noted above, this rezoning request is in conformance with the LDR designation of the Comprehensive Plan.
2. The intended land use is consistent with the stated intent of the proposed zoning district.	Complies	The RN32.5 zone district is intended for larger single family residential properties at least 32,500 square feet in size.
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	Fire service will continue as currently provided. Extension of the utility service lines for this home will allow for water and sewer services to be provided.
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 existing single family home will have no adverse impacts on the surrounding area.
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 existing single family home is consistent with the adjacent suburban single family homes in the Double E Ranch and Ridge at Harvest Lane Subdivisions, as well as the larger rural residential lots in Jefferson County to the north.

Public Contact

A neighborhood meeting was held on October 16, 2019 and attended by one representative from the Double E Ranch subdivision to the south. The applicants and City team members have worked with the homeowners association (HOA) to coordinate construction improvements for the water and sewer connections and site restoration. No outstanding HOA concerns remain regarding this annexation request.

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 for approval to City Council

Strategic Alignment

The proposed action is consistent with the Community and Economic Development Priority Area of the City Council Strategic Plan by using the Arvada Comprehensive Plan to guide development and land use decisions for livable communities.

SUBJECT: CB22-056, An Ordinance Zoning Certain Land in the City of Arvada for 7850 Alkire Street a 2.5 acre parcel of land from Jefferson County P-D (Planned Development) to City of Arvada RN-32.5 (Residential Neighborhood 32.5) and Amending the Official Zoning Maps of the City of Arvada, Colorado, approximately located at 7850 Alkire Street (Ordinance No. 4803)

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Alternative Courses of Action

N/A.

Recommendation for Action

The Arvada team recommends that the City Council approve CB22-056, an Ordinance Zoning Certain Land in the City of Arvada for 7850 Alkire Street a 2.5 acre parcel of land from Jefferson County P-D (Planned Development) to City of Arvada RN-32.5 (Residential Neighborhood 32.5) and Amending the Official Zoning Maps of the City of Arvada, Colorado, approximately located at 7850 Alkire Street on final reading, numbered 4803 and ordered published by title only.

Suggested Motion:

I move that CB22-056, an Ordinance Zoning Certain Land in the City of Arvada for 7850 Alkire Street, a 2.5 acre parcel of land from Jefferson County P-D (Planned Development) to City of Arvada RN-32.5 (Residential Neighborhood 32.5) and Amending the Official Zoning Maps of the City of Arvada, Colorado, approximately located at 7850 Alkire Street, be (approved on final reading, numbered 4803 and ordered published by title only) (rejected).

Prepared by:

Abigail Ogg, Administrative Specialist

Reviewed by:

Approved by:

Josie Suk, Development Systems and Administrative Manager	5/9/2022
Linda Hoover, Senior Planner	5/16/2022
Robert Smetana, Manager of City Planning and Development	5/16/2022
Ryan Stachelski, Director of Community and Economic Development	5/18/2022
Gail Walker, Legal Specialist-Contracts	5/19/2022
Emily Grogg, Senior Assistant City Attorney	5/19/2022
Rachel Morris, City Attorney	5/26/2022
Lorie Gillis, Deputy City Manager	5/26/2022
Mark Deven, City Manager	5/26/2022

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 22-056
ORDINANCE NO. 4803

AN ORDINANCE ZONING CERTAIN LAND IN THE CITY OF ARVADA FOR 7850 ALKIRE STREET A 2.5 ACRE PARCEL OF LAND FROM JEFFERSON COUNTY P-D (PLANNED DEVELOPMENT) TO CITY OF ARVADA RN-32.5 (RESIDENTIAL NEIGHBORHOOD 32.5) AND AMENDING THE OFFICIAL ZONING MAPS OF THE CITY OF ARVADA, COLORADO, APPROXIMATELY LOCATED AT 7850 ALKIRE STREET

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 P-D (Planned Development) to City of Arvada RN-32.5 (Residential Neighborhood 32.5).

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 16th day of May, 2022.

PASSED, ADOPTED, AND APPROVED this 6th day of June, 2022.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

Publication Dates: May 19, 2022
 June 9, 2022

EXHIBIT A

AN ORDINANCE ZONING CERTAIN LAND IN THE CITY OF ARVADA FOR 7850 ALKIRE STREET A 2.5 ACRE PARCEL OF LAND FROM JEFFERSON COUNTY P-D (PLANNED DEVELOPMENT) TO CITY OF ARVADA RN-32.5 (RESIDENTIAL NEIGHBORHOOD 32.5) AND AMENDING THE OFFICIAL ZONING MAPS OF THE CITY OF ARVADA, COLORADO, APPROXIMATELY LOCATED AT 7850 ALKIRE STREET

LEGAL DESCRIPTION:

THAT PART OF THE NORTHWEST 1/4, SECTION 32, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 32 (MARKED BY A 2.5" ALUMINUM CAP IN A RANGE BOX STAMPED LS 5112), FROM WHENCE THE CENTER 1/4 CORNER OF SAID SECTION 32 (MARKED BY A 3.25" ALUMINUM CAP STAMPED MERRICK/PLS 13155/1989) BEARS N89°50'16"E A DISTANCE OF 2631.18 FEET (USED AS A BASIS OF BEARING FOR ALL SUBSEQUENT BEARINGS); THENCE NORTH 60°36'00" EAST, A DISTANCE OF 2360.04 FEET TO A POINT ON THE NORTH LINE OF DOUBLE E RANCH (ANNEXATION NO. 3587 TO THE CITY OF ARVADA, RECEPTION NO. F1012404) AND THE POINT OF BEGINNING; THENCE SOUTH 00°52'51" EAST, ALONG THE EAST LINE OF SAID DOUBLE E RANCH A DISTANCE OF 47.92 FEET; THENCE NORTH 89°50'56" EAST, ALONG THE NORTH LINE OF SAID DOUBLE E RANCH A DISTANCE OF 557.56 FEET TO A POINT ON THE NORTH-SOUTH CENTERLINE OF SAID SECTION 32 AND A POINT ON THE WEST LINE OF THE RIDGE AT HARVEST LANE FILING NO. 2 (ANNEXATION NO. 2893 TO THE CITY OF ARVADA, RECEPTION NO. 92046470); THENCE NORTH 00°52'12" WEST ALONG SAID CENTERLINE, AND ALONG THE WEST LINE OF SAID THE RIDGE AT HARVEST LANE FILING NO. 2, A DISTANCE OF 304.44 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF THE CROKE CANAL; THENCE DEPARTING WEST LINE OF SAID THE RIDGE AT HARVEST LANE FILING NO. 2, NORTH 49°01'17" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 50.37 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, THE DELTA OF SAID CURVE IS 22°40'04", THE RADIUS OF SAID CURVE IS 58.83 FEET, THE CHORD OF SAID CURVE BEARS NORTH 60°22'35" WEST 23.12 FEET; THENCE ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 23.27 FEET TO THE END OF SAID CURVE; THENCE NORTH 72°40'09" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 68.02 FEET; THENCE SOUTH 20°13'43" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 94.80 FEET; THENCE NORTH 69°46'17" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 40.00 FEET TO A POINT ON A CURVE TO THE RIGHT, THE DELTA OF SAID CURVE IS 28°34'11", THE RADIUS OF SAID CURVE IS 363.78 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 34°37'31" WEST 179.52 FEET; THENCE ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 181.39 FEET TO A POINT; THENCE NORTH 83°18'29" WEST DEPARTING FROM SAID RIGHT-OF-WAY LINE, A DISTANCE OF 66.08 FEET; THENCE SOUTH 06°44'33" WEST, A DISTANCE OF 57.88 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE CROKE CANAL, SAID POINT BEING ON A CURVE TO THE RIGHT, THE DELTA OF SAID CURVE IS 16°43'33", THE RADIUS OF SAID CURVE IS 363.78 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 70°42'53" WEST, 105.82 FEET; THENCE ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 106.19 FEET TO THE END OF SAID CURVE; THENCE SOUTH 80°02'09" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 87.30 FEET TO THE POINT OF BEGINNING, TOGETHER WITH A NON-EXCLUSIVE ACCESS EASEMENT AS GRANTED IN QUIT CLAIM DEED RECORDED OCTOBER 21, 1980 AT RECEPTION NO. 80079489, COUNTY OF JEFFERSON, STATE OF COLORADO.

CONTAINING 109,014 SQUARE FEET (2.503 ACRES), MORE OR LESS.



REPORT TO CITY COUNCIL PUBLIC HEARING

AGENDA ITEM
10.F.

TO: THE HONORABLE CITY COUNCIL

DATE: June 6, 2022

SUBJECT: CB22-057, An Ordinance Adding Article V, Entertainment Districts and Common Consumption Areas, of Chapter 6, Alcoholic Beverages, of the Arvada City Code (Ordinance No. 4804)

Report in Brief

As part of the response to the COVID-19 pandemic, Governor Polis issued Executive Order D 2020 093, which suspended certain restrictions on the sale of alcohol so as to allow two or more liquor licensees to serve alcohol in "a communal outdoor dining area that is within one thousand feet of each of their licensed premises." The Governor's executive order allowed the Arvada City Manager to issue a similar executive order on July 13, 2020. The executive order applied to areas within Olde Town Arvada. The City's executive order expired when the State's Executive Order expired, which happened on July 31, 2021.

During the period of time when the executive order was in place, the Olde Town business community and visitors had a positive reaction to the common consumption area. State Law prohibits common consumption as allowed by the Governor's and subsequently the City Manager's executive orders; however, State law does allow for the creation of an "Entertainment District", which would allow for a more limited version of common consumption. The proposed ordinance defines for the City, under the guidelines of State law, the conditions an Entertainment District may be formed, the required components of the application, and enforcement, among other items.

The Arvada team recommends that the City Council approve CB22-057, An Ordinance Adding Article V, Entertainment Districts and Common Consumption Areas, of Chapter 6, Alcoholic Beverages, of the Arvada City Code, on final reading, numbered 4804 and ordered published in full.

Financial Impact

There is no financial impact from this ordinance.

Background

Implementation of the City's executive order which allowed two or more liquor licensees to serve alcohol in "a communal outdoor dining area that is within one thousand feet of each of their licensed premises" was anticipated to be a temporary measure. The City Council and the City team believed that Olde Town would return to its pre-pandemic state, which included reopening the barricaded streets and returning alcohol and dining to licensed restaurant dining areas.

The community's response to the street closures and the communal dining and alcohol consumption areas was overwhelmingly positive. As dates that were set to remove the barricades and reopen Olde Town approached, the positive community and business response generated decisions to extend the dates. Eventually, in response to surveys and other forms of engagement to determine community support for the street closures, the City Council directed the Arvada team to develop a plan to maintain the closures and improve the appearance of the area. A Semi-Permanent plan was developed and executed last year. The Semi-Permanent street closures allow for communal dining and could allow alcohol consumption. With the expiration of the Governor's Executive Order on July 31, 2021, alcohol service in the communal outdoor dining area was no longer permitted.

As a result of the positive reaction to the initial implementation of communal alcohol consumption, the Olde Town Business

Improvement District (BID) approached the City to consider allowing Entertainment Districts in Arvada. The City team has researched state law and local ordinances to draft the proposed ordinance. This ordinance does not create or bind the City Council to create an Entertainment District. The proposed ordinance enables future City Councils to approve an Entertainment District in the City of Arvada should that request meet the ordinance's criteria and the City Council deems the request to be appropriate.

Discussion

This ordinance lays out the process from application to enforcement and how future Entertainment Districts may be considered by the City Council. If approved, future City Councils will primarily review the following documents to determine if an entertainment district is appropriate in an area. The documents, outlined in Sec. 6-163 (f) include:

1. A site plan for the common consumption area indicating the attached liquor licensees and any businesses whose premises are included within the boundaries of the common consumption area, with the boundaries of the proposed common consumption area outlined in red;
2. The name of the entertainment district in which the common consumption area would be located and a map indicating the location of the common consumption area within the entertainment district;
3. Proof of possession and evidence of permission authorizing alcohol consumption from any non-liquor licensed or non-participating liquor licensed premises located within the common consumption area;
4. Proof of liability insurance carried by the promotional association within the liability coverage limits set by the city clerk;
5. A description of the proposed days and hours of operation and, for common consumption area licenses that will operate on an event basis only, all dates for any event occurring within that calendar year;
6. Evidence of community support, which may include any additional operational requirements that the eligible neighborhood organization deems necessary to protect the health, safety, and welfare of the surrounding community;
7. A parking and transportation plan;
8. A health and sanitation plan;
9. A security and admission control plan;
10. Any required permits or authorizations including, but not limited to, right-of-way permits, zoning permits, and fire and building permits; and
11. Any other information and documents that may reasonably be required by the city clerk or appropriate authorities.

Public Contact

This ordinance has been discussed with the Business Improvement District (BID) Board of Directors. In addition, the City Council agenda was posted.

Commission Recommendation

N/A

Strategic Alignment

The proposed ordinance aligns with the following principle within the Community and Economic Development Priority Area of the City Council Strategic Plan:

Support the community's vision by cultivating an environment that attracts and retains private-sector investment, a talented workforce, and an engaged business community.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve CB22-057, An Ordinance Adding Article V, Entertainment Districts and Common Consumption Areas, of Chapter 6, Alcoholic Beverages, of the Arvada City Code, on final reading, numbered 4804 and ordered published in full.

Suggested Motion:

I move that CB22-057, An Ordinance Adding Article V, Entertainment Districts and Common Consumption Areas, of Chapter 6, Alcoholic Beverages, of the Arvada City Code be (approved on final reading, numbered 4804 and ordered published in full) (rejected).

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Abigail Ogg, Administrative Specialist	5/18/2022
Ryan Stachelski, Director of Community and Economic Development	5/19/2022
Aaron Jacks, Assistant City Attorney	5/23/2022
Sarah Walters, Deputy City Clerk	5/23/2022
Kristen Rush, City Clerk	5/23/2022
Kylie Justus, Assistant City Attorney	5/23/2022
Gail Walker, Legal Specialist-Contracts	5/23/2022
Rachel Morris, City Attorney	5/25/2022
Linda Haley, Deputy City Manager	5/25/2022
Lorie Gillis, Deputy City Manager	5/25/2022
Mark Deven, City Manager	5/26/2022

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 22-057

ORDINANCE NO. 4804

AN ORDINANCE ADDING ARTICLE V, ENTERTAINMENT DISTRICTS AND COMMON CONSUMPTION AREAS, OF CHAPTER 6, ALCOHOLIC BEVERAGES, OF THE ARVADA CITY CODE

WHEREAS, the City Council supports the creation of entertainment districts to increase business within the City; and

WHEREAS, entertainment districts draw patrons from around the Denver metro area to support Arvada establishments; and

WHEREAS, Council finds that it is in the best interests of Arvada to allow entertainment districts within the City under the rules and regulations provided herein.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

Section 1. Article V, Entertainment Districts and Common Consumption Areas, of Chapter 6, Alcoholic Beverages, of the Arvada City Code is hereby added to read as follows:

“ARTICLE V. ENTERTAINMENT DISTRICTS AND COMMON CONSUMPTION AREAS

Sec. 6-161. Definitions.

(a) As used in this article V, the following words and phrases shall have the following meanings:

Attach means the connection, as authorized by the authority or city clerk, of any of the liquor licensed premises identified in C.R.S. 44-3-301(11)(c)(II), as amended, to an adjoining common consumption area to provide alcohol beverages for consumption within the common consumption area.

Certified promotional association or promotional association means a promotional association that has been authorized by the authority.

Colorado Liquor Code means article 3, article 4, and article 5 of title 44 of the Colorado Revised Statutes, as amended.

Common consumption area means an area as defined in C.R.S. § 44-3-103(11), as amended, where persons twenty-one years of age and older may consume alcoholic beverages outside of a liquor licensed premises.

Entertainment district shall have the same meaning as in C.R.S. § 44-3-103(15).

Evidence of community support means any of the following forms of documentation:

- (1) A letter of community support or non-opposition;
- (2) A document indicating community support or non-opposition;
- (3) A good neighbor agreement; or
- (4) Any other evidence of community support deemed sufficient by the city clerk.

Licensee means a certified promotional association that has been issued a common consumption area license under the terms of this article.

Liquor license means a license issued pursuant to the Colorado Liquor Code for the sale of fermented malt beverages or malt, vinous, or spirituous liquors.

Promotional association shall have the same meaning as in C.R.S. § 44-3-103(39), as amended.

Sec. 6-162. License and certification required.

- (a) *License required.* It is unlawful for any person or entity to operate a common consumption area without a license. Common consumption areas must be in compliance with all applicable state and local laws.
- (b) *Additional conditions.* The authority may place conditions on a licensee to ensure that the premises will be operated lawfully, to ensure that the common consumption area will be a good neighbor, or to add any operational requirements and restrictions included in any evidence of community support submitted with the application.

Sec. 6-163. Applications – entertainment districts, common consumption areas, and promotional associations.

- (a) *Entertainment district.* City council has the sole authority to approve and create entertainment districts within the City of Arvada by resolution. A request for an entertainment district shall include the following:
 - (1) The proposed name of the entertainment district;
 - (2) A detailed area map of the proposed entertainment district including the following:
 - (i) The boundaries of the proposed entertainment district outlined in red;
 - (ii) The total acreage of the proposed entertainment district; and
 - (iii) The name, address, license type, and square footage of each liquor licensed premises, excluding temporary modifications, specified in C.R.S. § 44-3-103(15)(c), as amended.
- (b) *Timing of applications.* An application for a promotional association and common consumption area may accompany a request for an entertainment district or may be submitted after city council's approval of an entertainment district. Any application for the certification of a promotional association shall be accompanied by an application for the issuance of a common consumption area license. Applications for promotional

associations and common consumption areas shall be made to the city clerk upon forms provided by the city clerk.

- (c) *Complete application required.* The city clerk shall not accept any application that is not complete in every detail. If an omission or error is discovered by the city clerk, the application shall be rejected and returned to the applicant for completion or correction without further action by the city clerk. The "acceptance date" shall be the date the city clerk accepts an application which is complete in every detail, as determined by the city clerk in the city clerk's sole discretion.
- (d) *Fees.* Licensing fees, as set in the city's fee schedule, must accompany new and renewal applications for the certification of a promotional association and the issuance of a common consumption area license. Fees will not be prorated for partial years. Fees are not refundable, even if an application is denied.
- (e) *Certified promotional association.*

(1) A promotional association must:

- (i) Have a board of directors;
- (ii) Have at least one director from each participating licensed premises attached to the common consumption area; and
- (iii) Submit annual reports by January 31 of each year to the city clerk that include:
 - (a) A detailed map of the boundaries of the common consumption area;
 - (b) The common consumption area's hours of operation;
 - (c) A list of attached licensed premises;
 - (d) A list of the directors and officers of the promotional association;
 - (e) An explanation of the security arrangements within the common consumption area; and
 - (f) Any violation of article 3 of the Colorado Liquor Code committed by an attached licensed premises.

(2) An application for promotional association certification shall include the following:

- (i) The name of the promotional association to which the common consumption area license would be issued;
- (ii) The name and address of any liquor licensed establishment that would be attached to and providing alcoholic beverages for consumption within the common consumption area;
- (iii) The name and address of any non-liquor licensed or non-participating liquor licensed establishments whose premises are included in the boundaries of the common consumption area license;

- (iv) The name and address of each person that is on the board of directors of the promotional association;
 - (v) A statement of whether there has been any disciplinary action at any of the attached liquor licensed premises within the past five years from the application acceptance date; and
 - (vi) Any other such information and documents as may reasonably be required by the city clerk or the authority.
- (f) *Common consumption area license.* An application for a common consumption area license shall include the following:
 - (1) A site plan for the common consumption area indicating the attached liquor licensees and any businesses whose premises are included within the boundaries of the common consumption area, with the boundaries of the proposed common consumption area outlined in red;
 - (2) The name of the entertainment district in which the common consumption area would be located and a map indicating the location of the common consumption area within the entertainment district;
 - (3) Proof of possession and evidence of permission authorizing alcohol consumption from any non-liquor licensed or non-participating liquor licensed premises located within the common consumption area;
 - (4) Proof of liability insurance carried by the promotional association within the liability coverage limits set by the city clerk;
 - (5) A description of the proposed days and hours of operation and, for common consumption area licenses that will operate on an event basis only, all dates for any event occurring within that calendar year;
 - (6) Evidence of community support, which may include any additional operational requirements that the eligible neighborhood organization deems necessary to protect the health, safety, and welfare of the surrounding community;
 - (7) A parking and transportation plan;
 - (8) A health and sanitation plan;
 - (9) A security and admission control plan;
 - (10) Any required permits or authorizations including, but not limited to, right-of-way permits, zoning permits, and fire and building permits; and
 - (11) Any other such information and documents as may reasonably be required by the city clerk or the authority.

Sec. 6-164. Notice and public hearing.

- (a) *Public notice, posting, and publication.*
 - (1) Upon receipt of a complete application for certification of a promotional association and issuance of a common consumption area license, the city clerk shall schedule one public hearing on both applications before the authority at least

30 days after the acceptance date, but not more than 91 days after the acceptance date. The city clerk shall post and publish the public notice thereof at least 10 days prior to the public hearing. Public notice shall be given by the conspicuous posting of a sign at each participating business within and attached to the common consumption area and by publication in a newspaper of general circulation.

- (2) Notice shall otherwise conform to the requirements of C.R.S. § 44-3-311, as amended, and any other requirements set forth by the city clerk.

(b) Conduct of public hearings.

- (1) The city clerk shall designate the neighborhood being affected by such application. The designation of the geographical extent and boundaries of such neighborhood shall be within the sole discretion of the city clerk.
- (2) All exhibits presented at a public hearing must be filed with the clerk's office at least 72 hours prior to the public hearing.
- (3) At the public hearing held pursuant to this section, any party in interest shall be allowed to present relevant evidence and to cross-examine witnesses. Other than the applicant, any party in interest who wishes to present evidence or cross-examine witnesses at the public hearing must notify the city clerk at least 24 hours prior to the hearing of their intent to do so. As used in this section, "party in interest" means any of the following:
 - (i) The applicant;
 - (ii) An adult resident of the neighborhood under consideration;
 - (iii) The owner or manager of a business located in the neighborhood under consideration;
 - (iv) The principal or representative of any school located within five hundred feet of the boundaries of the common consumption area; or
 - (v) An authorized representative of a registered neighborhood organization that encompasses all or part of the neighborhood under consideration.
- (4) At the public hearing held pursuant to this section, the chair or chair pro tem of the authority may:
 - (i) Set time limits on evidence and testimony;
 - (ii) Limit evidence and testimony if such evidence is irrelevant or cumulative; and
 - (iii) Cease the examination of a witness if the witness is being harassed, badgered, or disrespected by the examiner.
- (5) Other than the provisions specified in this section 6-164, public hearings shall be held in accordance with chapter 2 of the Arvada City Code and the Colorado Liquor Code.

(c) Results of investigation; decision of the authority.

- (1) At least seven days prior to the date of hearing, the city clerk shall make known the findings based on the liquor licensing control investigator's initial investigation of the application documents in writing to the applicant and the authority.
- (2) Before certifying a promotional association and issuing a common consumption area license, the authority shall consider the reasonable requirements of the neighborhood, the desires of the adult inhabitants as evidenced by petitions, remonstrances, or otherwise, and all other reasonable restrictions that are or may be placed upon the licensee.
- (3) Before entering any decision approving or denying the application, the authority shall consider, except where this article specifically provides otherwise, the facts and evidence adduced as a result of its investigation and the public hearing required by this section, and any other pertinent matters affecting the qualifications of the applicant for issuance of a common consumption area license and certification of a promotional association including this article, the Colorado Liquor Code, chapter 6 of the Arvada City Code, or any rules and regulations adopted pursuant thereto.
- (4) Unless additional time is necessary to fully investigate an application, any decision of the authority approving or denying an application shall be stated on the record after the evidence is presented at the public hearing. Any authority member present may make a motion to approve or deny the license and to certify or deny certification of the promotional association. Such motions shall be decided by a vote of the majority of the authority members present. A copy of the decision shall be sent by certified mail to the applicant at the address shown in the application and to the state licensing authority.

Sec. 6-165. Transfer of ownership; promotional association structure change.

- (a) *In general.* Applications to change the composition of the board of directors of a certified promotional association shall be made upon forms provided by the city clerk. The certified promotional association shall submit the name and address of each director to the city clerk within 28 days of such a change. The city clerk may refuse to authorize a change in the certified promotional association membership for any of the reasons listed in sections 6-169 and 6-171. The city clerk may bring a change in composition application to a public hearing in front of the authority at the city clerk's discretion. A public hearing shall be held in accordance with section 6-164.
- (b) *New attachment.* If the attachment of a new liquor licensed establishment to a previously approved promotional association changes, alters, or modifies the common consumption area, section 6-166 must be followed. The city clerk may approve the attachment of a new liquor licensed establishment to a previously certified promotional association and approved common consumption area without a public hearing provided that:
 - (1) The common consumption area is not changed, modified, or altered;
 - (2) The new member obtains permission to attach to the common consumption area from the promotional association; and

- (3) The new member has received a valid liquor license from the authority and the state.
- (c) *Nontransferable*. No license granted pursuant to this article shall be transferable from one person or entity to another.

Sec.6-166. Changing, altering, or modifying a common consumption area or entertainment district.

- (a) *Common consumption area*. After the issuance of a common consumption area license, a licensee shall make no physical change, alteration, or modification to the common consumption area which alters the boundaries or the usage of the common consumption area from the plans and specifications submitted at the time of the original license application without first filing a new application and paying a new license fee pursuant to section 6-163. Changes, alterations, and modifications must receive approval of the authority after a public hearing held pursuant to section 6-164.
- (b) *Entertainment district*. The boundaries of an entertainment district may not be expanded, enlarged, reduced, or modified without approval from city council through a resolution.

Sec. 6-167. Term of a common consumption area license.

- (a) *Term and validity*. Any common consumption area license issued to a certified promotional association pursuant to this article shall be valid for a period of one year from the date of issuance, or for such shorter or non-consecutive times as approved by the authority. A common consumption area license issued for a period of less than one year shall not be issued to a certified promotional association for more than a total of 15 days in one calendar year.

Sec. 6-168. Renewal of a common consumption area license.

- (a) *No operation after expiration*. On or before the expiration date of the common consumption area license, the city clerk must receive a complete renewal application, along with the requisite fees, in order for the licensee to continue operating the common consumption area.
- (b) *Renewal*. Upon receipt of an application for renewal of a common consumption area license, the city clerk may approve the renewal or conduct a renewal hearing in front of the authority if there is reasonable cause to believe that:
 - (1) The licensee, or any of the agents, servants, employees, or members of the licensee, have violated any ordinance of the city or any state law on the premises or have permitted such a violation on the premises by any other person; or
 - (2) There are grounds for denial, suspension, revocation, or other licensing sanctions as provided in sections 6-169 and 6-171, chapter 6 of the Arvada City Code, or the Colorado Liquor Code.
- (a) *Notice of disciplinary action*. If a certified promotional association has received notice of disciplinary action against any attached liquor licensed premises, the application for renewal shall include a notice of the disciplinary action.

Sec. 6-169. Causes for denial.

- (a) *Denial.* In addition to the grounds set forth in the Colorado Liquor Code and chapter 6 of the Arvada City Code, a common consumption area license may not be issued or renewed and a promotional association may not be certified if:
- (1) The applicant or licensee has violated, does not meet, or has failed to comply with any of the terms, conditions, or provisions of the Colorado Liquor Code or any rules and regulations promulgated pursuant thereto, this article V, or chapter 6 of the Arvada City Code;
 - (2) The applicant or licensee has failed to comply with any special terms or conditions that were placed on its license;
 - (3) The applicant has not established that the use is compatible with the reasonable requirements of the neighborhood or the desires of its adult inhabitants by a preponderance of the evidence;
 - (4) There is sufficient evidence that the issuance of the license will adversely impact the health, welfare, or public safety of the neighborhood in which the common consumption area is proposed to be located;
 - (5) The applicant or licensee fails to establish and maintain evidence of community support as required by section 6-163(f)(6);
 - (6) The information and evidence available to and considered by the authority fails to reasonably establish that the proposed procedures for security and admission control will prevent the consumption of alcohol beverages by underage persons or prevent violations of open container and consumption laws;
 - (7) The proposed common consumption area does not have adequate physical barriers to close the area to motor vehicle traffic;
 - (8) The promotional association board is not composed of at least one director from each participating liquor licensed premises attached to the common consumption area;
 - (9) The proposed premises of the common consumption area is not a single, contiguous area;
 - (10) The proposed common consumption area overlaps with another common consumption area or any other liquor licensed premises, except the premises may overlap with a special event license operating in compliance with all state and local laws;
 - (11) The promotional association fails to establish, by a preponderance of the evidence, any of the qualifications for the license at a public hearing pursuant to section 6-164;
 - (12) The promotional association fails to submit the report required by section 6-163(e)(1)(iii) by January 31 of each year;

- (13) The promotional association fails to establish that the licensed premises and common consumption area can be operated without violating article 3 of the Colorado Liquor Code or creating a safety risk to the neighborhood;
- (14) The common consumption area fails to have at least two licensed premises attached to the common consumption area;
- (15) The promotional association fails to obtain or maintain a properly endorsed general liability and liquor liability insurance policy that is reasonably acceptable to the city clerk and names the City of Arvada as an additional insured;
- (16) A promotional association or any attached licensed premise violates section 44-3-910 of the Colorado Revised Statutes; or
- (17) The application fails to comply with all state and local laws, and any rules and regulations adopted pursuant thereto.

Sec. 6-170. Disciplinary actions; sanctions; penalties.

- (a) *Disciplinary actions.* In addition to the grounds provided in the Colorado Liquor Code and chapter 6 of the Arvada City Code, a license may be disciplined, suspended, or revoked for any of the grounds for denial set forth in section 6-169 or unlawful acts committed pursuant to section 6-171.
- (b) *Criminal penalties.* Nothing in the article shall prevent the city, state, or federal government from filing and prosecuting criminal charges against any licensee or person based on the same act or series of acts for which the licensee faces disciplinary action pursuant to this article. The prosecution of such charges may occur concurrently to any disciplinary proceedings by the authority.
- (c) *Civil penalties in lieu of fine.* In lieu of a fine for license violations, the authority is hereby authorized to impose civil penalties for license violations to the same extent and according to the same standards as are utilized by the Colorado Liquor Code and any and all applicable rules and regulations adopted pursuant thereto.
- (d) *All licenses subject to discipline.* In addition to any disciplinary action taken against the common consumption area license or certification of the promotional association, each member of a promotional association's individual liquor license may be subject to disciplinary action by the authority for any unlawful act committed by the promotional association.

Sec. 6-171. Unlawful acts.

- (a) *Unlawful acts.* In addition to the unlawful acts enumerated under the Colorado Liquor Code and chapter 6 of the Arvada City Code, it shall be unlawful for:
 - (1) Any person, liquor licensed establishment, or promotional association to operate a common consumption area between the hours of 2:00 a.m. and 8:00 a.m.;
 - (2) Any promotional association to change or modify the common consumption area premises or usage without approval from the city clerk or authority;

- (3) Any certified promotional association to operate a common consumption area after the expiration date recorded upon the face of the common consumption area license;
 - (4) Any licensed liquor establishment to allow its patrons to consume alcohol beverages in a common consumption area without authorization from the city clerk or the authority to attach to the common consumption area;
 - (5) A promotional association or any liquor licensed establishment to sell or store alcohol within the common consumption area;
 - (6) Any promotional association or any liquor licensed establishment to permit its patrons to remove an open alcoholic beverage from the common consumption area; or
 - (7) Any non-liquor licensed business, non-participating liquor licensed establishment, or person located within the boundaries of the common consumption area to sell or serve alcohol.
- (b) *Penalties.* A violation of this section 6-171(a) shall be punishable by the penalties described in section 6-5 of the Arvada City Code.

Sec. 6-172. Effective date; no vested rights.

- (a) *Effective date.* This article shall be effective five days after publication following final passage by city council, and the requirements of this article shall apply to all applications submitted on or after that date.
- (b) *Invalid license.* Any common consumption area license issued for an area that is not within a city council approved entertainment district has no effect and is invalid.
- (c) *No entitlement or vested right to licensing.* No person shall be deemed to have any entitlement or vested right to licensing under this article by virtue of having received any prior license or permit from the city including, by way of example, but not limited to, any zoning permit, any building permit, or any sales tax license.

Secs. 6-173—6-179. Reserved.”

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 or constitutionality of the remaining portions of this ordinance. The city council declares that 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 16th day of May, 2022.

PASSED, ADOPTED, AND APPROVED this 6th day of June, 2022.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

Publication Dates: May 19, 2022
 June 9, 2022



REPORT FROM CITY COUNCIL

AGENDA ITEM
12.A.

DATE: June 6, 2022

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 Municipal Court/Judicial Committee Arvada City Attorney Committee 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
Bob Fifer	Adams County Regional Economic Partnership (ACREP) Apex Coordinating Committee Arvada City Attorney Committee Arvada Transportation Committee Denver Regional Council of Governments (Alternate) Jefferson County R-1 Schools Coordinating Committee Jeffco Transportation Action & Advisory Group (JEFFTAAG) Smart City Advisory Committee
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 Regional Economic Partnership (ACREP) (alternate) Apex Coordinating Committee Arvada Economic Development Association Board Arvada Municipal Court/Judicial Committee Arvada Parks Advisory Committee Arvada Visitors Center Committee (alternate) CML Policy Committee Olde Town Business Improvement (BID) District Rocky Mountain Metropolitan Airport Community Noise Roundtable
Randy Moorman	Arvada Audit Committee Arvada Sustainability Advisory Committee CML Policy Committee Rocky Flats Stewardship Council
Lauren Simpson	Arvada Audit Committee Arvada Center for the Arts and Humanities Arvada Fire Protection District Coordinating Committee Arvada Visitors Center Committee Olde Town Business Improvement (BID) District (alternate)
Lisa Smith	Arvada Chamber of Commerce Government Affairs Committee Arvada Fire Protection District Coordinating Committee Denver Regional Council of Governments Jefferson County Community Corrections Board (alternate) Jeffco Transportation Action & Advisory Group (JEFFTAAG) (alternate) Smart City Advisory Committee

*Asterisked committees are not appointed by Council

City Clerk Team Drive: Council appointed committees



REPORT TO CITY COUNCIL

AGENDA ITEM
13.A.

TO: THE HONORABLE CITY COUNCIL

DATE: June 6, 2022

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	5/16/2022
Linda Haley, Deputy City Manager	5/16/2022
Lorie Gillis, Deputy City Manager	5/18/2022
Mark Deven, City Manager	5/25/2022

Enclosure, exhibits & attachments required to support the report

2022 CITY COUNCIL WORKSHOPS, STUDY SESSIONS, PRESENTATIONS AND RETREATS (TENTATIVE)

WORKSHOPS	Date	Lead
Family Medical Leave	June 13	HR
Code Enforcement	June 13	PD
Business Meeting	June 27	
No Meeting – Appointee Evaluations	July 11	
2023 Water, Sewer, Strom Rates and Fees	July 25	Utilities
Innovation and Smart Meters	July 25	Utilities/I.T.
Quarterly Bond Project Update	August 8	PW
10-year model	August 8	
Sub Area Plans	August 8	CED
Total Rewards Philosophy and Strategy Update	August 22	
Collective Bargaining	August 22	
Utilities Rates and Fees 2023	Sept 12	
Budget Presentation	Sept 26	
CIP Update	Oct 10	
Neighborhood Engagement and Marketing Updates	Oct 24	
	Nov 14	
	Nov 28	
Infrastructure Master Plan Strategic Result Update	Dec 12	PW/Utilities
STUDY SESSIONS		
Housing @5:30 p.m.	May 4	
DEI @5 p.m.	May 10	
Sustainability @5 p.m.	June 7	
Homelessness	TBD	
TBD's		
Sub Area Plans	June 13	CED
Regional Homelessness	TBD	
Council Retreat Update	TBD	CMO
Pre-Sentencing/One Small Step	TBD	Courts
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 co-locate 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
Customer Service Philosophy	TBD	CMO
Ask Arvada Update	TBD	CMO
APAC	TBD	VCN
Golf Course	TBD	VCN
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		